



Tobacco Grant Program Grant Services Branch – Local Assistance Division of Operations

Santa Clara County Department of Public Health

DOJ-PROP56-2023-24-1-029

MEMORANDUM OF UNDERSTANDING

PURPOSE

This Memorandum of Understanding (“MOU”) is entered into by the Department of Justice (“DOJ”) and the Santa Clara County Department of Public Health (“Grantee”), for the purpose of disbursing grant funds to Grantee for reimbursement of expenditures in compliance with the California Code of Regulations and the Fiscal Year 2023-24 Grantee Handbook.

Commencing January 1, 2023, the [California Code of Regulations, Title 11, Division 1, Chapter 5: Department of Justice Tobacco Grant Program](#) (“TGP Regulations”) shall govern the policies and procedures of the Tobacco Grant Program. In the event of a conflict between this MOU and the TGP Regulations, the TGP Regulations shall control.

The TGP Regulations, Request for Proposals, Grantee Handbook (dated March 2023), and Summary of Award document are hereby incorporated by reference into this MOU. Grantee will expend funds for the purposes identified in the approved Summary of Award document. Reimbursements are to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016, approved by the voters as Proposition 56.

COST REIMBURSEMENT

DOJ agrees to reimburse Grantee in arrears, for Grantee’s actual expenditures in performing the project or scope of work included in the approved Summary of Award document. Reimbursements will be made upon receipt of invoices from Grantee and approval of the invoices by DOJ, in accordance with the reimbursement procedures set forth in the TGP Regulations and Grantee Handbook.

BUDGET CONTINGENCY CLAUSE

It is mutually agreed, if the Budget Act of the current fiscal year and/or any subsequent years covered under the MOU does not appropriate sufficient funds, the MOU shall be of no further force and effect. In the event this situation occurs, DOJ shall have no liability to reimburse/pay any funds to Grantee, or to furnish any other considerations under this MOU. As well, Grantee shall not be obligated to continue performing the provisions of this MOU, for which the Grantee would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, DOJ shall have the option to either cancel this MOU with no liability occurring to DOJ, or offer an addendum to the Grantee to reflect the reduced amount.

PROJECT BREACH-TERMINATION

Failure of a Grantee to comply with this MOU or the TGP Regulations shall be treated by DOJ as a breach of contract. If an act of noncompliance occurs, DOJ may take actions described within the TGP Regulations, including termination. DOJ may terminate this MOU and be relieved of any obligation to disburse grant funds to Grantee should Grantee fail to perform the scope of work at the time and in the manner provided in this MOU.

MISCELLANEOUS PROVISIONS

Addendum – No addendum or variation of the terms of this MOU is valid unless made in writing, and signed by the duly authorized representatives of the parties.

Assignment – This MOU is not assignable by Grantee in whole or in part.

Indemnification – Grantee agrees to indemnify and hold harmless DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Certifications – Grantee certifies that it does not receive funding from a manufacturer, distributor, or advertiser of Cigarettes or Tobacco Products. Grantee further certifies that grant funds will not supplant existing state or local funds dedicated for the same purpose.

TERMS

Grant Duration: **11/1/2023 – 6/30/2027**

Category of Expenditure	Award Amount			
	Budget FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
Personal Services	\$4,287	\$221,224	\$227,993	\$60,996
Operating Expenses and Equipment	\$61,570	\$291,154	\$291,154	\$0
Administrative Costs (Not to Exceed 5%)	\$3,293	\$25,619	\$25,957	\$3,049
TOTAL AWARD AMOUNT	\$1,216,296			

The time limit for reimbursements against this award ends 6/30/2027. Requests for reimbursement received after 7/15/2027 cannot be considered by DOJ.

GRANTEE CONTACT INFORMATION

Joyce Villalobos, Program Manager III
 County of Santa Clara Public Health Department
 1775 Story Road, Suite 120
 San Jose, CA 95122
 (408) 483-6183
 joyce.villalobos@phd.sccgov.org

AUTHORIZATION

DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future addendums shall be e-mailed to TobaccoGrants@doj.ca.gov, care of the Division of Operations, Grant Services Branch, Local Assistance Unit, Tobacco Grant Program, and will become fully executed upon completion of signatures from all parties.

SUSAN ELLENBERG
President, Board of Supervisors
County of Santa Clara

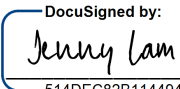
Date

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.
Attest:

CURTIS BOONE
Acting Clerk of the Board of Supervisors
County of Santa Clara

Date

Approved as to Form and Legality:

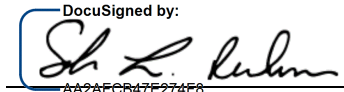
DocuSigned by:


JENNY LAM
Deputy County Counsel
County of Santa Clara

2/21/2024

Date

Approved:

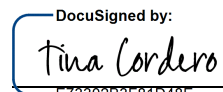
DocuSigned by:


SARAH L. RUDMAN, MD
Deputy Health Officer
County of Santa Clara

2/27/2024

Date

Approved:

DocuSigned by:


TINA CORDERO
CSCHS Chief Fiscal Officer
County of Santa Clara

2/27/2024

Date

JENNIFER IVERY JOHNSON, Grant Manager
Division of Operations
California Department of Justice

Date

STACY HEINSEN, Administrative Manager
Division of Operations
California Department of Justice

Date

CHRIS RYAN, Chief
Division of Operations
California Department of Justice

Date