

AMENDMENT OF INTERLOCAL AGREEMENT  
CONCERNING THE WASHOE COUNTY HEALTH DISTRICT

WHEREAS, the Washoe County Health District has heretofore been established with a District Health Department including a District Health Officer and a District Board of Health, composed of representatives appointed by the governing bodies of the cities of Reno and Sparks and Washoe County, together with one member appointed by the members of the Board of Health, all in accordance with Chapter 439 of Nevada Revised Statutes and an Interlocal Agreement adopted as of November 27, 1972, by those governing bodies; and

WHEREAS, the District Board of Health of the Washoe County Health District has exercised, since its creation, all the powers, duties and authority of a District Board of Health pursuant to Chapter 439 of the Nevada Revised Statutes; and

WHEREAS, it is the desire of the District Board of Health that certain revisions be made to the Interlocal Agreement by which the Board and the Department were created;

NOW, THEREFORE, the Interlocal Agreement Concerning the Washoe County Health District is hereby amended to read as follows:

INTERLOCAL AGREEMENT CONCERNING THE  
WASHOE COUNTY DISTRICT HEALTH DEPARTMENT

SECTION 1. Definitions.

A. As used in this agreement, unless the context otherwise requires:

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1. "Board" means the Washoe County District Board of Health.
2. "Chairman" means the chairman of the Board.
3. "County" means Washoe County, a political subdivision of the State of Nevada.
4. "Department" means the Washoe County District Health Department.
5. "Health Officer" means the health officer of the Washoe County Health District.
6. "Reno" means the City of Reno, Nevada.
7. "Sparks" means the City of Sparks, Nevada.

B. Except as otherwise expressly provided in this agreement or required by the context:

1. The masculine gender includes the feminine and neuter genders.
2. The singular number includes the plural number, and the plural includes the singular.
3. The present tense includes the future tense.

The use of a masculine noun or pronoun in conferring a benefit or imposing a duty does not exclude a female person from that benefit or duty. The use of a feminine noun or pronoun in conferring a benefit or imposing a duty does not exclude a male person from that benefit or duty.

SECTION 2. District Board of Health; Creation; composition.

A. The Washoe County District Board of Health, consisting of seven members appointed by Reno, Sparks and the County is hereby created.

B. Two members of the Board shall be appointed by the Reno Council only one of whom shall be an elected member of the governing body.

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C. Two members of the Board shall be appointed by the Sparks Council only one of whom shall be an elected member of the governing body.

D. Two members of the Board shall be appointed by the Board of County Commissioners. One of those members shall be a physician licensed to practice medicine in this State and the other shall be an elected member of the governing body.

E. The remaining member of the Board shall be appointed by the other members of the Board at their organizational meeting. If the members of the Board appointed by Reno, Sparks and the County fail to choose the additional member within 30 days after January 1, 1979 or within 30 days after the term of the additional member becomes vacant or expires, that member shall be appointed by the State Health Officer.

F. Except as provided in subsection J, below, members of the Board shall serve four year terms commencing January 1, 1979. Each member may be reappointed in the same manner as their original appointment to serve not more than two additional terms. Upon the expiration of this term of office, a member shall continue to serve until his successor is appointed and qualifies.

G. Not later than January 31, 1979, the Board shall meet and conduct an organizational meeting. At that meeting, the Board shall select a chairman and vice-chairman from among its members and may appoint such officers from among its members as it deems necessary to assist it in carrying out its prescribed duties. The chairman and vice-chairman shall serve two years and until their successors are appointed by the Board and qualify.

H. Except as otherwise provided in this Agreement or by law, a majority of the Board constitutes a quorum for the conduct of business and a majority vote of the quorum is necessary to act on any matter.

B2409P0438

I. If a vacancy occurs on the Board, the entity which appointed the member whose position is vacated shall appoint a person to fill the remainder of that member's unexpired term. At the end of that term, the appointee may be reappointed to serve not more than two additional terms.

