

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT ALLIES FOR SUBSTANCE USE PREVENTION**

This Memorandum of Understanding (MOU) is entered into this ___ day of _____, 202__ by and between the County of Humboldt, a political subdivision of the State of California ("COUNTY"), and Humboldt Allies for Substance Use Prevention ("ASUP").

WHEREAS, THE EXECUTIVE OFFICE OF THE PRESIDENT, Office of National Drug Control Policy (ONDCP), and the Department of Health and Human Services (HHS), Substance Use and Mental Health Services Administration (SAMHSA), Center for Substance Use Prevention (CSAP) have granted awards for Fiscal Year (FY) 2022-2023 Drug-Free Communities (DFC) Support Program grants; and

WHEREAS, by statute, among the objectives of the DFC Support Program is to establish and strengthen the collaboration among communities, public and private non-profit agencies, as well as federal, state, local, and tribal governments to support the efforts of community coalitions working to prevent and reduce substance abuse among youth; and

WHEREAS, the Humboldt Allies for Substance Use Prevention is a local coalition established to reduce substance abuse among youth and, over time, reduce substance abuse among adults by addressing the factors in a community that increase the risk of substance abuse and promoting the factors that minimize the risk of substance abuse; and

WHEREAS, COUNTY, by and through its Department of Health and Human Services ("DHHS") -Public Health, Substance Use Prevention Program desires to support the goals and objectives of the ASUP coalition by serving as the fiscal agent for the purpose of receiving grant funds;

NOW, THEREFORE, in connection with this MOU, ASUP, and COUNTY mutually agree as follows:

1. TERM: This MOU shall begin October 1, 2022, and shall remain in full force and effect until September 30, 2023, unless sooner terminated as provided herein.
2. COUNTY Responsibilities:
 - A. County shall open a separate account (the Account) into which ONDCP, HHS, SAMHSA, and CSAP shall deposit the grant amount in a single lump sum payment.
 - B. Provide accounting services to prepare and distribute payroll, pay invoices, and prepare and submit the appropriate forms for employment, wages, and payroll taxes for coalition employees.
 - C. Negotiate, bid, and approve contracts in collaboration with the coalition.
 - D. Maintain all records pertaining to costs and expenses to reflect costs of labor, materials, equipment, supplies, services, and other costs and expenses when

reimbursement is claimed, or payment is made and share such information with the coalition.

- E. Provide the coalition staff with office space.
- F. Compile financial reports on a mutually agreed upon schedule and provide them to the coalition.

3. ASUP Responsibilities:

- A. Set policy for and oversee its programs including goals and objectives in alignment with the DFC Support Program's Terms and Conditions.
- B. Participate, advise, and/or direct staff and volunteers, set goals and objectives for contract employees, and negotiate and make recommendations for contracts in collaboration with the grant recipient/legal applicant.
- C. Collaborate in the creation, approval, and management of the DFC budget in compliance with grant requirements.
- D. Provide copies of all required documentation to the grant recipient/legal applicant as requested.

4. TERMINATION:

- A. Breach of Contract. If either party fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation, or other law applicable to its performance herein, this MOU may be terminated immediately, upon notice.
- B. Without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice to ASUP. Such notice shall state the effective date of the termination.

5. BOOK OF RECORD AND AUDIT PROVISIONS:

- A. COUNTY agrees to coordinate with ASUP in the performance of this MOU, timely preparation, and maintenance of accurate and complete financial and performance records for a minimum of five (5) years from the date of final payment under this MOU or until all pending State, and Federal audits are completed, whichever is later. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work. In addition, the COUNTY shall maintain detailed payroll records. COUNTY agrees to maintain such records locally and make them available for inspection by County, State, and Federal representatives, during normal business hours, upon five (5) working days' notice.
- B. COUNTY will permit ASUP, State and/or Federal Government to audit all books, accounts, or records relating to this MOU for compliance with applicable audit requirements relative to this MOU. COUNTY shall provide ASUP, State, or Federal Governments with any relevant information required and shall permit access to its premises, during normal business hours, upon five (5) days' notice.
- C. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency and for the cost of the audit. If COUNTY is the party responsible for the deficiency, the cost of the audit and the deficiency shall be paid by COUNTY

- within thirty (30) days of notice.
- D. COUNTY'S rights and obligations under this provision shall continue after termination of the MOU.
6. REPORTING: COUNTY agrees to provide ASUP with any reports that may be required by State or Federal agencies for compliance with this MOU.
7. INDEMNITY:
- A. Indemnification of ASUP. COUNTY shall defend, indemnify, and hold ASUP, its officers, members and agents harmless from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, reasonable attorneys' fees and other costs of litigation, arising out of the performance of this MOU, but only to the extent such claims, demands, losses, damages, liabilities, expenses or costs are caused by, or result from, the negligent or intentional acts or omissions of COUNTY, its officers, employees or agents.
- B. Indemnification of COUNTY. ASUP shall defend, indemnify, and hold COUNTY, its officers, employees, and agents harmless from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, reasonable attorneys' fees and other costs of litigation, arising out of the performance of this MOU, but only to the extent such claims, demands, losses, damages, liabilities, expenses or costs are caused by, or result from, the negligent or intentional acts or omissions of ASUP, its officers, members or agents.
- C. Comparative Fault. Notwithstanding paragraphs A and B above, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. Each party will bear their own costs and attorney fees in such case.
8. INSURANCE: COUNTY shall furnish Workers' Compensation insurance coverage for its employees as required by the State of California.
9. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS: ASUP agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this MOU.
10. NOTICES: Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Department of Health and Human Services (DHHS) –
Public Health, Healthy Communities Division
Attention: Karen Baker
529 I Street
Eureka, CA 95501

ASUP: Humboldt Allies for Substance Use Prevention
Attention: Chairperson(s)
908 7th Street
Eureka, CA 95501

11. PROVISIONS REQUIRED BY LAW: This MOU is subject to the laws, regulations, and contract provisions governing the Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Prevention (CSAP), Drug-Free Communities (DFC) Support Program grants. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.
12. REFERENCE TO LAWS AND RULES: In the event any law, regulation, grant agreement, policy, or procedure referred to in this MOU is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.
13. SEVERABILITY: If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.
14. RELATIONSHIP OF PARTIES: It is understood that this is an MOU by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. COUNTY shall be solely responsible for the acts or omissions of its agents, officers, employees, volunteers and subcontractors. ASUP shall be solely responsible for the acts or omissions of its agents, officers, employees, volunteers and students.
15. AMENDMENT: This MOU may be amended at any time during the term of this MOU upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.
16. JURISDICTION AND VENUE: This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.
17. ENTIRE AGREEMENT: This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements of the parties pertaining to the same subject matter. Any and all acts which may have

already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

18. ADVERTISING AND MEDIA RELEASE: All informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. ASUP shall inform COUNTY of all requests for interviews by the media related to this MOU before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director of Public Health.

18. FORCE MAJEURE: Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, third-party lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

19. AUTHORITY TO EXECUTE: Each person executing this MOU represents and warrants that he or she is duly authorized and has the legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this MOU as of the date first written above.

HUMBOLDT ALLIES FOR SUBSTANCE USE PREVENTION:

By: Lisa Olivier

Date: 1/9/23

Name: Lisa Olivier

Title: ASUP Chairperson

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Pursuant to the authority granted by the Humboldt County Board of Supervisors on _____, 2022, [Item C -)

Name: _____

Title: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: 01/19/2023

Risk Management