

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT IS MADE AND ENTERED INTO THIS 28th day of Feb., 2022, 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;"

WITNESSETH:

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

WHEREAS, County provides and performs certain 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 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. 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 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 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 parties also recognize that Assembly Bill 321, which was passed during the 81st session of the Nevada Legislature in 2021, made significant changes to the way elections are conducted in the State of Nevada. County Registrars are responsible for conducting elections using mail ballots and complying with many

new legal procedures. Consistent with those changes to state law and to assist the County Registrar with its duties pursuant to AB 321, the County and the City hereby agree to the following terms:

- A. Up to four (4) City of Sparks employees may be present at the offices of the County Registrar at any time 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. The City will have its employees take any training the Registrar of Voters deems necessary to participate in these election activities. In the event the Registrar of Voters does not need the assistance of City employees for any election activities, up to four (4) City employees will be allowed to observe any and all 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. County intends to manually verify the signature of every Washoe County voter who submits a mail ballot pursuant to Section 11(3) of AB 321. If for some reason the method of signature verification is changed, the County will inform the City Clerk within 24 hours of this change in the signature verification procedure. Within a reasonable time after the conclusion of the election, 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.
- C. City employees will be allowed to freely operate and share the same working spaces with County employees engaged in the sorting of ballots, counting of ballots, or signature verification.
- 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 addresses within the City of Sparks identified by the City Clerk. Consistent with section 12 of AB 321, the City Clerk or designee will serve as one of the officers on the mail ballot central counting board for the election.

6. The City agrees that the City Ward Boundaries established prior to January 1, 2022, 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, 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 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.
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. 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.
11. For the conduct of each election, City shall pay to the County \$.15per 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 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 costs for printing the City's portion of the ballot and legal notices. For those costs that are incurred solely for

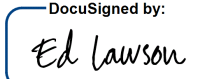
the City, e.g., a separate legal notice for the City only, the City shall bear the full costs. For those costs that are shared between the County and City, e.g., a combined ballot, the City shall be responsible for paying the percentage of the costs for printing the ballot that City's portion of the 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.

- 12. 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 or indirect costs. Actual costs and expenses shall be governed by NRS 293.437 through NRS 293.460, inclusive, where appropriate; and by NRS 293C.545.
- 13. 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 best to address the claim. In the event that a lawsuit is filed against either City or County, there shall be a meeting between the risk managers and the attorneys representing each agency 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.
- 14. 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, 2022.

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

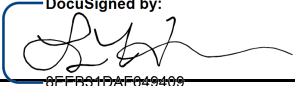
CITY OF SPARKS

WASHOE COUNTY

DocuSigned by:

 By _____
 Ed Lawson, Mayor

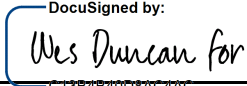
By _____
 Vaughn Hartung, Commission Chair

ATTEST:

DocuSigned by:

By _____
0EEB31DAF049409...
Lisa Hunderman, Sparks City Clerk

By _____
Deanna Spikula, Washoe County
Registrar of Voters

APPROVED AS TO FORM:

DocuSigned by:

By _____
C13B4B40D8AC4AC...
Chester Adams, City Attorney

APPROVED AS TO FORM:

By _____
Chris Hicks, District Attorney