

## MEMORANDUM OF UNDERSTANDING

### PURPOSE

This Memorandum of Understanding ("MOU") is entered into by the Department of Justice ("DOJ") and the Napa Valley Unified School District (hereinafter, "Grantee"), to provide grant funds to Grantee for expenditure in compliance with the Grantee Handbook. The Grantee will expend funds for the purposes identified in the approved Grant Application submitted by Grantee in response to the DOJ's Request for Proposals for activities of Local Government Agencies to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (the "Act"), approved by the voters as Proposition 56.

The Request for Proposals, Grantee Handbook (dated November 2019), and Grant Application are hereby incorporated by reference into this MOU.

### COST REIMBURSEMENT

DOJ agrees to reimburse Grantee in arrears, for Grantee's actual expenditures in performing the Scope of Work included in the approved Grant Application, upon receipt of invoices from Grantee and approval of the invoices by DOJ, in accordance with the reimbursement procedures set forth in the Grantee Handbook.

### BUDGET CONTINGENCY CLAUSE

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

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

### ADMINISTRATION

Should Grantee fail to comply with this MOU, including any expenditures for purposes not permitted under the MOU, DOJ may take one or more of the actions described under Remedies for Noncompliance in the Grantee Handbook.

### MISCELLANEOUS PROVISIONS

Amendment – No amendment 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 the DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Termination – The DOJ may terminate this MOU and be relieved of any obligation to provide grant funds to Grantee should Grantee fail to perform the Scope of Work at the time and in the manner provided in this MOU.

**TERMS**

Grant Duration: 12/1/2019 – 6/30/2022

Award Amount			
Category of Expenditure	Budget FY 2019-2020	Budget FY 2020-2021	Budget FY 2021-2022
Personal Services	\$215,779	\$226,057	\$235,635
Operating Expenses and Equipment	\$0	\$0	\$0
Administrative Costs (Not to Exceed 5%)	\$0	\$0	\$0
<b>TOTAL AWARD AMOUNT</b>	<b>\$677,471</b>		

The time limit for reimbursements against this award ends 6/30/2022. Requests received after 7/15/2022 cannot be reimbursed by the DOJ.

**GRANTEE CONTACT INFORMATION**

Mike Mansuy, Director of Student Services  
 Napa Valley Unified School District  
 2425 Jefferson Street, Napa, CA 94558  
 707-253-3531  
 mmansuy@nvusd.org

**AUTHORIZATION**

The DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future amendments shall be mailed to the Division of Operations, Local Assistance Unit, Tobacco Grant Program, and will become fully executed upon completion of signatures from all parties.

\_\_\_\_\_  
**ROSANNA MUCETTI, SUPERINTENDENT**  
 Napa Valley Unified School District

\_\_\_\_\_  
 Date

\_\_\_\_\_  
**RABINDER MANGEWALA, ASSISTANT SUPERINTENDENT**  
 Napa Valley Unified School District

\_\_\_\_\_  
 Date

\_\_\_\_\_  
**MIKE MANSUY, DIRECTOR, STUDENT SERVICES**  
 Napa Valley Unified School District

2-10-2020  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
**STACY HEINSEN, GRANT MGR.**  
 Division of Operations  
 California Department of Justice

\_\_\_\_\_  
 Date

\_\_\_\_\_  
**CHRIS RYAN, CHIEF**  
 Division of Operations  
 California Department of Justice

\_\_\_\_\_  
 Date