

**INTERLOCAL AGREEMENT FOR INCIDENT COMMAND AND COORDINATED  
RESPONSE TO COVID 19**

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform;

WHEREAS, the Parties to this interlocal agreement are the City of Reno, the City of Sparks, Washoe County and the Washoe County Health District;

WHEREAS, each of the Parties hereto is a public agency as defined at NRS 277.050;

WHEREAS, the President of the United States, the Governor of the State of Nevada and the Parties hereto have all issued emergency declarations concerning the coronavirus (COVID-19) virus;

WHEREAS, NRS 414.160 requires local organizations for emergency management established pursuant to NRS Chapter 414 and the officers thereof to execute and enforce the orders and regulations made by the Governor under authority of Chapter 414;

WHEREAS, to the extent required each Party has established a resource for emergency management pursuant to NRS 414.090(1);

WHEREAS, NRS 414.090(3) provides “[i]n carrying out the provisions of this chapter, each political subdivision in which any emergency or disaster described in NRS 414.020 occurs may enter into contracts and incur obligations necessary to combat such an emergency or disaster, protect the health and safety of persons and property and provide emergency assistance to the victims of such an emergency or disaster. Each political subdivision may exercise the powers vested under this section in the light of the exigencies of the extreme emergency or disaster without regard to time-consuming procedures and formalities prescribed by law, except constitutional requirements, pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, the levying of taxes, and the appropriation and expenditure of public funds.”;

WHEREAS, representatives of the Parties hereto have met and discussed the public health, safety and welfare issues and concerns presented by COVID 19 and have determined that a unified response by the Parties to the emergency situation created by COVID 19 is beneficial to the health, safety and welfare of the citizens within the territorial limits of Washoe County;

WHEREAS, in furtherance of the goal of a unified response the Parties seek to coordinate the acquisition of goods and services necessary to avoid duplication of efforts and

purchases by the Parties individually which could result in shortages of those items for the Parties individually;

WHEREAS, in alignment with the National Incident Management System (NIMS), the Parties seek to delegate the authority and responsibility described herein to the Incident Commanders identified below (referred to herein as "IC") who shall have the powers and duties described herein; and,

WHEREAS, the Parties seek to share the costs of such incident command and any actions taken by the IC as further described in a Cost Sharing Agreement which will be negotiated and agreed to by the County Manager, City Managers, and District Health Officer, and incorporated into this Agreement upon finalization

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the Parties do hereby agree as follows:

1. This agreement shall commence only after all Parties have signed and shall terminate as described herein.

2. Any party may terminate this Agreement without cause, solely as to its duty and obligation hereunder, upon 14 days written notice to all other parties. The Agreement will terminate as to any Party whose governing body does not approve the Agreement as described herein. In either circumstance, the Agreement shall remain in full force and effect as to the remaining Parties, and the terminating Party shall remain liable for its proportionate cost share hereunder through the effective date of that Party's termination.

3. The Parties hereby delegate the authority and responsibility granted to them by NRS Chapter 414 and any other applicable law relevant to this incident for the operational control and management of the COVID 19 response by all Parties as described and limited herein to Incident Commander Sam Hicks who shall take the oath provided for in NRS 414.150. Nothing in this Agreement is intended or should be construed to delegate the authority to make medical or health related decisions or determinations which are within the jurisdiction of the District Board of Health or its Health Officer, Kevin Dick, including but not limited to decisions or determinations originating in NRS Chapters 439, 441A, 392 and 394. Delegation for purchasing authority by each of the Parties is provided, but remains subject to County Code, the Reno and Sparks Municipal Codes, and applicable provisions of State law. Costs will be contained to efficiently manage the incident with the goal of minimizing impacts to responder or public safety.

- A. As this incident is a public health pandemic, Kevin Dick, will be a key liaison and will remain responsible for the Washoe County Health District.
- B. Eric Brown, County Manager will remain the Washoe County Administrator for this incident.
- C. Sabra Newby will remain the Reno City Manager for this incident.
- D. Neil Krutz will remain the Sparks City Manager for this incident.

4. The IC will be the head of the Incident Management Team (“IMT”) and will be accountable for effective cost management of the incident. To the extent practicable, the IMT shall function consistently with the manner of an incident management assistance team formed at the state level under NRS 414.080 and in alignment with NIMS.

