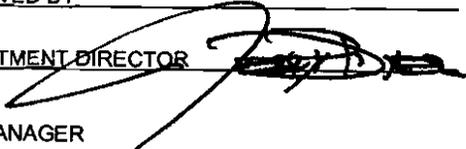




REPORT TO THE CITY COUNCIL

AGENDA ITEM NO.	1 A
COUNCIL MEETING	06/04/09
APPROVED BY	
DEPARTMENT DIRECTOR	
CITY MANAGER	

DATE: June 4, 2009

FROM: JERRY DYER, Chief of Police
Police Department

BY: RONALD GRIMM, Sergeant
Special Operations 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

KEY RESULT AREA

Public Safety

RECOMMENDATIONS

Staff recommends that the City Council authorize 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.

KEY OBJECTIVE BALANCE

This NACCHO award balances the three key objectives of prudent Financial Management, Employee Satisfaction, and Customer Satisfaction by bringing in outside funding to provide program enhancements to continue the staffing and operation of the Medical Reserve Corps, a valuable volunteer effort that directly supports the community in times of crisis, both natural and man-made. The CBA will facilitate training for current volunteers, as well as greater recruiting opportunities to build and strengthen the unit.

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.

Under the Medical Reserve Corps program, the City of Fresno was originally awarded funding for three years beginning October 1, 2002, and continuing through October 1, 2005. During October 2005, the Department of Health and Human Services extended the program an additional year to allow communities to spend any funding not yet expended and to expand on responses to all catastrophic incidents such as Hurricane Katrina. The City of Fresno's Medical Reserve Corps unit expended all available grant funding and successfully closed-out the Surgeon General's demonstration grant.

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 chosen 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 our MRC unit in good standing, to participate in a technical assistance assessment, and to maintain our MRC unit profile on the national MRC website; all of which are routine functions performed by the unit on a regular basis.

At this time, the Police Department is asking Council to authorize the acceptance of this \$5,000 award, and to authorize the Chief of Police (or his designee) to enter into the contract with the National Association of County and City Health Officials. A copy of this agreement is attached to this Council Report for review.

FISCAL IMPACT

There is no fiscal impact.

JD:rg
05/18/09

Attachments: NACCHO Agreement with City of Fresno

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 090036

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, Fresno, California, 93721.

WHEREAS, NACCHO has received a grant from the Department of Health and Human Services (Grant Number: 1 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 1, 2009 and shall continue until July 31, 2009 (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:** Should any disputes arise between the parties during the Term of this Agreement, the parties shall make a good faith attempt to resolve such disputes through dialogue and negotiation.
 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

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with the laws of the State of California.

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

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

TO ORGANIZATION:
City of Fresno
Patrick Farmer
Deputy Chief, Fresno Police Department
2326 Fresno Street ,
Fresno, California 93721
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:

Name: John Mericsko
Title: Chief Financial Officer

Name: **Patrick Farmer**
Title: **Deputy Chief, Fresno Police Department**

Organization: National Association of County
and City Health Officials

Organization: **City of Fresno**

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

Address: **2326 Fresno Street**
Fresno, California 93721

Phone: 202-783-5550 x207
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: *David Kelly 4-3-02*
SENIOR DEPUTY
Norman K. Aguilar