

**CITY OF HOMER  
HOMER, ALASKA**

City Manager

**ORDINANCE 21-22**

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF HOMER,  
ALASKA ACCEPTING GRANT FUNDS FROM THE STATE OF ALASKA  
DEPARTMENT OF HEALTH AND SOCIAL SERVICES FOR  
DISTRIBUTION OF COVID-19 VACCINES, AS WELL AS OTHER  
COVID-19 RELATED RECOVERY AND PREVENTION STRATEGIES  
AND APPROVING A MEMORANDUM OF AGREEMENT.

WHEREAS, In support of efforts statewide to respond to and recover from the COVID-19 pandemic and to help decrease health inequities, the State of Alaska Department of Health and Social Services (DHSS) made funding available to local units of government for COVID-19 testing and vaccine distribution; and

WHEREAS, The City, in partnership with South Peninsula Hospital and Kachemak City, submitted a funds request to utilize the City of Homer's \$254,040 allotment and Kachemak City's \$24,376.44 allotment to support Homer Unified Command's ongoing efforts to distribute COVID-19 vaccinations to residents of the Southern Kenai Peninsula; and

WHEREAS, The City is pleased to have been awarded \$278,416.00 through a Memorandum of Agreement to support COVID-19 vaccination distribution and COVID-19 vaccine and testing communication and education through March 31, 2022; and

WHEREAS, An MOA between the City and DHSS is in the best interest of public health and safety in that it supports the ongoing distribution of vaccines with special focus on lowering barriers to vaccine access among hard-to-reach populations; and

WHEREAS, Staff requests accepting this grant through Emergency Ordinance so that we may enter into the MOA and begin accessing grant funds in a timely manner to support current vaccination efforts. A regular Ordinance replacing this Emergency Ordinance will be brought before Council at the April 26<sup>th</sup> meeting.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby approves the Memorandum of Agreement between the City of Homer and the State of Alaska DHSS, a copy of which is attached and incorporated herein.



Section 2. The Homer City Council hereby appropriates the DHSS Community funding in the amount of \$278,416 for the purpose outlined in the MOA:

Revenue:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
	DHSS COVID-19 Community Grant	\$278,416.00

Expenditure:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
	DHSS COVID-19 Community Grant	\$278,416.00

Section 3. The City Manager is authorized to negotiate and execute the appropriate documents.

Section 4. This is an emergency ordinance of general character and will be effective for 60 days, in accordance with HCC 1.08.040.

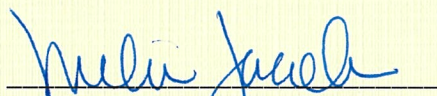
ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 12th day of April, 2021.

CITY OF HOMER

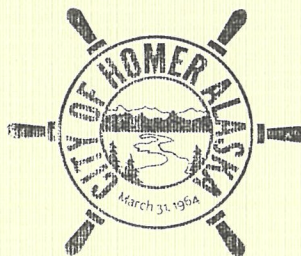


KEN CASTNER, MAYOR

ATTEST:



MELISSA JACOBSEN, MMC, CITY CLERK



YES: 6

NO: 0

ABSTAIN: 0

ABSENT:

Introduction: 4.12.21

Public Hearing: NA

Second Reading: NA

Effective Date: 4.12.21





**Memorandum of Agreement (MOA) Between  
State of Alaska - Department of Health and Social Services  
Division of Public Health – COVID-19 Emergency Operations Center (DPH-EOC)  
- and -  
City of Homer  
MOA # C0621-570-C**

**I. PURPOSE AND SCOPE**

The purpose of this MOA is to provide funding to government entities to implement community-driven strategies that support COVID-19 related activities. These activities include improving efforts and increase access to COVID-19 testing in the community, building capacity to increase access to COVID-19 vaccine in the community and implementing strategies that decrease health inequities, as well as other COVID-19 related recovery and prevention strategies.

**II. THE DPH AGREES TO:**

Provide support to the community on COVID-19 vaccine administration, testing, and other COVID-19 related activities. The COVID-19 EOC Team is available to consult and provide technical assistance to government entities and to pre-approved pass-through recipients of award funding. The team will also ensure that approved activities meet the funding requirements.

**III. THE CITY OF HOMER AGREES TO:**

Provide vaccination clinics to serve the cities of Homer and Katchemak, COVID-19 vaccine and testing communication and education, and pass-through funding to community organizations/businesses providing COVID-19 outreach services in the community.

Recipient must establish/maintain/provide electronic reporting of SARS-CoV2/COVID-19 laboratory data to CDC daily per the guidance provided by CDC (e.g., CELR). This includes all testing (e.g., positive/negative, PCR, Point-of-Care, etc.) and complete data elements (e.g., race/ethnicity) per CARES legislation and ELC performance measures.

