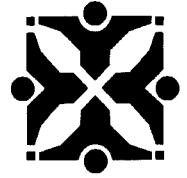


City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 59-15

Department Source: Public Health & Human Services

To: City Council

From: City Manager & Staff

Council Meeting Date: 3/2/2015

Re: National Association of County and City Health Officials (NACCHO)

Contract # MRC 15 - 0126

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Contract # MRC 15 - 0126

Supporting documentation includes: None

Executive Summary

An ordinance authorizing the City Manager to sign Contract # MRC 15 - 0126 between the City of Columbia and the National Association of County and City Health Officials (NACCHO) in the amount of \$3,500 for the period of January 7, 2015 through July 13, 2015; appropriating funds.

Discussion

The Department of Public Health and Human Services has been awarded funding from the National Association of County and City Health Officials (NACCHO) in the amount of \$3,500. This funding will be used to offset training, travel and supply expenses associated with capacity building of the local Medical Reserve Corps (MRC) unit by recruiting and retaining local volunteers for public health emergency preparedness and response to public health emergencies.

Fiscal Impact

Short-Term Impact: None

Long-Term Impact: None

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Health, Social Services and Affordable Housing

Strategic Plan Impact: Health, Safety and Wellbeing

Comprehensive Plan Impact: Not Applicable

Suggested Council Action

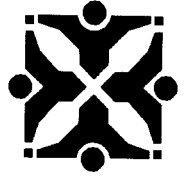
Should the Council agree with staff recommendations, an affirmative vote is in order.

Legislative History

This award was last received in 2013, and had been received annually since 2009.

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Stephanie Browning
Department Approved

[Signature]
City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 59-15

AN ORDINANCE

authorizing an agreement with the National Association of County and City Health Officials for the Medical Reserve Corps program; appropriating funds; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with the National Association of County and City Health Officials for the Medical Reserve Corps program for the period of January 7, 2015 through July 31, 2015. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto. Any actions taken by or on behalf of the City in connection with such agreement prior to the date of this ordinance are hereby approved and ratified.

SECTION 2. The sum of \$3,500.00 is hereby appropriated from Account No. 110-3020-461.10-00 GMNA15 in the following amounts to the following accounts:

\$575.00	Registration and Tuition	Account No. 110-3020-531.20-40 GMNA15
\$1,175.00	Travel	Account No. 110-3020-531.20-10 GMNA15
\$1,750.00	Miscellaneous Supplies	Account No. 110-3020-531.13-95 GMNA15

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2015.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in Account No. 110-3020-461.10-00 GMNA15 to cover the above appropriation.

Director of Finance

**National Association of County and City Health Officials
Agreement**

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

CONTRACT # MRC 15 - 0126

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., 7th Floor, Washington, DC 20036, and **City of Columbia/ Public Health and Human Services** ('Organization'), with its principal place of business at **1005 West Worley Street, Columbia, Missouri 65203**

WHEREAS, NACCHO has received a grant from the Department of Health and Human Services (Grant # 5 MRCSG101005-04-00, CFDA # 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 Assistance Secretary for Preparedness and Response's Division of the Civilian Volunteer Medical Reserve Corps ('ASPR/DCVMRC');

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

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 ASPR/DCVMRC.

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 ensure that the unit is an MRC Unit in Good Standing by meeting the following criteria below.

1. Have 501c(3) or comparable status or be housed in an organization capable of and willing to receive federal funds on its behalf;
 2. Monitors and provide updates to the MRC Unit's profile on the MRC web site no less often than once every three months;
 3. Provides the ASPR/DCVMRC with regular updates of programs and plans;
 4. Actively works towards National Incident Management System ("NIMS") compliance;
 5. Agrees to participate in MRC Unit Technical Assistance assessments;
 6. Utilizes capacity building award funds for approved purposes, and as indicated in their capacity building award application;
 7. Maintains Registered status with the ASPR/DCVMRC; and
 8. Agrees to complete program/event/activity evaluations provided by NACCHO
2. **TERM OF AGREEMENT:** The term of the Agreement shall be begin on **January 7, 2015** and shall continue until **July 31, 2015** (the "Term").
3. **PAYMENT FOR SERVICES:** In consideration for the agreements by Organization set forth in Section 1, above, NACCHO shall pay Organization Three thousand Five Hundred Dollars (\$3500.00). 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 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. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Organization, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Organization and NACCHO in relation to the actual costs

incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. 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 then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered 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.

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. 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.

FOR NACCHO:

National Association of County and City Health Officials
Attn: Naccho MRC Team
1100 17th Street, N.W., 7th Floor
Washington, D.C. 20036
Tel. (202) 873-5550

Fax (202) 783-1583
Email: mrc@naccho.org

FOR CONTRACTOR:

TO ORGANIZATION:

City of Columbia/ Public Health and Human Services
Michael Matthes
City Manager
1005 West Worley Street
Columbia, Missouri 65203
Tel. 5738746338

15. 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: Dawn P. Richardson,
JD, MA

Name: Michael Matthes

Organization: National Association
of County and City
Health Officials

Organization: City of Columbia/
Public Health and
Human Services

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

Address: 1005 West Worley
Street
Columbia, Missouri
65203

Phone: 202-507-4264

Phone: 5738746338

Fax: 202-783-1583

Fax: 5734428828

EIN: 52-1426663

EIN: 436000810

Date:

Date:

ATTEST:

By:

Sheela Amin, City Clerk

Date:

APPROVED AS TO FORM:

By:

Nancy Thompson, City Counselor

Date:

CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that **City of Columbia/ Public Health and Human Services** 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