5. The IC shall conduct all duties delegated by this Agreement consistent with the following objectives for the management of this incident:

- A. Public and Responder Safety
- B. Protecting public health and mitigating impacts of a COVID-19 outbreak
- C. Serve as central point to coordinate emergency management disciplines to include- legal, fire, EMS, health, public-private partners and volunteer agencies.
- D. Providing daily updates
- E. Providing robust, coordinated public affairs as necessary

6. The IC and any lawful designee shall adhere to all federal, state, and local laws, regulations and ordinances.

7. Upon execution of this agreement, the IC is responsible for all accountable property purchased by, or otherwise assigned to, the incident by the IC. The IC must discuss current accountable property status with the City and County Managers and the Health Officer immediately upon the delegation of authority. All items purchased by the IC shall be distributed to the Parties on a pro-rata basis pursuant to the Cost Sharing Agreement upon conclusion of the incident. The Parties agree to negotiate in good faith concerning the distribution of items purchased hereunder upon the conclusion of the incident.

8. The IC shall coordinate with the Incident Management Finance Section Chief who will be determined by the IMT, and who is responsible for transfer of a complete and accurate fiscal package to the Parties’ finance department employees listed below. Financial documents will be reviewed for completeness prior to release.

- A. Washoe County: Comptroller Cathy Hill.
- B. Health District
- C. Reno
- D. Sparks

9. Washoe County shall provide the initial funding for any purchases made by the IC but shall be entitled to reimbursement by the other Parties hereto as described in the Cost Sharing Agreement.

10. The IC will strictly adhere to and coordinate all public messaging, media contacts, and releases via the usage of the Joint Information Center (JIC) as circumstances allow, press releases should be made with prior approval of all parties or their designated representatives from each of the signatory agencies of this agreement.

11. The IC will communicate critical information in a timely manner to the County and City Manager(s) and District Health Officer, or Duty Officer, or their representatives, such as

changes in incident complexity, resource availability, critical resource needs, etc. The IC will maintain daily communication with the Parties.

12. The Parties will not waive and intend to assert available immunities, including but not limited to NRS Chapter 41 and NRS Chapter 414 immunities, defenses and liability limitations in all cases. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, each Party agrees to indemnify, hold harmless and defend the other Parties, their officers, employees and agents from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful act or omissions of that Party, its officers, employees and agents arising out of or related to the performance of this Agreement. Each Party may assert all available defenses, including but not limited to the defense of sovereign immunity as appropriate in all cases. Each Party's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

13. The signatories hereto hereby certify and affirm they have been duly authorized by express act of their governing bodies whether by public body action, or county or municipal ordinance or other applicable law to enter into this Agreement and to delegate the powers and duties described herein. The Parties shall each present this Agreement to their governing boards at the earliest practicable opportunity for approval. If a governing body does not approve the Agreement, the relevant signatory shall immediately notify the other Parties and the Agreement shall have no effect as to that Party.

14. If there is a dispute over the interpretation or performance of this Agreement the Parties agree to meet and engage in good faith discussions to resolve the dispute prior to the filing of any legal action.

15. The Parties reasonably believe that funds can be obtained sufficiently to make any necessary payments during the term of this Agreement. If a Party does not allocate funds to continue the duties described in this Agreement beyond the current term of any member of the governing body of that Party, this Agreement shall be terminated as to that Party when appropriated funds expire, without penalty, charge or sanction to the Party.

16. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

17. This Agreement is governed, interpreted and construed in accordance with Nevada law, without regard for choice of law principles. Each party consents to personal jurisdiction and exclusive venue in the Second Judicial District Court in and for the County of Washoe located in Washoe County, Nevada. All rights and remedies specified herein are in addition to any other rights or remedies at law or in equity, unless designated as an exclusive remedy in this Agreement.

*Chris A. Deal* 3/20/2020  
District Health Officer DATE

*Sabra Jewley* 3/20/2020  
City of Reno Manager DATE

*Eric P. B.*  
Washoe County Manager DATE

*John* 3/20/2020  
City of Sparks Manager DATE

Accepted By Incident Commander, Sam Hicks:

*Sam Hicks*

3-20-2020

