

Item # 48

**City of Carson City
Agenda Report**

Date Submitted: 04/24/07

Agenda Date Requested: 05/03/07

Time Requested: Consent

To: Carson City Board of Supervisors

From: Health and Human Services Department

Subject Title: Action to approve a grant award in the amount of \$10,000.00 from the National Association of County and City Health Officials, for the Medical Reserve Corp.

Staff Summary: These funds will be used to build the capacity of our local Medical Reserve Corp.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve a grant award in the amount of \$10,000.00 from the National Association of County and City Health Officials, for the Medical Reserve Corp.

Explanation for Recommended Board Action: Medical Reserve Corp (MRC) units are community-based and function as a way to locally organize and utilize volunteers who want to donate their time and expertise to prepare for and respond to emergencies and promote healthy living throughout the year. MRC volunteers supplement existing emergency and public health resources. MRC volunteers include medical and public health professionals such as physicians, nurses, pharmacists, dentists, veterinarians, and epidemiologists. Many community members—interpreters, chaplains, office workers, legal advisors, and others—can fill key support positions.

Applicable Statue, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: \$10,000.00, which will be reimbursed from the grant.

Explanation of Impact: Payment will be made before the expiration of the Term of Agreement, which is July 31, 2007.

Funding Source: National Association of County and City Health Officials (No match required)

Alternatives: Do Not Approve

Supporting Material: N/A

Prepared By: Daren Winkelman

Reviewed By:

D.A. Winkelman
(Department Head)

Date: 04/24/07

[Signature]
(City Manager)

Date: 4-24-07

Melanie Sambotta
(District Attorney)

Date: 4-24-07

[Signature]
(Finance Director)

Date: 4/24/7

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

Copy

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

COPY

CONTRACT # MRC 07411

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 Carson City ("Organization"), with its principal place of business at 201 North Carson Street, Carson City, NV 89701.

WHEREAS, NACCHO has received a grant from the Department of Health and Human Services (Grant Number: 1 MRCSG061001-01, 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 funding support to MRC units and to encourage these units to provide certain information to the Office of the Surgeon General's MRC Program Office ("MRC Program Office");

WHEREAS, Organization either houses or is itself an MRC unit that is registered in good standing with the MRC Program Office;

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 award application or oversee such activities and to provide certain information to the MRC Program Office.

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 MRC Program Office with regular updates of programs and plans;
 - d. Actively works towards National Incident Management System ("NIMS") compliance;

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- 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 MRC Program Office; and
 - h. Agrees to participate in an evaluation review by NACCHO
2. **TERM OF AGREEMENT:** The term of the Agreement shall begin on the Effective Date and shall continue until July 31, 2007 (the "Term"). The parties can extend the Term by mutual agreement.
 3. **PAYMENT FOR SERVICES:** In consideration for the agreements by Organization set forth in Section 1, above, NACCHO shall pay Organization Ten Thousand Dollars (\$10,000.00). 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 express 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. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the rules then obtaining of the American Arbitration Association. The arbitration award shall be final and binding upon the parties. If a dispute should arise about an arbitration award, judgment may be entered therein in any court of competent jurisdiction.
 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.

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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 District of Columbia (without regard to its conflict of law rules).
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. **LOBBYING RESTRICTIONS AND DISCLOSURES**: Pursuant to OMB Circular A-110, Organization will certify to NACCHO using the required form that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Organization will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
15. **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.

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TO NACCHO:
National Association of County and City Health Officials
Attn: Chief Financial Officer
1100 17th Street, N.W., Second Floor
Washington, D.C. 20036
Tel. (202) 783-5550
Fax (202) 783-1583

TO ORGANIZATION:
Carson City Health & Human Services
Attn: Carol Godtfredsen
900 East Long Street
Carson City, NV 89706
Tel. (775) 887-2190
Fax (775) 887-2248

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:
Authorized Signature:

By: _____

Name: Michelle G. Chuk
Title: Senior Advisor

Organization: National Association of County
and City Health Officials

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

Phone: 202-783-5550 x209
Fax: 202-783-1583
EIN: 52-1426663

Date: _____

ORGANIZATION:
Authorized Signature:

By:  _____

Name: Daren Winkelman
Title: Director

Organization: Carson City Health &
Human Services

Address: 900 East Long Street
Carson City, NV 89706

Phone: 775-887-2190
Fax: 775-887-2248
EIN:

Date: 04/16/07