

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners

FROM: Willie Bence, Emergency Management Director

DATE: September 3, 2024

RE: National Association of City and County Health Officers Contract
MRC 24-2809

STATEMENT OF ISSUE:

The Medical Reserve Corps is a volunteer program operated in partnership between DEM and Public Health that utilizes retired doctors, nurses, and other medical professionals as volunteers. First developed during the COVID-19 pandemic response, the MRC provides community education, first aid, and disaster response.

ANALYSIS:

This contract provides financial support for MRC activities, including training supplies for First Aid, CPR, Stop the Bleed, and disaster preparedness supply caches.

FISCAL IMPACT:

This agreement would provide the Medical Reserve Corps with \$10,000 in funding to support local activities.

RECOMMENDATION:

Recommend approval of this agreement.

REVIEWED BY:

 8/30/24

Mark McCauley, County Administrator Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: National Assoc of City and County Health Officials

Contract No: MRC 24-2809

Contract For: Medical Reserve Corps Funding

Term: 1 year

COUNTY DEPARTMENT: Emergency Management

Contact Person: Willie Bence

Contact Phone: 360-344-9729

Contact email: wbence@co.jefferson.wa.us

AMOUNT: 10,000

Revenue: 10,000

Expenditure:

Matching Funds Required: N/A

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

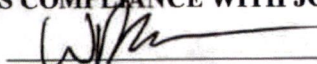
PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

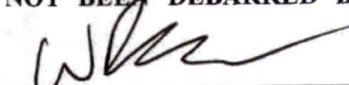
CERTIFIED: ☒ N/A: ☐


Signature

4-22-24
Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐


Signature

4-22-24
Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 8/16/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 8/15/2024.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1201 (I) Eye Street NW 4th Fl., Washington, DC 20005
Tel. (202)783-5550 Fax. (202)783-1583

CONTRACT # MRC 24 - 2809

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 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005 and **Jefferson County Public Works Department through Jefferson County Department of Emergency Management** ("Organization"), with its principal place of business at 623 Sheridan St., Port Townsend, Washington 98368.

WHEREAS, NACCHO has received a grant from the Department of Health and Human Services' Office of the Assistant Secretary of Preparedness and Response (Grant No. 1 U3REP230718-01-00, 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 Assistant Secretary of Preparedness and Response ("ASPR"), Medical Reserve Corps Program ("MRC Program");

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

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 MRC Program;

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. **TERM OF AGREEMENT:** The term of the Agreement shall begin from the Effective Date and shall continue until September 29, 2024 (the "Term").
2. **PAYMENT FOR SERVICES:** In consideration for the completion of services performed by Organization as set forth in Section 3, NACCHO shall pay Organization a Firm Fixed Price payment of \$10,000. The parties agree that payment method shall be made by check, via postage-paid first-class mail, at the address for the giving of notices as set forth in Section 19 of this Agreement. Any changes of payment method would require a modification signed by both parties.

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1201 (I) Eye Street NW 4th Fl., Washington, DC 20005
Tel. (202)783-5550 Fax. (202)783-1583

