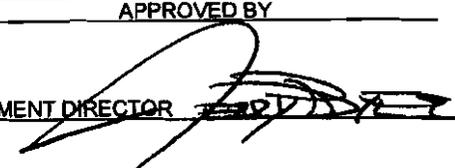


AGENDA ITEM NO.	1 D
COUNCIL MEETING	04/08/10
APPROVED BY	
	
DEPARTMENT DIRECTOR	
CITY MANAGER	

April 8, 2010

FROM: JERRY P. DYER, Chief of Police
Police Department

BY: SHARON SHAFFER, Deputy Chief of Police
Support Division

SUBJECT: APPROVE THE AGREEMENT WITH THE NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS (NACCHO) FOR THE ACCEPTANCE OF A \$5,000 GRANT AWARD TO SUPPORT PROGRAM ENHANCEMENTS TO THE FRESNO POLICE DEPARTMENT'S MEDICAL RESERVE CORPS PROGRAM

RECOMMENDATIONS

The Police Department recommends that the City Council authorize and approve the acceptance of a \$5,000 award from the National Association of County and City Health Officials (NACCHO) to enhance the capacity of the Medical Reserve Corps (MRC) program.

EXECUTIVE SUMMARY

The United States Department of Health and Human Services, Office of the Surgeon General, allocated grant funding to communities throughout the country to enhance civilian volunteer medical responses to acts of terrorism and natural disasters through the establishment of Medical Reserve Corps units. The City Council approved and accepted a three-year demonstration grant award for FY 2003 through FY 2006. In response to the demands created across the country by Hurricane Katrina, an additional year (FY 2007) was authorized to exhaust the original demonstration project funding.

Although there have been no direct grant awards offered to Medical Reserve Corps units since FY 2008, the Surgeon General's Office did award a substantial grant to the National Association of County and City Health Officials (NACCHO), which in turn is offering a \$5,000 Capacity Building Award (CBA) to the Fresno Medical Reserve Corps unit. In anticipation of receiving this annual award, \$5,000 was incorporated in the FY 2010 budget, therefore, no appropriation is needed.

BACKGROUND

In response to the terrorist attacks of September 11, 2001, the United States Department of Health and Human Services, Office of the Surgeon General, has provided funding to communities throughout the nation to enhance civilian volunteer medical assistance in response to acts of terrorism and natural disasters. This funding has most commonly been used to start and maintain Medical Reserve Corps units throughout the country. The Medical Reserve Corps is a component of the Citizen Corps Program, which harnesses the efforts of volunteer services in one of five key programs – Neighborhood Watch, Volunteers in Police Service (VIPS), Community Emergency Response Teams (CERT), Medical Reserve Corps (MRC), and the Fire Corps. The Fresno Police Department's Citizen Corps Program is currently active in four of these programs.

The Surgeon General's Office has chosen not to offer direct grant awards beyond FY 2008, but instead has awarded a grant to the National Association of County and City Health Officials (NACCHO), which is offering

financial awards to active Medical Reserve Corps units. The City of Fresno MRC unit has been selected to receive a \$5,000 cash award, with no financial match required. This is not a traditional government grant award, per se, but is instead a contractual agreement between NACCHO and the City of Fresno. In return for a \$5,000 cash payment to support the continuing efforts of our MRC unit, the City of Fresno will agree to maintain its MRC unit in good standing, to participate in a technical assistance assessment, and to maintain its MRC unit profile on the national MRC website; all of which are routine functions performed by the unit on a regular basis.

FISCAL IMPACT

There is no fiscal impact.

JPD:SS:pgh
3/24/2010

Attachment: Agreement

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1100 17th Street, NW, Second Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

CONTRACT # MRC 10 0036

This Agreement is entered into, effective as of the date of the later signature indicated below (the "Effective Date"), by and between the **National Association of County and City Health Officials** ("NACCHO"), with its principal place of business at 1100 17th St., N.W., Suite 200, Washington, DC 20036, and **City of Fresno** ("Organization"), with its principal place of business at 2326 Fresno Street, Room 201, Fresno, CA 93721.

WHEREAS, NACCHO has received a grant from the Department of Health and Human Services (Grant Number: 6 MRCSG061001-03, CFDA Number: 93.008) (the "Grant") to build the capacity of local Medical Reserve Corps ("MRC") units;

WHEREAS, pursuant to the terms of the Grant, NACCHO has agreed, among other things, to provide support to MRC units and to encourage these units to provide certain information to the Office of the Surgeon General's Office of the Civilian Volunteer Medical Reserve Corps ("OSG/OCVMRC");

WHEREAS, Organization either houses or is itself an MRC unit that is registered in good standing with the OSG/OCVMRC;

WHEREAS, pursuant to the terms of the Grant, NACCHO desires to provide funding to Organization in exchange for Organization agreeing, among other things, to undertake the activities indicated in their capacity building application or oversee such activities and to provide certain information to the OSG/OCVMRC.

