

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT IS MADE AND ENTERED INTO THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2026, 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, a political subdivision of the State of Nevada, hereinafter referred to as "County"; it becomes effective when signed by both parties.

### **WITNESSETH:**

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

**WHEREAS**, County provides and performs certain county, state, and federal election-related functions pursuant to the provisions of Chapter 293 of the Nevada Revised Statutes (NRS) 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**, City's municipal elections are governed by NRS Chapter 293C; and

**WHEREAS**, County maintains a Registrar of Voters Office, which is staffed and equipped to conduct and supervise county, state, and federal elections and thus has the ability to conduct and supervise City's elections in accordance with NRS Chapter 293C and in conjunction with County's elections conducted pursuant to NRS Chapter 293, with the cooperation, assistance and participation of the City; and

**WHEREAS**, the City has determined that it is in the best interests of the City, during the term of this agreement, to utilize available County election services; and

**WHEREAS**, NRS 277.180 provides for the cooperative sharing of staff and resources between government entities performing any governmental service; 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 and NRS Chapter 293C.

3. Immediately after the close of filing of Declarations of Candidacy for City offices, the County's Registrar of Voters will submit for review a certified list for each City office, together with any and all questions to be placed upon the election ballot. The City shall provide within 3 working days to the County's Registrar of Voters the confirmation certification of all candidates for 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 errors or omissions made by the City will be paid for by the City. Similarly, any costs resulting from the County's errors in processing or handling the information provided by the City will be paid for by the County.

The City of Sparks is invited to observe and/or participate in the County's proofing process. The City will receive notification 24 hours prior to when proofing will begin.

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 Chapters 293 and 293C 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. Preparing and filing 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 all ballots and sample ballots;
- 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 County and the City hereby agree to the following terms:

- A. During an election, City of Sparks employees may be present at the offices of the County Registrar to assist County in sorting ballots, counting votes, verifying signatures, and assisting in similar election activities during early voting for both

the primary and general election and in the period mail ballots are allowed to be counted after election day. City employees who are eligible and meet all state requirements will take any training the Registrar of Voters deems necessary to participate in these election activities. The Registrar of Voters will be responsible for ensuring all training is made available to City employees to ensure their ability to perform any procedure in processing of votes. In the event the Registrar of Voters does not need the assistance of City employees for any election activities, City employees will be allowed to observe election activities during the applicable time periods. Any wages, benefits, or other costs associated with these City employees' employment shall be paid solely by the City.

- B. City employees will work alongside County employees engaged in the sorting of ballots, counting of ballots, and/or signature verification.
  - C. The County intends to use both Automatic Signature Verification (ASV) and manual signature verification to verify a voter's signature. The county manager and city manager shall confer and mutually agree upon an automatic signature verification score threshold, which agreement shall be memorialized in writing and provided to both parties. The City Clerk will be immediately notified if the County moves to a fully manual verification process. Within a reasonable time after the conclusion of the election and to the extent data is available, the Registrar of Voters will provide to City a report including the total number of Sparks residents who submitted mail ballots, the number of signatures of those ballots submitted that a) were verified and counted, b) were pulled for further verification, and c) were not counted as the ballot could not be cured.
  - D. County will provide the City Clerk a list of all registered voters who reside within the City of Sparks, and the City Clerk will alert the Registrar of Voters of any observed irregularities in said list. Furthermore, the County agrees, upon a determination of the Registrar of Voters that it is appropriate, to send out address confirmation cards consistent with the provisions of the National Voter Registration Act to address irregularities within the City of Sparks list of registered voters identified by the City Clerk. The Registrar and Clerk will work to determine a process for tracking irregularities identified by the City Clerk and subsequent action taken by the Registrar of Voters, if any. If eligible under NRS Chapter 293, the City Clerk or designee will serve as one of the officers on the mail ballot central counting board for the election.
  - E. The City Clerk shall appoint one (1) eligible member to serve on the Certification Board for the 2026 Primary and General Elections.
6. The City agrees that the City Ward Boundaries established prior to November 7, 2023, shall not be amended or otherwise changed during the period of this agreement, with

the exception of adjustments required to reflect newly annexed territories.

7. All City elections shall be conducted by the parties hereto in accordance with the City Charter, and to the extent not in conflict with the Charter, Chapters 293, 293B, and 293C of the Nevada Revised Statutes.
8. 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 Chapters 293B and 293C. In the event that there arises a question with respect to a particular board, the Registrar of Voters will make such appointments to such boards as can be made consistent with law and with the parties' intentions under this agreement after considering the input provided from the City Clerk.
9. The Registrar of Voters of the County shall, at a reasonable time after the closing of the polls and upon approval from the Secretary of State, furnish the City Clerk sufficient copies of vote tabulation reports on all City offices and ballot questions. The County Registrar of Voters shall be responsible for preparing and submitting to the City Clerk 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 a Certificate of Election to the candidate for each office who has received the largest number of votes for said office. All applicable election materials or documents, in accordance with NRS Chapter 293, shall 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 voters on City offices and ballot questions.
10. 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 Chairperson of the Recount Board and the Registrar of Voters shall serve as a member of the Recount Board. If more than one recount is ordered of a City office or ballot question, or one or more recounts are ordered that are not exclusive to City offices or ballot questions, the City Clerk will be a member of the Recount Board and the Registrar of Voters the Chairperson. At least one member of the Sparks City Council, who is not a candidate in the election, shall be present at the recount, which shall be conducted pursuant to the election laws and regulations of the State of Nevada.
11. In the event of a Petition for Recall involving a City office, the City Clerk will notify and request a cost estimate from the Registrar of Voters on the day the petition is filed for the cost of signature verification. The City Clerk is responsible for providing the estimate to the petitioner.
12. Sparks Police Department will work with the Registrar of Voters and Washoe County Sheriff Office to ensure proper security planning for vote centers within the City limits.

13. For the conduct of each primary and general election, City shall pay the County \$0.15 per active registered City Voter. In addition, the 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 that 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 cost 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 or a special election for a City office, the City shall bear the full costs. For those costs that are shared between the County and City, e.g., a combined ballot, the City shall be responsible for paying a percentage of the costs for printing the ballot that City's 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 ballot or election.
14. Payments by City can 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 or indirect costs. Actual costs and expenses shall be governed where appropriate by NRS 293.437 through NRS 293.460, inclusive, and by NRS 293C.545.
15. In the event that a liability claim is filed against either the City or County arising from this Agreement, there shall be a meeting between the risk managers of each agency to discuss how to best address the claim. In the event that a lawsuit is filed against either City or County arising from this agreement, there shall be a meeting between the risk managers and the attorneys representing each agency to discuss how best to 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 directly 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.
16. 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, 2026.

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

**CITY OF SPARKS**

By \_\_\_\_\_  
Ed Lawson, Sparks Mayor

Dated \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Lisa Hunderman, City Clerk

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Wes Duncan, Sparks City Attorney

**WASHOE COUNTY**

By \_\_\_\_\_  
Alexis Hill, Chairperson  
Washoe County Board of Commissioners

Dated \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Janis Galassini, Washoe County Clerk

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Chris Hicks, District Attorney