J. When a person appointed to the Board as a member of the governing body of Reno, Sparks or the County no longer qualifies to serve as a member of that governing body, his term of office on the Board expires and a vacancy automatically occurs. That vacancy shall be filled in the same manner specified in subsection I, above.

K. If the boundaries of the Health District are enlarged to include any additional political subdivision of the State of Nevada, or if any additional political subdivision is created within the District's boundaries, the political subdivision, upon request, may become a party to this agreement. In that event, the number of members on the Board shall be increased by appointment of two persons by the political subdivision, only one of whom shall be an elected member of the governing body of that political subdivision, and this agreement shall apply in all particulars to the new party thereto.

L. The Board may adopt procedural rules for the organization of its meetings and may adopt any other operational or procedural rules and guidelines to carry out their assigned functions and duties in an efficient and orderly manner. Such operational or procedural rules and guidelines must be consistent with the other terms of this agreement.

SECTION 3. Board of Health; Jurisdiction; powers; duties.

A. The Board, through the Department, has jurisdiction over all public health matters in the Health District. As used

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in this subsection, "Health District" means the Washoe County Health District with boundaries conterminous with the boundaries of the County and as those boundaries may be amended from time to time.

B. The Board may exercise all powers conferred on such boards by the Nevada Revised Statutes, regulations and other laws.

C. The Board shall perform, or cause to be performed through the Department, all duties prescribed by Nevada Revised Statutes, regulations and other laws.

D. The Board of Health may exercise the power granted to the cities of Reno and Sparks regarding ambulance services specifically set forth in NRS 268.081 and NRS 268.083 and may exercise the power granted to Washoe County regarding ambulance services specifically set forth in NRS 244.187 and NRS 244.188. In that regard, the District Board of Health may displace or limit competition in the grant of any franchise for ambulance service.

E. The Board of County Commissioners shall assist the Board by providing the administrative procedures by which the Board, through the Department, shall exercise the powers and perform the duties specified in Subsections B, C and D of this section. However, the Councils of Reno and Sparks and the Board of County Commissioners recognize and agree that ultimate responsibility for establishing policies and procedures relating to public health programs rests solely with the Board.

SECTION 4. Preparation of annual budget; accounting for funds of District Health Department; supervision of District Health Department.

A. A proposed annual budget for the Department including estimates of revenues to be derived from service

charges, permits, donations, contracts, grants and any other sources other than local tax resources for the budget period as well as planned operating expenditures shall be prepared by the Health Officer or his designee prior to the start of the fiscal year for which that budget is prepared and in accordance with the budget preparation time frame established by the County. Copies of the proposed budget shall be transmitted to the City Managers of Reno and Sparks and to the County Manager for their review or a review by their designated representatives.

B. Prior to the adoption of a final budget by the Board of County Commissioners, the Board shall review the proposed annual budget for the Department. Comments received from the City Managers of Reno and Sparks and the County Manager shall be presented to the Board for consideration as part of that budget review. The Board will approve a tentative budget for the Department and transmit that budget, in a format designated by the County, to the County for action by the Board of County Commissioners and inclusion within the County budget documents, being separately designated a special revenue fund known as the Health Fund in accordance with the Local Government Budget Act.

C. The Board of County Commissioners shall allocate the local tax resources and approve a final budget for the Department using the same policies and procedures that are used to allocate and approve budgets for County Departments. However, the allocation shall not be determined on the basis of the public health policies, procedures or programs established by the Board pursuant to Subsection E of Section 3 of this Agreement. The Board of County Commissioners shall notify the Board of the total amount of the allocation for each fiscal year. The Board shall be responsible for carrying out the public health goals, objectives and priorities established for the Department within the limits of that final budget as approved by the Board of County Commissioners.