NOW, THEREFORE, NACCHO and Organization, intending to be legally bound, in consideration of the promises and mutual covenants and obligations contained herein, hereby agree as follows:

1. **ORGANIZATION'S OBLIGATIONS:** In consideration for the payment described in Section 3, below, Organization agrees, during the Term of this Agreement, to be an MRC Unit in Good Standing by meeting the following criteria below. If Organization houses an MRC Unit, Organization will insure that the unit is an MRC Unit in Good Standing by meeting the following criteria below.
 - a. Have 501c(3) or comparable status or be housed in an organization capable of and willing to receive federal funds on its behalf;
 - b. Monitors and provide updates to the MRC Unit's profile on the MRC web site no less often than once every three months;
 - c. Provides the OSG/OCVMRC with regular updates of programs and plans;
 - d. Actively works towards National Incident Management System ("NIMS")

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compliance;

- e. Agrees to participate in MRC Unit Technical Assistance assessments;
 - f. Utilizes capacity building award funds for approved purposes, and as indicated in their capacity building award application;
 - g. Maintains Registered status with the OSG/OCVMRC; and
 - h. Agrees to participate in an evaluation review by NACCHO
2. **TERM OF AGREEMENT:** The term of the Agreement shall be begin on January 22, 2010 and shall continue until July 31, 2010 (the "Term").
 3. **PAYMENT FOR SERVICES:** In consideration for the agreements by Organization set forth in Section 1, above, NACCHO shall pay Organization Five Thousand Dollars (\$5,000). Payment will be made before the expiration of the Term of the Agreement.
 4. **REVISIONS AND AMENDMENTS:** Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
 5. **ASSIGNMENT:** Organization may not assign this Agreement nor delegate any duties herein without the expressed written approval of NACCHO.
 6. **INTERFERING CONDITIONS:** Organization shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Organization's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Organization of said duties and responsibilities under this Agreement.
 7. **RESOLUTION OF DISPUTES:** The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement.
 8. **ENTIRE AGREEMENT:** This Agreement contains all agreements, representations, and understandings of the parties and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written.
 9. **PARTIAL INVALIDITY:** If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, that part, term or provision shall be restated to effectuate the parties' intentions, and the validity of the remaining portions or provisions shall not be affected.
 10. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to its conflict of law rules).

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(202)783-5550 FAX (202)783-1583

11. **COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS:** Organization's use of funds under this Agreement is subject to the directives of and full compliance with 45 C.F.R. Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). It is the Organization's responsibility to understand and comply with all requirements set forth therein.
12. **DEBARRED OR SUSPENDED ORGANIZATIONS:** Pursuant to OMB Circular A-110, Organization certifies to the best of its knowledge that its is not presently and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
13. **AUDITING:** Organization agrees to permit independent auditors to have access to its books, records and financial statements for the purpose of monitoring compliance with this contract.
14. **NOTICE:** All notices under this Agreement shall be in writing and shall be sent via facsimile and first class mail, postage prepaid, to the addresses below. Either party may update its address by providing written notice to the other party pursuant to the terms of this provision.

TO NACCHO:

National Association of County and City Health Officials
Attn: Contracts Specialist
1100 17th Street, N.W., Second Floor
Washington, D.C. 20036
Tel. (202) 507-4272
Fax (202) 783-1583

TO ORGANIZATION:

City of Fresno
Deputy Chief Sharon Shaffer
Deputy Chief, Fresno Police Department
2326 Fresno Street -Room 201
Fresno, CA 93721

National Association of County and City Health Officials

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National Association of County and City Health Officials
1100 17th Street, NW, Second Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

Tel. (559) 621-2328

17. **AUTHORITY TO BIND PARTY:** Each party hereby represents and warrants that the person signing this Agreement on its behalf as the authority to bind such party.

NACCHO:

ORGANIZATION:

Authorized Signature:

Authorized Signature:

By: _____

By: _____

Name: John Mericsko
Title: Chief Financial Officer

Organization: National Association of County
and City Health Officials

Name: Sharon Shaffer
Title: Deputy Chief, Fresno Police Dept

Organization: City of Fresno

Address: 1100 17th Street, NW
Second Floor
Washington, DC 20036

Address: 2326 Fresno Street
Room 201
Fresno, CA 93721

Phone: 202-507-4246
Fax: 202-783-1583
EIN: 52-1426663

Phone: _____
Fax: _____
EIN: 94-6000338

Date: _____

Date: _____

**APPROVED AS TO FORM:
CITY OF FRESNO
CITY ATTORNEY'S OFFICE**

BY: Nancy A. Aljari 2/18/10
SENIOR DEPUTY
Nancy A. Aljari

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(202)783-5550 FAX (202)783-1583

CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that City of Fresno has not been debarred or suspended pursuant to OMB Circular A-110 and will not subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689 "Debarment and Suspension."

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
ORGANIZATION	DATE SIGNED