



December 20th 2013

Dear David Grizzle from Unit 0333 - City of Norman

The National Association of County and City Health Officials (NACCHO) is pleased to inform you that your application for a 2013-2014 Capacity Building Award (CBA) was **approved** for \$3,500.00.

By accepting the CBA funding, you are agreeing to:

- Use your CBA funds as described in your award application and approved budget. Ensure that your budget is expended in accordance with all applicable guidelines, laws and executive orders. Monies under this award shall not be used for Food & Beverages, incentives/give-away/swag or promotional items.
- Update your unit's profile on the Division of Civilian Volunteer Medical Reserve Corps (DCVMRC) website, www.medicalreservecorps.gov, (including contact information, volunteer numbers, unit activities, and additional unit information) quarterly in alignment with the Federal fiscal calendar (Q1: October 1 - December 31, Q2: January 1 - March 31, Q3: April 1 - June 30 and Q4: July 1 - September 30).
- Participate in a Technical Assistance (TA) Assessments, when requested to do so by a MRC Regional Coordinator.
- Participate in award spending surveys, when requested to do so by NACCHO.
- Use CBA funds only for approved MRC related activities that assist in the development of the unit's capacity and sustainability and/or promote community resiliency as specified in the funding application. If future changes are required you are to submit proposed budget modifications to NACCHO for approval. Include your budget as it was submitted, an explanation of where you are moving money from/to and a date by which you will execute the work as you have proposed in your revision.
- Participate in special MRC projects (e.g., Network Profile Study, evaluations, surveys, etc.).

Please see <http://mrcnaccho.org> for guidance on using the CBA funding. Please keep in mind that:

- CBA funding must be spent according to the budget description and line item budget submitted with your signed contracts. Any changes to your proposed budget must be approved by NACCHO first. All budget modification requests must be emailed to mrc@naccho.org using the prescribed NACCHO budget forms. You should submit a copy of your approved budget, a narrative with a brief explanation of where you are moving monies from/to and a justification for doing so. We strongly recommend you use the "read receipt" feature and keep copies of all communications in your funding file.
- CBA funding is not a grant and therefore there is no deadline for spending down the funds, however, you should plan to spend down your funds in accordance with your CBA application and you should not plan to carry forward the money.

We look forward to your execution of the capacity building activities presented in your application. We strongly recommend that you capture information on how your CBA activities translate into building your unit's capacity or enhancing your community's resiliency through quantifiable metrics and measures and report the information quarterly as required to the DCVMRC. If you have any questions, please contact NACCHO MRC staff at mrc@naccho.org.

Thank you for your support and commitment to the Medical Reserve Corps mission.

Sincerely,

A Chevelle Glymph, MPH, CPM

Director, Community Preparedness and Resilience

National Association of County and City Health Officials (NACCHO)

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 14 -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 1100 17th St., N.W., 7th Floor, Washington, DC 20036, 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 (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 Surgeon General's Division of the Civilian Volunteer Medical Reserve Corps ("OSG/DCVMRC");

WHEREAS, Organization either houses or is itself an MRC unit that is registered in good standing with the OSG/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 OSG/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:

I. 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 OSG/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 OSG/DCVMRC; and
8. Agrees to complete program/event/activity evaluations provided by NACCHO

2. **TERM OF AGREEMENT:** The term of the Agreement shall begin on December 20th, 2013 and shall continue until July 31, 2014 (the "Term").

3. **PAYMENT FOR SERVICES:** In consideration for the agreements by Organization set forth in Section 1, above, NACCHO shall pay Organization Thirty-five hundred Dollars (\$ 3,500.00). 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.

TO NACCHO:

National Association of County and City Health Officials

Attn: Moira Tsanga

1100 17th Street, N.W., 7th Floor

Washington, DC 20036

Tel. (202) 507-4272

Fax (202) 783-1583

Email: mtsanga@naccho.org

TO ORGANIZATION:

City of Norman

David Grizzle

EM Cqordiantor

415 E. Main

Norman Oklahoma 73071

4052929780

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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:

Authorized Signature:

By: _____

Name: Dawn P. Richardson, JD, MA

Title: Senior Director of Grants and Contracts

Organization: National Association of County and City Health Officials

Address: 1100 17th Street, NW

7th Floor

Washington, DC 20036

Phone: 202-507-4264

Fax: 202-783-1583

EIN: 52-1426663

Date: _____

ORGANIZATION:

Authorized Signature:

By: _____

Name: Steve Lewis

Title: City Manager

Organization: City of Norman

Address: 415 E. Main

Norman, Oklahoma 73071

Phone: 4052929780

Fax: 4052929785

EIN: 736005350

Date: _____

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CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that City of Norman 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