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D. Once the budget for the Department has been included within the final approved budget for the County and filed with the State in accordance with applicable law, it cannot be reduced, increased or otherwise altered by the County without the approval of the Councils of Reno and Sparks except under the circumstances hereinafter described. 1) Should it become necessary to increase the budget as a result of salary and/or benefit increases negotiated with recognized employee associations of the County in effect now and in the future, the budget for the Department will be increased by that necessary amount through appropriation of local tax resources by the County in the same manner as County Department budgets are increased as a result of those negotiations and in accordance with the provisions of the Local Government Budget Act. 2) Any nonlocal funds made available to the Department from such sources as the State or Federal government, foundations or through donations may be added to the final approved budget upon approval by the Board and through action of the Board of County Commissioners in accordance with the provisions of the Local Government Budget Act and consistent with County policy or ordinance on budget amendments. Any proposed decrease by the County in the unappropriated fund balance of the Health Fund will be brought to the notice of the Board who may make comment to the County regarding the proposed action.

E. The Health Officer or his designee shall keep a proper accounting for all expenses incurred and revenues received in the operation of the Department.

F. No obligation may be incurred or payment made in the operation of the Department except by the approval of the Health Officer or his designee. Approved claims shall be submitted to the Office of the County Comptroller who shall execute payment of such approved claims.

G. The County Treasurer's Office is hereby designated as the office to and from which funds of the Department shall be deposited or disbursed.

H. The County Purchasing Department is hereby designated as the office through which the Board shall exercise its authority under the Local Government Purchasing Act.

I. The Board shall establish a policy for supervision of all public health programs of the Department.

J. The Board may authorize new public health programs upon the recommendation of the Health Officer or his designee provided sufficient funds are available to carry out such programs at the time they are authorized.

K. In the event that grant, donation, contract or foundation funds for a specific program are terminated, that program will also be terminated, including its personnel, unless it is determined by the Board that continuation of the program is necessary and sufficient local tax resources are appropriated by the Board of County Commissioners for the program.

L. If insufficient funds are available to maintain a program and it becomes necessary to restrict or eliminate the program, the Board shall notify the City Managers of Reno and Sparks and the County Manager of the proposed restriction or elimination.

M. If an external fiscal audit of a grant or contract funded program requires a fiscal adjustment in the benefit of the contractor or grantor, such fiscal adjustment will be made within the existing appropriations of the Department.

SECTION 5. Health Officer; position created; appointment; qualifications; powers; duties and authority.

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A. There is hereby created the position of Health Officer of the Washoe County Health District.

B. The Health Officer shall be appointed and may only be removed, by a majority vote of the total membership of the Board. The Health Officer shall hold his position and serve at the pleasure of the Board. He shall reside within the boundaries of the Washoe County Health District.

C. The Board may only appoint as Health Officer a person who possesses the qualifications set forth by law for that position.

D. The salary of the Health Officer shall be established and approved in the manner specified in Chapter 439 of the Nevada Revised Statutes.

E. The Health Officer is empowered to appoint such deputies and delegate such authority as he deems necessary to carry out the authorized health programs of the Washoe County Health District and those deputies shall receive such compensation for the classification designated as provided in the approved salary schedule of the County and as adopted by the Board of County Commissioners; provided sufficient funds are available in the approved annual budget of the Department. In addition, the Health Officer shall comply with the provisions of Section 6 below in making any such appointment to the staff of the Department.

F. The Health Officer shall be responsible to the Board for the proper administration of the Department in areas not directly subject to the supervision and control of the Board as set forth above.

G. The Health Officer and his deputies shall maintain complete records concerning public health programs provided by the Department.

H. The Health Officer, upon request, shall provide to the City Managers of Reno and Sparks, the County Manager and to any member of the Board a copy of any report or record of any activity of the Department.

I. The Health Officer shall cooperate with the State Board of Health, State Health Division and Federal agencies in all matters affecting public health. He shall make such reports and provide such information as the State Board, State Health Division and Federal agencies require.

J. The Health Officer shall designate a person to act in his stead during his temporary absence from the District or during his temporary disability. The Health Officer shall make such designation by letter to the Chairman of the Board, to the staff of the Department, to the City Managers of Reno and Sparks and the County Manager. The person so designated shall occupy the position of "Acting Health Officer" during the Health Officer's absence or disability. If necessary, the Health Officer shall also designate a physician licensed to practice medicine in this state to act as a consultant on all medical matters with which the Department is involved. If the Health Officer fails to make the designation or designations required by this subsection, the Board may do so by resolution.

