

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
SOUTH BAY UNION SCHOOL DISTRICT**

This Memorandum of Understanding (“MOU”), entered into this ____ day of _____ 2021, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and South Bay Union School District, a California public entity, as fiscal agent for Pine Hill and South Bay Family Resource Center, hereinafter referred to as “GRANTEE,” is made upon the following considerations:

WHEREAS, on August 27, 2020, COUNTY and GRANTEE entered into a Grant Agreement regarding the performance of social, health and family support services that are consistent with the goals and objectives of the COUNTY’s CalWORKs and CalFresh programs; and

WHEREAS, due to circumstances beyond GRANTEE’s control, the costs and expenses incurred pursuant to the terms and conditions of the Grant Agreement during the period of April 1, 2021 through June 30, 2021, while not exceeding the applicable compensation limit, did not exactly match the budgeted amounts set forth therein; and

WHEREAS, the social, health and family support services provided by GRANTEE during the period of April 1, 2021 through June 30, 2021 have benefitted the public through projects that are consistent with the goals and objectives of COUNTY’s CalWORKs and CalFresh programs; and

WHEREAS, the purpose of this MOU is to document GRANTEE’s provision of the social, health and family support services required pursuant to the terms and conditions of the Grant Agreement during the period of April 1, 2021 through June 30, 2021 and to provide for payment of such services.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. PROVISION OF SOCIAL, HEALTH AND FAMILY SUPPORT SERVICES:

GRANTEE provided social, health and family support services in accordance with the terms and conditions of the Grant Agreement during the period of April 1, 2021 through June 30, 2021.

2. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all social, health and family support services provided, and costs and expenses incurred, pursuant to the terms and conditions of the Grant Agreement during the period of April 1, 2021 through June 30, 2021 is Twenty-Five Thousand Seventy-Three Dollars and Twenty-Two Cents (\$25,073.22).

B. Schedule of Rates. The specific rates and costs applicable to the social, health and family support services provided pursuant to the terms and conditions of the Grant Agreement during the period of April 1, 2021 through June 30, 2021 are set forth in Exhibit A – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.

3. PAYMENT:

To the extent additional documentation may be required, GRANTEE shall submit to COUNTY invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of the

Grant Agreement during the period of April 1, 2021 through June 30, 2021. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of the Grant Agreement during the period of April 1, 2021 through June 30, 2021 shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this MOU shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Social Services
Attention: Financial Services
507 F Street
Eureka, California 95501

4. INCORPORATION OF PROVISIONS:

Sections 7 through 39 and Exhibit A – Scope of Services of the Grant Agreement are hereby incorporated into this MOU by reference as if fully set forth herein. GRANTEE agrees to comply with such provisions to the extent they impose continuing duties and obligations GRANTEE has not already performed.

5. 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 their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning 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.

6. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.


7. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has 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.

[Signatures on Following Page]

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

SOUTH BAY UNION SCHOOL DISTRICT:

By: 

Date: 11/3/2021

Name: Johnna Emery


Title: Business Manager

COUNTY OF HUMBOLDT:

By: _____
Virginia Bass, Chair
Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 11/15/2021

LIST OF EXHIBITS:

Exhibit A – Schedule of Rates

EXHIBIT A
SCHEDULE OF RATES
 South Bay Union School District

COUNTY shall compensate GRANTEE for the social, health and family support services provided, and costs and expenses incurred, pursuant to the terms and conditions of the Grant Agreement during the period of April 1, 2021 through June 30, 2021 at the following maximum rates of compensation:

A. Personnel Costs	
Title: Center Coordinator FTE 2.0 Duties Description: Responsible for Center Management, oversees CWS differential responses and follows up with families, case management.	\$16,573.49
Total Personnel Costs:	\$16,573.49
B. Operational Costs	
Item: Office Supplies Description: Postage, copying, faxing, stationary, business cards, phone	\$101.54
Total Operational Costs:	\$101.54
C. Supplies	
Item: Consumable Basic Needs Goods Description: Food, clothing, gas cards, bus vouchers, laundry vouchers, etc. to distribute to clients	\$413.08
Total Supply Costs:	\$413.08
D. Transportation/Travel	
Item: Mileage Reimbursement Description: Mileage reimbursement to visit families and provide services	\$939.95
Total Transportation/Travel Costs:	\$939.95
E. Other Costs	
Item: HNFRC Grant Coordination Description: Oversee FRC/CRC DHHS Contract & Reporting	\$4,250.00
Item: Indirect Costs Description: Indirect costs to the district from supporting the FRC	\$2,795.16
Total Other Costs:	\$7,045.16
Grand Total:	\$25,073.22

Fluctuations of up to ten percent (10%) of salary calculation to account for wage increases, new hires, *etc.* are allowable if total amount of personnel costs does not increase. Any shift of funds to or from the personnel category must be approved in writing by COUNTY. GRANTEE may shift up to twenty percent (20%) of budgeted amounts between all other budget categories without prior written approval by COUNTY.