

IN THE MATTER OF NUECES COUNTY HOSPITAL DISTRICT

DOCKET # CBCA-7792-FEMA

Arbitration Agreement

This agreement (hereinafter referred to as the "Arbitration Agreement"), is entered into on the 7th day of August, 2023, by and between the Federal Emergency Management Agency (hereinafter referred to as "FEMA" or the "Agency"), the Texas Division of Emergency Management (the "State"), and Nueces County Hospital District (the "Applicant"), collectively the "Parties", as follows:

WITNESSETH that:

WHEREAS, the Applicant sought arbitration before the Civilian Board of Contract Appeals ("CBCA") in the matter identified as CBCA 7792-FEMA, *In the Matter of Nueces County Hospital District*, to resolve a dispute arising out of the Applicant's request for a Public Assistance grant under the Robert T. Stafford Disaster Relief and Emergency Assistance Act ("Stafford Act"), 42 U.S.C. § 5172, for claimed reimbursement for the contract costs associated with consulting, project management, data, analytics, and strategic planning during COVID-19 for vaccination distribution.

WHEREAS, FEMA, the State, and the Applicant have agreed to resolve this arbitration matter under the terms set forth in this Arbitration Agreement.

NOW THEREFORE, in consideration of the foregoing, FEMA, the State, and the Applicant agree to resolve CBCA 7792-FEMA as follows:

1. The recitals above are ratified, confirmed, adopted, and incorporated as though specifically set forth below.
2. This Arbitration Agreement is not a deviation from FEMA practice or policies.
3. This Arbitration Agreement creates no precedent, nor does it create authority from which Applicant can cite to.
4. FEMA agrees to issue a version to Project Worksheet 00676 under FEMA-4485-DR-TX to obligate funding to reimburse the Applicant for the contract costs associated with consulting, project management, data, analytics, and strategic planning during COVID-19 for vaccination distribution, totaling \$503,127.00.
5. FEMA agrees to obligate the PW version as expeditiously as possible.
6. The statutes, rules, regulations, policies, and procedures that relate to and govern FEMA Public Assistance grants applies to the grant that is the subject of this Arbitration Agreement and this Arbitration Agreement does not negate or otherwise set aside any statute, regulation, policy, or procedure to which a Stafford Act grant is otherwise subject.
7. The Parties agree to each bear their own attorneys' fees, costs, and expenses related to the dispute and CBCA 7792-FEMA.
8. The terms of this Arbitration Agreement are in full and final resolution and

satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature against FEMA based on, arising from, and by reason of any and all known and unknown injuries, foreseen and unforeseen, that the Applicant now has or hereafter may acquire against FEMA, its agents, servants, and employees, resulting, or to result, from FEMA action that is the subject of, or in any way related to the dispute in CBCA 7792-FEMA; and, the Applicant forever waives all rights to bring any actions, claims, demands, and causes of action of whatsoever kind and nature against FEMA related CBCA 7792-FEMA. Nothing in this paragraph, however, shall be construed as a release by Applicant of any action, claim or demand for funding or reimbursement that falls outside of the dispute in CBCA 7792-FEMA.

9. The terms of the numbered paragraphs of this Arbitration Agreement constitute the entire Arbitration Agreement of the Parties, and no statement, remark, agreement, or understanding, oral or written, that is not contained herein shall be recognized or enforced.

10. In consideration of the terms set forth above the parties agree that the arbitration before the CBCA is resolved and the Applicant hereby agrees that within three days of the execution of this Arbitration Agreement, the Applicant will file a request with the CBCA to voluntarily dismiss CBCA 7792-FEMA without prejudice.

11. This Arbitration Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Arbitration Agreement as of the date indicated below:

Colt Hagmaier
Federal Emergency Management Agency
Acting Assistant Administrator - Recovery Directorate
Office of Response and Recovery

Date

W. Nim Kidd
State of Texas Authorized Representative

Date



Johnny Hipp
Nueces County Hospital District Authorized Representative

Date