K. If the position of Health Officer becomes vacant, an Acting Health Officer shall be appointed by the Board to fill the position until the Board appoints a new Health Officer.

L. No member of the Board may be appointed as Health Officer or Acting Health Officer.

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SECTION 6. District Health Department of Washoe County Health District.

There is hereby established a District Health Department of the Washoe County Health District, subject to the following provisions:

A. The Department shall be organized in the same manner as divisions, departments, agencies, offices, etc. of the County are organized for the purpose of providing a structure for the day-to-day execution of the public affairs of the Department.

B. The Department has jurisdiction over all public health matters arising within the Washoe County Health District and shall carry out all public health programs approved by the Board.

C. All personnel matters in the Department shall be regulated by those ordinances applicable to County employees, except as otherwise provided herein.

D. The Health Officer or his designee shall employ qualified persons under the County's Merit Personnel Ordinance. Those persons shall receive the compensation specified for the classification designated in the approved salary schedule adopted by the Board of County Commissioners provided sufficient funds are available in the approved budget of the Department. The Health Officer or his designee may only select persons to fill authorized vacancies within the Department.

E. The Health Officer or his designee may take disciplinary action against any employee, including suspension or termination of any employee of the Department in accordance with any applicable provisions of County ordinances in effect now and in the future and any negotiated contracts with recognized employee associations in effect now and in the future.

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F. The Department shall cooperate with the State Health Division and State Board of Health in carrying out all public health programs within the Washoe County Health District as permitted or required by the Nevada Revised Statutes and other laws.

SECTION 7. Term of agreement.

A. Except as provided in subsection D, this agreement shall be in effect for a period of one year from January 1, 1979.

B. After the initial one-year term has expired, this agreement shall automatically be renewed for a one-year period on each anniversary date after December 31, 1979, unless either Reno, Sparks, or the County serves by certified mail on the other parties to this agreement a written notice of termination 15 days prior to the date of expiration (which shall coincide with each anniversary date of this agreement), in which event this agreement shall terminate on the day of expiration. As used herein, "the expiration date" or "day of expiration" means the last day of this agreement or the last day of any extended one-year period under the terms of this agreement. If no written notice of termination has been received by any party to this agreement from any other party to this agreement at the end of its initial term or at the end of any one-year renewal period after the initial term of this agreement has expired, it shall automatically be renewed for another one-year period and will continue in full force and effect during such renewal.

C. This agreement shall be reviewed annually by the Board, and recommendations for possible amendments may be made to Reno, Sparks and the County.

D. This agreement may be amended by mutual consent of the parties hereto not later than 90 days before its annual renewal date.

E. Reno, Sparks or the County may terminate this agreement for cause, including the breach of any provision thereof, upon written notice to the other parties to this agreement. In that event, the agreement shall terminate 60 days after the parties have received the written notice of termination for cause.

SECTION 8. Property acquired by District Health Department.

A. All property acquired by the Department during the term of this agreement shall be subject to the jurisdiction and control of the Board through the Health Officer and the Department.

B. Upon termination of this agreement, all property acquired by or held in the name of the Department shall become the property of the County, except that any property purchased with Federal funds must be disposed of in accordance with Federal Grants Administration policies.

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IN WITNESS WHEREOF, the parties hereto have executed this amended agreement on the day and in the year appearing by the signatures below.

WASHOE COUNTY, by and through its Board of County Commissioners

By [Signature]  
Chairman

Date August 26, 1986



ATTEST

[Signature]  
County Clerk

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CITY OF RENO, by and through its City Council

By [Signature]  
Mayor

Date 8/25/86



ATTEST

[Signature]  
City Clerk

CITY OF SPARKS, by and through its City Council

By [Signature]  
Mayor

Date 8/25/86 1101865



ATTEST

[Signature]  
City Clerk

WASHOE COUNTY DA  
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RETURN TO:  
FD TARRANT CIVIL DIV.