Any additional activities not specifically stated in this MOA must be approved by the COVID-19 EOC Team prior to those activities occurring.

**IV. JOINT RESPONSIBILITIES:**

Both parties will make a good faith effort to communicate about any issues that might arise that will impact the timeliness of activities, reporting, or payment.

V. PERIOD OF AGREEMENT AND TERMINATION:

This agreement will terminate on March 31, 2022 and receipts must be for activities prior to this date. Funds are intended to be used to support staff time (including overtime), supplies, and other materials as needed to support COVID-19 related activities.

VI. TERMS OF PAYMENT

The State agrees to pay the City of Homer up to \$278,416.00 over the term of this agreement.

The Contractor will submit monthly invoices detailing services performed in accordance with appendix A.

The invoice must:

- reference the contractor's name, address and phone number
- reference the contract number: C0621-570-C
- include an invoice number
- Reference the Alaska Division of Public Health – COVID Admin

The Contractor shall submit final invoices to the address specified below no later than 30 days after March 31, 2022. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process. The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

Email invoices to:

[covidadmin@alaska.gov](mailto:covidadmin@alaska.gov)

(please reference *Community MOA Reimbursement Request* in the subject line)

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold reimbursement at any time the Contractor fails to comply with the terms of the MOA.

VII. GRANT COMPLIANCE FROM THE FEDERAL NOTICE OF GRANT AWARD

- Recipients must comply with the Terms and Conditions of this award, all Code of Federal Regulations, and the Alaska Administrative Manual.
- In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federalregulationspolicies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number CK19-1904 entitled "Cooperative Agreement for Epidemiology and Laboratory Capacity (ELC), which is hereby made a part of this non-research award, hereinafter referred to as the Notice of Award (NoA).
- Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); and/or the Consolidated Appropriations Act, 2021, Division M – Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260), agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance

from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

- To achieve the public health objectives of ensuring the health, safety, and welfare of all Americans, Recipient must distribute or administer vaccine without discriminating on non-public-health grounds within a prioritized group. This includes, but is not limited to, immigration status, criminal history, incarceration, or homelessness. To this end, and to help achieve the public health imperative of widespread herd immunity to COVID-19, Recipient must administer or distribute vaccine to any and all individuals within a prioritized group in the same timeframe, taking into account available vaccine doses. For example, if meatpacking plant workers are a prioritized group, then all workers in that group, including undocumented immigrants, must be vaccinated to help assure that the plant is in a position to safely resume essential functions. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.
- Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.
- This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.

#### **Unallowable Costs:**

- Resources funded by another HSS Contract or HSS-Cares source
- Purchase of vehicles
- Reimbursement of pre-award costs
- Research
- Indirect costs associated with the award
- Food and/or water for events
- Hospital bill or insurance claims
- Clinical care (except as otherwise noted in Domain 5 and as may be provided in further guidance from CDC)
- Publicity and propaganda (lobbying):
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
  - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
  - See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: [https://www.cdc.gov/grants/documents/Anti-Lobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf)
  - All unallowable costs cited in CDC-RFA-TP18-1802 remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

## **VII. CONTACT INFORMATION**

DPH-EOC primary point of contact: Maria Caruso

Division of Public Health, COVID Program Coordinator  
3601 C Street, Suite 722  
Anchorage AK 99503  
Office: 907-310-6092  
Email: [maria.caruso@alaska.gov](mailto:maria.caruso@alaska.gov)

City of Homer primary point of contact: Jennifer Carroll  
City of Homer, Special Projects & Communications Coordinator  
Office: 907-435-3101  
Email: [jcarroll@ci.homer.ak.us](mailto:jcarroll@ci.homer.ak.us)

City of Homer finance contact: Elizabeth Walton  
City of Homer, Finance Director  
Office: 907-435-3117  
Email: [ewalton@ci.homer.ak.us](mailto:ewalton@ci.homer.ak.us)

City of Homer additional contact: Rob Dumouchel  
City of Homer, City Manager  
Office: 907-435-3102  
Email: [rdumouchel@ci.homer.ak.us](mailto:rdumouchel@ci.homer.ak.us)

VIII. SIGNATURES

By signature of the below, both parties agree to the terms of this MOA.

**City of Homer**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert Dumouchel, City Manager, City of Homer

**State of Alaska**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Maria Caruso, DPH-EOC Program Coordinator

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Heidi Hedberg, EOC/Unified Commander & DPH Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jason Grove, Procurement Manager