



# WASHOE COUNTY

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## STAFF REPORT BOARD MEETING DATE: MARCH 8, 2016

**DATE:** February 12, 2016  
**TO:** Board of County Commissioners  
**FROM:** Luanne Cutler, Registrar of Voters  
(775) 328-3690, lcutler@washoecounty.us

**THROUGH:** N/A

**SUBJECT:** Approve Interlocal Agreement between the County of Washoe and the City of Sparks for election services provided by Washoe County (approximate reimbursement received by the County will vary according to number of candidate races and questions placed on the ballot by City of Sparks). (All Commission Districts)

### SUMMARY

Approve Interlocal Agreement between the County of Washoe and the City of Sparks for election services provided by Washoe County (approximate reimbursement received by the County will vary according to number of candidate races and questions placed on the ballot by City of Sparks).

**Washoe County Strategic Objective supported by this item:** *Regional and Community Leadership*

### PREVIOUS ACTION

This Interlocal Agreement has been in effect at least as far back as 1987. It is submitted to the Board of Commissioners each election year for approval. This agreement formalizes the long-standing relationship between the City of Sparks and Washoe County with respect to conducting the elections for the City.

### BACKGROUND

This arrangement has been successful for both the County and the City and this agreement does not seek to change the way we operate together. The purpose of this agreement is to memorialize the current practice and to specify the parties' responsibilities and obligations.

AGENDA ITEM # 6.C.

**FISCAL IMPACT**

Charges for election services to the City of Sparks are rooted in Statute (NRS 293C.545) at .15¢ per voter. The specific amount will be determined by the number of City candidates on the ballot and the possibility that the City may place one or more questions on the General Election Ballot. For the 2016 Primary and General Elections the County should receive a payment for election services provided in the amount of \$12,000 to \$15,000.

**RECOMMENDATION**

It is recommended that the Board approve Interlocal Agreement between the County of Washoe and the City of Sparks for election services provided by Washoe County (approximate reimbursement received by the County will vary according to number of candidate races and questions placed on the ballot by City of Sparks).

**POSSIBLE MOTION**

A possible motion would be to “move to approve Interlocal Agreement between the County of Washoe and the City of Sparks for election services provided by Washoe County (approximate reimbursement received by the County will vary according to number of candidate races and questions placed on the ballot by City of Sparks).

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT IS MADE AND ENTERED INTO THIS \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF SPARKS, a municipal corporation of the State of Nevada hereinafter referred to as "City" and the COUNTY OF WASHOE, political subdivision of the State of Nevada, hereinafter referred to as "County;"**

### WITNESSETH:

**WHEREAS**, City is required by its Charter to conduct primary, general and special elections; and

**WHEREAS**, it is not feasible for City to maintain a full time election department with staff and equipment to conduct and supervise its elections; and

**WHEREAS**, County provides and performs certain election related functions pursuant to the provisions of Chapter 293 of the Nevada Revised Statutes and has appointed a Registrar of Voters pursuant to NRS 244.164 to assume all of the powers and duties vested in and imposed upon the County Clerk with respect to elections; and

**WHEREAS**, County maintains a Registrar of Voters Office, which is staffed and equipped to conduct and supervise elections and thus has the ability to conduct and supervise City's elections with the cooperation, assistance and participation of the City in conduction with the primary and general election conducted pursuant to NRS Chapter 293; and

**WHEREAS**, County is presently required under Chapter 293 of the Nevada Revised Statutes to provide certain services to City, and City, in the interest of economy and efficiency desires to utilize the services of County in connection with City elections, and County is willing to provide such services based upon the terms and conditions set forth below; and

**WHEREAS**, the parties desire to enter into an Interlocal Agreement pursuant to the provisions of NRS 277.180.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein and based upon the terms and conditions set forth below, the parties hereby agree as follows:

1. County hereby designates its Registrar of Voters and City designates its City Clerk as their respective agents to administer the terms of this Agreement and to be responsible for the performance of their respective obligations herein set forth.
2. The City Clerk shall accept Declarations of Candidacy for City offices pursuant to the provisions of the City Charter.

