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 -1955

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 **County of Pacific** ("Organization"), with its principal place of business at **1216 West Robert Bush Drive South Bend Washington 98586**

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:

1. 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 be 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:

County of Pacific

Lisa Ayers

Chair of Board of Commissioners

1216 West Robert Bush Drive

South Bend Washington 98586

3608759337

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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: **Lisa Ayers**

Title: **Chair of Board of Commissioners**

Organization: **County of Pacific**

Address: 1216 West Robert Bush Drive

South Bend, Washington 98586

Phone: 3608759337

Fax: 3608759335

EIN: **916001356**

Date: _____

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CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that **County of Pacific** 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