

**Memorandum of Understanding  
between  
Washoe County Health District  
and the  
City of Sparks**

This Memorandum of Understanding (MOU) is made and entered into between the Washoe County Health District (Health District) and the City of Sparks (City) (collectively Party or Parties).

This MOU is intended to outline the understanding between the Parties for the planning and provision of mass prophylaxis in the event of a declared public health emergency.

WHEREAS, pursuant to NRS 439.410, the Health District is a public agency with jurisdiction over all public health matters within Washoe County, Nevada.

WHEREAS, the Health District, according to the authority granted by the Centers for Disease Control and Prevention (CDC) and the Department of Homeland Security (DHS), provides mass prophylaxis to residents and visitors in Washoe County using antibiotics, vaccinations and/or medical supplies (Medications) from the CDC's Strategic National Stockpile (SNS) in the event of a declared public health emergency (Emergency). Emergencies may involve acts of terrorism, the aftermath and response to weapons of mass destruction or a naturally occurring large scale disease outbreak.

WHEREAS, the City is an organization capable of receiving and administering and/or dispensing Medications to City staff and staff family members in a safe manner. As the City provides critical constituent services including but not limited to emergency response and public safety, it is in the interest of all parties to maintain the continuity of operations of City services during an emergency by administering and/or dispensing medications to City staff and staff family members.

Therefore, it is mutually agreed between the Parties as follows:

1. City and the Health District shall mutually support each other in planning for an Emergency, including City providing a contact person(s) to work with the Health District to develop a plan whereby City would receive, administer and/or dispense the appropriate Medications to City staff and staff family members (Plan). Among other things, the Plan shall include notification methods of an Emergency by the Health District, critical staff contact information, Plan activation, storage, and administration and/or dispensing of Medications.
2. The Health District shall provide training and education to City staff who will function in key positions in the administration and/or dispensing of Medications for the Plan. City shall participate in a table top, functional or full-scale exercise to test the Plan with support from, and as agreed upon by, the Health District and City.
3. City shall provide to Health District the number of City staff and staff family members so that an adequate supply of Medications may be delivered to City upon declaration of an Emergency. The Health District will also provide printed materials (medication fact sheets and medical screening forms) with any Medications specific to the Emergency. The amount and type of Medication supplied by the Health District shall be determined solely by the Health District based on the availability of Medications to the Health District.

4. City may, after meeting its emergency responsibilities to City staff and their family members after an Emergency has been declared, use City facilities and qualified, available City personnel to assist the Health District in the administration and/or dispensing of Medication to the general public if City can do so while sustaining its normal business operations. The Health District shall be solely responsible for the type and quality of Medications administered/dispensed through City under this Agreement.
5. City shall provide a climate-controlled, secure room to store the Medications it receives from the Health District after an Emergency has been declared. City shall return any unused Medication to the Health District at the termination of the Emergency, and once all identified individuals have received Medication.
6. In its sole discretion and using City facilities, City may provide available, qualified City Point of Dispensing (POD) staff, including security personnel and/or medical personnel, in the administration and/or dispensing of Medications based on its other emergency response commitments. Additional outside agency assistance may be used to augment operations under City's guidance.
7. City shall maintain an accurate record of the number and type of Medications administered and/or dispensed by City staff during the Emergency and administration and/or dispensing (anticipated to be 48 hours after the Emergency is declared).
8. City shall provide the Health District with the address of the location for which SNS assets are to be delivered by the Nevada State Health Division.
9. The parties agree at all times to comply with all applicable laws, ordinances and regulations concerning the subject of this MOU. The parties do not waive and intend to assert their respective available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes, case law and all emergency related laws and regulations. This MOU does not create any right on the part of any person or entity not a signatory to this Memorandum.
10. This MOU may be terminated by mutual consent of the parties or unilaterally by either party without cause upon thirty (30) days written notice. The parties expressly agree that this MOU shall be terminated immediately if for any reason any party's funding ability supporting this MOU is withdrawn, limited, or impaired, and if this event occurs, the affected party shall immediately notify the other parties in writing. The notices shall be delivered to:

City of Sparks  
Geno Martini, Mayor  
431 Prater Way  
Sparks, Nevada 89431

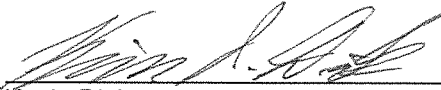
Washoe County Health District  
Kevin Dick, District Health Officer  
PO Box 11130

Reno, Nevada 89520

The notices shall be in writing and shall be deemed to have been given when delivered personally, by facsimile or by e-mail with simultaneous delivery by regular mail, or mailed certified mail, return receipt requested, on the date posted.

By: \_\_\_\_\_  
Geno Martini  
Mayor City of Sparks

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Kevin Dick  
Washoe County District Health Officer

Date: 10/6/15