3. The City Clerk shall, immediately after the close of filing of Declarations of Candidacy for City offices, furnish to County's Registrar of Voters a certified list of the candidates for each City office, together with any and all questions to be placed upon the election ballot. The City shall provide to the County's Registrar of Voters the certification of all candidates for Sparks City offices and shall provide the wording of issues for the ballot questions and arguments for and against. Any costs resulting from misinformation provided by or errors made by the City will be paid for by the City.
4. The parties understand and recognize that the City elections will be conducted at the same time as and as part of the primary and general elections pursuant to Chapter 293 of the Nevada Revised Statutes. The County Registrar of Voters shall be responsible for the performance of all acts and functions necessary to conduct efficient elections. With respect to the services to be provided by the County Registrar of Voters to the City, these acts and functions shall include, but not be limited to the following:
  - A. Placing publication orders for City in conjunction with County publication requirements;
  - B. Designation of precincts and voting districts;
  - C. Designation of polling locations;
  - D. Prepare and file the report required by NRS 293C.387 with respect to the City offices and ballot questions.
  - E. Printing of all ballots and ballot supplies, including sample ballots;
  - F. Mailing of sample ballots, absentee ballots and notices;
  - G. Employing and appointing qualified election personnel;
  - H. Furnishing, installing and maintaining all voting equipment and supplies required at the designated polling locations;
  - I. Providing adequate security and traffic control at "election central" on election days; and
  - J. Providing pick-up, delivery and return of tables, chairs, signs and other election equipment for all designated polling place locations.
5. The City agrees that the City Ward Boundaries established prior to May 1, 2014, shall not be amended or otherwise changed during the period of this agreement, with the exception of adjustments required to reflect newly annexed territories.
6. All City elections shall be conducted by the parties hereto in accordance with Chapter 293, 293B, and 293C of the Nevada Revised Statutes, and to the extent not in conflict with such statutes, the Sparks City Charter.
7. The County Registrar of Voters and the City Clerk shall perform the duties and functions specified of them with respect to various boards as provided in NRS Chapter 293B and 293C. Whereby virtue of the parties Agreements hereunder, there arises a question with respect to a particular board, the Registrar of Voters, after consultation with the City Clerk, will make such appointments to such boards as can be made consistent with law and consistent with the parties intention under this Agreement.

8. The Registrar of Voters of the County shall, at a reasonable time after the closing of the polls, furnish the City Clerk sufficient copies of vote tabulation reports on all City offices and ballot questions. The City Clerk shall be responsible for preparing the Abstract of votes on City offices and ballot questions for canvass and certification by the Sparks City Council. Upon completion of the canvass and certification, the City Clerk shall issue Certificates of Election to the candidate for each office who has received the largest number of votes for said office. All voted ballots, rejected ballots, spoiled ballots, unused ballots, tally lists, poll books, challenge lists and stubs of the ballots used, enclosed and sealed, must, after the canvass of the votes be deposited in the vaults of the Registrar of Voters and preserved for the retention period established in NRS 293C.390 and NRS 293.391. The City Clerk shall be responsible for certifying the abstract of votes on City offices and ballot questions.
9. In the event of a recount involving a City office or ballot question and pursuant to the provisions of NRS 293.404, the City Clerk shall be Chairman of the Recount Board and the Registrar of Voters shall serve as a member of the Recount Board. At least one member of the Sparks City Council shall be present at the recount, which shall be conducted pursuant to the election laws and regulations of the State of Nevada.
10. For the conduct of each election, City shall pay to the County \$.15 per registered City voter. In addition, City shall be responsible for payment of actual costs for conduct of the City's portion of the election, incurred by County in the performance of the Agreement, which would not otherwise have been incurred by County. These expenses include, but are not limited to, increased costs associated with printing the sample ballots and the increased costs for printing the City's portion of the ballot and legal notices. For those costs that are incurred solely for the City, e.g., a separate legal notice for the City only, the City shall bear the full costs. For those costs, which are shared between the County and City, e.g., a combined ballot, the City shall be responsible for paying the percentage of the costs for printing the ballot, which their portion of the ballot represents. By way of illustration, if the City's portion of the ballot represents 25% of the total ballot size, the City shall pay 25% of the costs of printing the entire ballot. Such actual costs do not include indirect costs such as costs of County personnel for time spent working on the City's portion of the election.
11. Payments by City may be made either directly or as reimbursement to County, whichever the City Clerk and Registrar of Voters agree is most efficient and serves to minimize actual costs. Actual costs and expenses shall be governed by NRS 293.437 through NRS 293.460, inclusive, where appropriate; and by NRS 293C.545.
12. In the event that a liability claim is filed against either the City or County, there shall be a meeting between the risk managers of each agency to discuss how best to address this claim. In the event that a lawsuit is filed against either agency, there shall be a meeting between the risk managers and the attorneys representing the agencies to discuss how best to defend or settle the lawsuit. The agencies agree to hold harmless, indemnify and defend each other, their respective officers, agents, employees, and volunteers from any loss or liability resulting from any

- claim, suit, or action based on bodily injury or property damage caused by the act either direct or passive, the omission, failure to act or negligence on the part of the respective agency, its employees, agents, representatives arising out of performance of work under this Agreement.
13. This Agreement shall supersede all previous Agreements and shall be in force and effect from and after the date first appearing above and shall continue thereafter until December 31, 2016.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seal this month, day and year first above written.

TY

**CITY OF SPARKS**

**WASHOE COUNTY**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Chairman, Washoe Co Commission

**ATTEST:**

By \_\_\_\_\_  
Teresa Gardner, City Clerk

By \_\_\_\_\_  
Nancy Parent, Washoe County Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Chester Adams, City Attorney

By \_\_\_\_\_  
District Attorney