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## National Association of County and City Health Officials

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### AGREEMENT

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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 22 - 0333**

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 **City of Norman** (“Organization”), with its principal place of business at 415 E. Main, Norman, Oklahoma 73071.

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. 5 HITEP 200045-02-00, 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, Medical Reserve Corps Program (“MRC Program”);

WHEREAS, Organization is either the unit sponsoring agency or is 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, 2022 (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 15 of this Agreement.
3. **ORGANIZATION’S OBLIGATIONS**: In consideration for the payment described,

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Organization agrees, during the Term of this Agreement, by performing the following criteria below:

- a. Has 501c (3), is a governmental agency, or is an organization capable of and willing to receive federal funds on its behalf.
- b. Organization receiving the funds must be actively registered in SAM.gov.
- c. Utilizes MRC Operational Readiness Award funds for approved purposes, and as indicated in its award application.
- d. Submission of a signed contract and Deliverable 1 by April 15, 2022 - See Appendix A (Required to receive 100% of payment).
- e. Submission of Deliverable 2 by July 29, 2022 – See Appendix B.  
 If Deliverable 2 is not completed by July 29, 2022, 50% of the received payment as described in Clause 3.d. shall be refunded back to NACCHO. Organization shall contact NACCHO promptly to notify and start the process of refund.
- f. Submission of Deliverable 3 – All awardees will be required to complete a final project survey as part of the funding agreement. Completion of Deliverable 3 is required to be considered in the next MRC award selection.

4. 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.
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. PUBLICATION: Organization hereby acknowledge that the research reported in the publication/press release was supported by the Department of Health and Human Services Office of the Assistant Secretary for Preparedness and Responses under award No. 5 HITEP200045-02-00 CFDA 93.008. The content of such publication or press release is solely the responsibility of the authors and does not necessary represent the official view of the Department of Health and Human Services Office of the Assistant Secretary of Preparedness,
8. 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

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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.

9. 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.
  
10. 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.
  
11. 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).
  
12. 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 CFR Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards). It is the Organization's responsibility to understand and comply with all requirements set forth therein.
  
13. 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.

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14. 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.
15. 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  
1201 (I) Eye Street NW 4th Fl.  
Washington, DC 20005  
Tel. (202) 783-5550  
Fax (202) 783-1583  
Email: [mrc@naccho.org](mailto:mrc@naccho.org)

FOR ORGANIZATION:

City of Norman  
Breea Clark  
Mayor  
415 E. Main  
Norman, Oklahoma 73071  
Tel. (405) 307-7190  
Email: [david.grizzle@normanok.gov](mailto:david.grizzle@normanok.gov)

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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:

**ORGANIZATION:**  
Authorized Signature:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jerome Chester  
Title: Chief Financial Officer  
EIN: 52-1426663

Name: Breea Clark  
Title: Mayor, City of Norman  
EIN: 73-6005350  
DUN: 101501240

Date: \_\_\_\_\_

Date: \_\_\_\_\_