

INTERLOCAL AGREEMENT FOR THE SHARING OF COSTS FOR COVID-19 RESEARCH

This Interlocal Agreement for the Sharing of Costs Related to COVID-19 Wastewater Surveillance Research (Agreement) has been negotiated and agreed to by the City of Sparks, a municipal corporation (Sparks), City of Reno, a municipal corporation (Reno), and Washoe County, a political subdivision of the State of Nevada (Washoe County), for the purpose of allocating financial responsibility among the Parties related to COVID-19 research work performed by the University of Nevada, Reno (UNR) as identified in a separate agreement negotiated between Sparks and Board of Regents of the Nevada System of Higher Education (NSHE), on behalf of UNR titled "Research Agreement No. 2200130." Reno, Sparks, and Washoe County may be referred to as a Party or collectively as the Parties.

1. SCOPE OF THIS AGREEMENT:

The Parties understand and agree that Sparks has entered into a separate agreement with NSHE, on behalf of UNR (the COVID-19 Wastewater Surveillance Agreement) in which UNR has agreed to perform environmental surveillance at the Truckee Meadows Water Reclamation Facility (TMWRF) to determine the extent of the presence of SARS-COV2 markers within wastewater in order to determine the presence of COVID-19 within the region, and to develop effective modeling tools to predict infection trends in the local community (the COVID Research). The Parties believe the COVID Research will have region-wide benefits and are entering into this agreement to share in the financial responsibility of funding the COVID Research to be performed under the COVID-19 Wastewater Surveillance Agreement.

2. EFFECTIVE DATE AND TERM:

This Agreement shall be effective the date the last Party signs and shall terminate on December 31, 2022 or upon the termination of the COVID-19 Wastewater Surveillance Agreement, whichever occurs first.

3. COST SHARING METHODOLOGY

The total compensation payable from Sparks to NSHE pursuant to the COVID-19 Wastewater Surveillance Agreement (Sparks Compensation to NSHE) is for an amount not to exceed One Million Five Hundred Twelve Thousand Seven Hundred Seventy-six and 00/100 Dollars (\$1,512,776.00).

The Parties agree to share in the Sparks Compensation to NSHE by splitting it equally three ways amongst themselves as follows:

Entity	Cost (\$)
City of Reno	\$504,258.66
City of Sparks	\$504,258.68
Washoe County	\$504,258.66
Total=	\$1,512,776.00

In accordance with the above proportional rates, Reno agrees to pay \$504,258.660.48 and Washoe County agrees to pay \$504,258.66 to Sparks within 30 days after entering into this Agreement. If UNR does not spend the entire \$1,512,776.00 amount under the COVID-19 Wastewater Surveillance Agreement, then Sparks agrees and warrants that it will reimburse Reno and Washoe County their proportionate share of the research costs not expended within 30 days of termination or expiration of the COVID-19 Wastewater Surveillance Agreement. The Parties' payment obligations set forth in this Section shall survive termination of this Agreement.

4. COMPLIANCE WITH AMERICAN RESCUE PLAN ACT

The Parties agree that if they use American Rescue Plan Act (ARPA) funds under this Agreement they will communicate the fact that the funding source for their portion of costs is ARPA funds to the other Parties to ensure that all Parties are able to comply with ARPA and related regulatory subrecipient award requirements.

5. TECHNICAL SUPERVISION OF COVID RESEARCH

The Parties acknowledge that Sparks has primary responsibility for the general operation of TMWRF and has been assuming, and will continue to assume, supervision of the performance of UNR's COVID Research as described in the COVID-19 Wastewater Surveillance Agreement.

6. GENERAL PROVISIONS:

6.1. Confidentiality and Public Records Act. The Parties acknowledge that UNR's involvement in the COVID Research must be publishable or otherwise available for public dissemination, and agrees that UNR has the right to present at international, national or regional professional meetings or symposia, and to publish in journals, theses, or dissertations, or otherwise of their own choosing, methods, information and data resulting from or gained in pursuing the COVID Research in connection with the COVID-19 Wastewater Surveillance Agreement. The Parties acknowledge that they are governmental entities subject to the Nevada Open Records Act. Pursuant to the Act, this Agreement, any information provided pursuant to this Agreement, may be subject to public disclosure. Each party will determine whether disclosure is necessary under the Nevada Open Records Act as a result of any request made to it, subject to the provisions of the Act.

6.2. No Third-Party Beneficiaries. There are no third-party beneficiaries to This Agreement. This Agreement shall not be construed to provide any person or entity that is not a party to this Agreement with any benefits or cause of action arising from the performance or non-performance of this Agreement.

6.3. Governing Law. This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada.

6.4. Amendment. This Agreement may not be modified or amended in any respect, except pursuant to an instrument in writing duly executed by the Parties.

6.5. No Waiver. Any delay or omission by any Party in exercising any right or power under this Agreement shall not impair that Party's rights or powers available, or be construed to be a waiver thereof, unless such waiver is in writing.

6.6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.

6.7. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.

6.8. No Relationship. Each of the Parties are independent entities and nothing contained in this Agreement shall be construed to deemed to create a joint venture or an employment or principal-agent relationship other than that of independent parties contracting with each other solely for the purpose of sharing in funding of the COVID Research.

6.9. Notices. All notices, demands, or other communications required or permitted to be given in connection with this Agreement shall be in writing, and shall be deemed delivered when personally delivered to a Party via electronic mail, or, if only physically mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the Parties as follows:

To County: Dwayne E. Smith
 Director, Engineering and Capital Projects
 1001 Ninth St.,
 Reno, NV 89512
 desmith@washoecounty.us

To Reno: John Flansberg
 Director of Public Works
 City of Reno
 P.O. Box 1900
 Reno, Nevada 89501
 flansbergj@reno.gov

To Sparks: John A. Martini
 Assistant City Manager
 City of Sparks
 P.O. Box 857
 Sparks, Nevada 89432-0857
 jmartini@cityofsparks.us

6.10. Immunities. The Parties do not waive and hereby give notice of their intent to assert any applicable government immunities, including NRS Chapter 41, as applicable.

6.11. Multiple Counterparts. This Agreement may be executed in separate and multiple counterparts, including scanned electronic documents, each of which is deemed an original, but all of which taken together constitute one and the same instrument.

7. SIGNATURES OF AUTHORIZED PERSONNEL:

This Agreement and the apportionment described above are the Parties' best judgments of a fair and equitable allocation of Party cost responsibilities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year written below.

CITY OF RENO

ATTEST:

By: _____
Hillary L. Schieve, Mayor

Mikki Huntsman, Reno City Clerk

Date: _____, 2022

APPROVED AS TO FORM:

Susan Ball Rothe, Deputy City Attorney

[Additional Signature Page Follows]

CITY OF SPARKS

ATTEST:

DocuSigned by:
By: Ed Lawson
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Ed Lawson, Mayor

DocuSigned by:
[Signature]
8EEB31DAF649409...
Sparks City Clerk

Date: 5/12/2022, 2022

APPROVED AS TO FORM:

DocuSigned by:
Wes Duncan
C13B4B40D8AC4AC...
Deputy City Attorney

[Additional Signature Page Follows]

WASHOE COUNTY

ATTEST:

By: _____
Vaughn Hartung, Chairman

County Clerk

Date: _____, 2022

APPROVED AS TO FORM:

Deputy Washoe County District Attorney