3. **ORGANIZATION'S OBLIGATIONS:** In consideration for the payment described, Organization agrees, during the Term of this Agreement, by performing the following criteria below:
 - a. Has 501c (3) or comparable status or be housed in an organization capable of and willing to receive federal funds on its behalf.
 - b. Organization receiving the funds must be registered and active on SAM.gov.
 - c. Utilizes MRC Operational Readiness Award funds for approved purposes, and as indicated in their award application.
 - d. Submission of Deliverable 1 using the template provided by NACCHO and signed contract by May 03, 2024 (Required to receive 100% of payment - See Appendix A)
 - e. Submission of Deliverable 2 by July 29, 2024— See Appendix B. If not completed by July 29, 2024, 50% of received payment shall be refunded back to NACCHO. Organization shall contact NACCHO promptly to notify and start the process of refund.
 - f. Submission of Deliverable 3 by March 2025 – See Appendix C. All awardees will be required to complete a final project survey as part of the funding agreement. Completion is required to be considered in the next MRC award selection.
4. **INDEMNIFICATION:** To the extent permissible by law, Organization agrees to defend, hold harmless and indemnify NACCHO and its directors, officers, employees, representatives, agents, and contractors from and against all losses, costs, damages, claims, expenses, or other liability whatsoever (including all reasonable attorneys' fees) arising out of or connected with Organization's services under this Agreement, including, but not limited to, any accident or injury to persons or property.
5. **REVISIONS AND AMENDMENTS:** Any revisions or amendments to this Agreement, including changes of payment method and/or address, must be made in writing and signed by both parties.
6. **ASSIGNMENT:** Organization may not assign this Agreement nor delegate any duties herein without the expressed written approval of NACCHO.
7. **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.
8. **PUBLICATION:** All Organization publications, including research publications press releases other publications or documents about research that is funded by ASPR must include the following two statements: (1) A specific acknowledgment of ASPR grant support, such as: "Research reported in this [publication/ press release] was supported by [name of the program

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1201 (I) Eye Street NW 4th Fl., Washington, DC 20005
Tel. (202)783-5550 Fax. (202)783-1583

office(s), or other ASPR offices] the Department of Health and Human Services Office of the Assistant Secretary for Preparedness and Response under award number [specific ASPR grant number(s)].” (2) A disclaimer that says: “The content is solely the responsibility of the authors and does not necessarily represent the official views of the Department of health and Human Services Office of the Assistant Secretary for Preparedness and Response.”

9. **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 or other mutually agreed venue, 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.
10. **TERMINATION:** Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Organization for services rendered through the date of termination.
11. **ENTIRE AGREEMENT:** This Agreement contains all agreements, representations, and understandings of the parties and supersedes and replaces all previous understandings, commitments, or agreements, oral or written.
12. **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.
13. **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).
14. **COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS:** Organization’s use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1201 (I) Eye Street NW 4th Fl., Washington, DC 20005
Tel. (202)783-5550 Fax. (202)783-1583

Federal Awards), and 45 CFR Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), and 45 CFR Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations and Commercial Organizations). It is the Organization's responsibility to understand and comply with all requirements set forth therein. The terms and conditions of this award and other requirements have the following order of precedence if there is any conflict in what they require: (1) Federal Statutes; (2) Federal Regulations; (3). Executive Orders; (4) OMB Policies to include 2 CFR 200; (5) Terms and conditions of the award.

15. **DEBARRED OR SUSPENDED ORGANIZATIONS:** Pursuant to Executive Order 12549 and Executive Order 12689 entitled "Debarment and Suspension" and 2 CFR 180, Organization certifies to the best of its knowledge that it is not presently debarred or suspended and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.
16. **LOBBYING RESTRICTIONS AND DISCLOSURES:** Organization must comply with 45 CFR Part 93.
17. **SALARY LIMITATION:** Pursuant to CDC Additional Requirement – 32: Appropriation Act, General Provisions, cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this Agreement shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.
18. **PROCUREMENT:** Organization must comply with procurement standards at 45 CFR Part 75.329 Procurement procedures, which requires the performance and documentation of some form of cost or price analysis with every procurement action.
19. **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.
20. **NOTICE:** All notices under this Agreement shall be in writing and shall be sent via email 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

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1201 (I) Eye Street NW 4th Fl., Washington, DC 20005
Tel. (202)783-5550 Fax. (202)783-1583

1201 (I) Eye Street NW 4th Fl.
Washington, DC 20005
Tel. (202) 783-5550
Fax (202) 783-1583
Email: mrc@naccho.org

FOR ORGANIZATION:

Legal Address:
Jefferson County Public Works
Department through Jefferson County
Department of Emergency Management
Attn.: David Codier
623 Sheridan St.,
Port Townsend, Washington 98368
Tel. +1 480-797-0082
Email: dcodier@co.jefferson.wa.us

Check Mailing Address:
Jefferson County MRC
81 Elkins Road,
Port Hadlock, Washington 98330

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

NACCHO:

Authorized Signature:

