

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 - 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 201 W Gray Street, Norman, Ok 73069-7108.

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. 6HITP200045-03-03, 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 \$5,000.00. 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.
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) 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 office(s), or other ASPR offices] the Department of Health and Human Services Office of the

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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 Federal Awards), and 45 CFR Part 75 (Uniform Administrative Requirements, Cost Principles,

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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) Public Health Service Act, Section 301 (42 U.S.C. 241), "Research and Investigations" Section 319L of the PHS Act "42 U.S.C. 247d-7e), "Biomedical Advanced Research and Development Authority." (2) Terms and conditions of the award; (3) CFR Part 75; (4) HHS Grants Policy Statement.

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

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

FOR ORGANIZATION:

Legal Address:

City of Norman Oklahoma
Attn.: David Grizzle
201 W Gray Street
Norman, Oklahoma 73069-7108
Tel. 1-405-245-9522
Email: david.grizzle@normanok.gov

Check Mailing Address:

OKMRC District 10 MRC- Norman/
Cleveland County
Attn: Emergency Management
415 E. Main
Norman, Oklahoma 73071

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: Larry Heikkila
Title: Mayor
EIN: 73-6005350
UEI: MTD4M7LKSKJ4
Date: _____

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 City of Norman	DATE SIGNED