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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 RISE 22 - 1269**

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 Long Beach through City of Long Beach Department of Health and Human Services** ("Organization"), with its principal place of business at 2525 Grand Avenue, Long Beach, CA 90815.

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 200045-03-00, 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 an MRC state level coordinator, a unit sponsoring agency or 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 15, 2023 (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 \$75,000.00. 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 27 of this Agreement. Any changes of payment method would require a modification signed by both parties.

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3. ORGANIZATION'S OBLIGATIONS: In consideration for the payment described, Organization agrees, during the Term of this Agreement, by performing the following criteria below:
- a. Has 501c (3) status, is a governmental agency, or is an organization capable of and willing to receive federal funds.
  - b. Organization receiving the funds must be registered and approved in SAM.gov.
  - c. Utilizes MRC Respond, Innovate, Sustain, and Equip Award funds for approved purposes, and as indicated in their award application.
  - d. Submission of Deliverable 1, final approved budget, and program workplan using the templates provided by NACCHO, and signed contract by January 31, 2023. (Required to receive payment of \$26,250) See Appendix A Workplan and Appendix B Budget.
  - e. Submission of Deliverable 2, in-progress report by May 31, 2023. (Required to receive payment of \$26,250). See Appendix C.
  - f. Submission of Deliverable 3, participation in up to three monthly collaborative meetings and complete a final program report by August 31, 2023. (Required to receive final payment of \$22,500). See Appendix D.
4. INDEPENDENT CONTRACTOR: Organization shall act as an independent contractor, and Organization shall not be entitled to any benefits to which NACCHO employees may be entitled.
5. PAYMENT OF TAXES AND OTHER LEVIES: Organization shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
6. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Organization in the performance of this agreement shall be the responsibility of the Organization, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Organization, any subcontractor, anyone directly or indirectly employed by the Organization.
- All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Organization, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.
- In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Organization and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Organization and NACCHO in relation to each party's responsibilities under these joint activities.

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7. **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.
8. **ASSIGNMENT:** Organization may not assign this Agreement nor delegate any duties herein without the expressed written approval of NACCHO.
9. **OWNERSHIP OF MATERIALS:** Organization hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Organization pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Organization shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Organization understands and agrees that Organization shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Organization represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency.
10. **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.
11. **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 HITEP 200045-03-00, 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.
12. **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

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- 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.
13. **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.
  14. **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.
  15. **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.
  16. **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).
  17. **ADDITIONAL FUNDING**: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
  18. **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 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards). It is the Organization's responsibility to understand and comply with all requirements set forth therein.
  19. **EQUAL EMPLOYMENT OPPORTUNITY**: Pursuant to 2 CFR 200 Subpart D, Organization will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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20. 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.
21. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Organization hereby certifies to NACCHO that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Organization will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
22. 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.
23. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F, Organization agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
24. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a Organization, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing."
25. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.
26. 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.



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27. **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:**

Legal Address:  
City of Long Beach  
through City of Long Beach Department  
of Health and Human Services  
Attn: Moriah Mowery  
Volunteer / Resource Coordinator  
2525 Grand Avenue,  
Long Beach, CA 90815  
Tel. (562) 570-4734  
Email: [Moriah.Mowery@longbeach.gov](mailto:Moriah.Mowery@longbeach.gov)

Check Mailing Address:  
City of Long Beach Department of Health  
and Human Services  
Attn: Juliet Suarez  
2525 Grand Avenue,  
Long Beach, CA 90815  
Tel. (562) 570-4019  
Email: [HE-Acctspay@longbeach.gov](mailto:HE-Acctspay@longbeach.gov)

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:

Jerome Chester

By: Jerome Chester (Feb 10, 2023 17:29 EST)

Name: Jerome Chester  
Title: Chief Financial Officer  
EIN: 52-1426663  
UEI: SRH7DCCTU3G7  
Date: Feb 10, 2023

**ORGANIZATION:**

Authorized Signature:

By:

Linda F. Tatum  
Name: LINDA F. TATUM  
Title: ASST. CITY MANAGER  
EIN: 95-6000733  
UEI: P43FW2K6F7Z9  
Date: Feb 2, 2023

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

## 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 <i>Linda J. Tatum</i>	TITLE <i>ASST CITY MANAGER</i>
ORGANIZATION <b>City of Long Beach through City of Long Beach Department of Health and Human Services</b>	DATE SIGNED <i>2-2-2023</i>

APPROVED AS TO FORM  
January 30, 2023  
DAWN MCINTOSH, City Attorney  
By *[Signature]*  
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.