By: _____

Name: Jerome Chester
Title: Chief Financial Officer

EIN: 52-1426663
UEI: SRH7DCCTU3G7
Date: _____

ORGANIZATION:

Authorized Signature:

By: _____

Name: Kate Dean
Title: Chair, Board of County
Commissioners

EIN: 91-6001322
UEI: PC7MRLYLNGD5
Date: _____

APPENDIX A – MRC ORA Invoice & Action Plan

**2024 MRC Operational Readiness Awards Deliverable 1
ORA Invoice & Action Plan**

Due: May 3, 2024

Unit Administrative Information	
MRC Unit Number	
MRC Unit Name	
MRC Unit Point of Contact (POC)	
POC Email	
Total Award Amount	
Date Invoice 1 submitted	

Tasks completed	Invoice Amount
Invoice & ORA Action Plan	\$

Send Check to:

2024 MRC Operational Readiness Award Action Plan
(Refer to your application to complete the following sections)

1. Current State:

Describe the current readiness and capabilities of the MRC unit. Describe barriers to deploying MRC volunteers. Describe the challenges and strengths to support the level of funding requested. Units requesting the Tier 2 award should be able to demonstrate their current capacity to develop and/or strengthen response plans and mission sets. Include how the MRC unit is currently integrated into response plans and opportunities to support new or evolving missions.

2. Future State:

Describe the goals of the project (i.e., building or strengthening the unit's operational readiness over the next 12-36 months). Consider what is realistic this project year and what specific steps the unit will take to achieve the project goals (i.e., the objectives). Use **SMART criteria** to develop goals and objectives.

2024 MRC Operational Readiness Award Action Plan
(Refer to your application to complete the following sections)

3. Implementation Plan:

Describe the activities and/or training events to be conducted to meet the project goals, objectives, and outcomes. Include a brief timeline that covers the next 12 months.

SAMPLE

APPENDIX B – MRC ORA Interim Project Survey

2024 MRC Operational Readiness Awards Deliverable Overview of Interim Project Survey

Due: July 29, 2024

MRC unit leaders will receive a link via email in June 2024 to complete the Interim Project Survey. For planning purposes, the Interim Project Survey may contain the following sample questions:

- Has the MRC unit begun the project? Yes/No
- If no, please explain the challenges that have prevented the initiation of the project.
- Describe progress on the implementation plan.
- Describe progress on measurable outcomes.
- Approximately how many MRC volunteers are expected to contribute to the implementation of the project and how many are expected to directly benefit from the project?
- Describe any improvements you would suggest to NACCHO for future award application cycles.

APPENDIX C - MRC ORA Final Project Evaluation

2024 MRC Operational Readiness Awards Deliverable 3 Overview of Final Project Evaluation Survey Due: March 2025

MRC unit leaders will receive a link via email in January 2025 to complete the Final Project Evaluation Survey. For planning purposes, the Final Project Evaluation Survey may contain the following sample questions:

- Was your unit able to complete planned award activities? Yes/No
- What activities were supported by the ORA grant?
- Were the ORA activities evaluated? If so, how?
- What were the measurable outcomes and community impact of your award activities?
- Approximately how many MRC volunteers contributed to ORA activities?
- Approximately how many MRC volunteer hours did the ORA activities benefit from?
- Do you feel that the ORA helped improve the capability/capacity of your MRC unit?
- What resources or tools did the unit develop through your project?
- How many and what types of Mission Sets did the unit develop/strengthen?
- What best practices or resources utilized for ORA activities would you recommend to other MRC units?
- Do you have any success stories, pictures, and/or resources that you would like to share

CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

In accordance with Executive Order 12549 and Executive Order 12689, entitled Debarment and Suspension, and any applicable implementing regulations, this certification must be completed by the Organization:

1. Under penalty of perjury, except as noted below, all persons or firms or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, or local) terminated for cause or default.
 - e. Will not subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to NACCHO.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
ORGANIZATION Jefferson County Public Works Department through Jefferson County Department of Emergency Management	DATE SIGNED