

**B.7** Staff Report (For Possible Action): Approval of Interlocal Agreement with Washoe County for the 2024 Primary and General Municipal Elections.

## STAFF REPORT

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**Date:** December 13, 2023

**To:** Mayor and City Council

**Thru:** Doug Thornley, City Manager

**Subject:** Staff Report (For Possible Action): Approval of Interlocal Agreement with Washoe County for the 2024 Primary and General Municipal Elections.

**From:** Mikki Huntsman, City Clerk

**Department:** City Clerk

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**Summary:**

Nevada Revised Statute (NRS) 293C.545, passed in 1997, designates the city to be responsible for contracting and compensating the county registrar for certain election-related services with the Statewide Primary and General Elections for the upcoming election cycle. Council must review and approve the attached Interlocal Agreement with Washoe County which creates efficiencies in providing election support and services in conducting the City of Reno's 2024 Municipal Elections on or before January 1 of each election year.

Consent Review	Yes	No
1. Is this item an annual or standard item that comes before Council for regular approval?	X	
2. Is this item an agreement required based on an item previously approved by Council?		X
3. Is this item included in the current budget approved and adopted by Council?	X	
<b>Other Considerations</b>		
What percent of the total City budget does this item represent?	< 1%	

**Alignment with Strategic Plan:**

Not Applicable

**Previous Council Action:**

April 13, 2022 - Council approved an Interlocal Agreement with Washoe County for conducting the 2022 City of Reno Municipal Election.

March 25, 2020 - Council approved an Interlocal Agreement with Washoe County for

conducting the 2020 City of Reno Municipal Election.

**Discussion:**

The City of Reno commenced the process of holding its elections in even-numbered years in 1996.

A combined ballot with Washoe County provides for savings to the community of approximately \$250,000, and a probable increase in voter turnout as compared to the prior "stand-alone" elections occurring in odd years.

**Financial Implications:**

Staff estimates that the Primary and General elections for 2024 will cost approximately \$50,000 for the 2024 election cycle.

Any additional ballot question expenses would be based on incremental costs. Monies for conducting the elections will be requested during the 2023-2024 fiscal year budget process.

**Legal Implications:**

Pursuant to NRS 277.180, governmental entities may contract with one another for governmental services or activities so long as each entity is authorized by law to perform such functions.

**Recommendation:**

Staff recommends Council approve the Interlocal Agreement with Washoe County for conducting the 2024 Municipal Elections and authorize the Mayor to sign.

**Proposed Motion:**

I move to uphold the staff recommendation and approve the Interlocal Agreement with Washoe County for conducting the 2024 Municipal Elections.

**Attachments:**

Reno Interlocal Draft - Elections 2024

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the CITY OF RENO, 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 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 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 293C.

3. The City Clerk shall, at the end of each day, furnish to the County's Registrar of Voters all candidate declarations received that day. The following day, the Registrar of Voters office will submit a list of all candidates' information received back to the City Clerk for confirmation. 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 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 Abstract of Votes required by NRS 293C.387 with respect to the City offices and ballot questions with the Reno City Clerk.
  - e) Printing all ballots and ballot supplies, including sample ballots;
  - f) Mailing all ballots, including mail 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 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 as of 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.

6. 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, Chapter 293, 293B, and 293C of the Nevada Revised Statutes or other applicable law.
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 Chapters 293, 293B, and 293C. In the event that 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 with the parties' intentions under this Agreement.
8. The City Clerk shall appoint one (1) eligible member to serve on the Certification Board for the 2024 Primary and General Elections.
9. The Washoe County Registrar of Voters 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 Reno 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 must 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. If more than one recount is ordered, and they 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.
11. Reno 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. The Reno Police Department shall be the primary response agency for all calls for service regarding election matters or all other law enforcement matters that occur at election sites or election facilities within the City of Reno on Early Voting and Election Day. The Washoe County Sheriff's Office shall be the primary response agency for all calls for service regarding election matters or all other law enforcement matters that occur on County property or at County facilities located within the City of Reno on Early Voting and Election Day.
12. 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 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, 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 ballot or election.

13. 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.
14. The City of Reno will be providing access to the following City facilities with conveniences as outlined in the Washoe County Election Day Vote Center Consent for Use Contract(s) to be used as Early Voting locations for the 2024 Primary Election from May 25 – June 7, 2024; Neil Road Recreation Center and McKinley Arts Center. The following city facilities will be used for as Election Day vote center for the Primary Election on June 11, 2024: Neil Road Recreation Center and Evelyn Mount Community Center. The following City facilities will be used as vote centers for early voting for the General Election from October 19 through November 1, 2024; Neil Road Recreation Center and McKinley Arts Center. The following city facilities will be used as vote centers for the General Election on November 5, 2024 : Neil Road Recreation Center, Plumas Park, and Evelyn Mount Community Center will be used as Election day vote centers for the General Election on November 5, 2024.
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 best to address the claim. In the event that a lawsuit is filed against either agency 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.

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 November 30, 2024.

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

**CITY OF RENO**

By \_\_\_\_\_  
Hillary L. Schieve, Reno Mayor

Dated \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Mikki Huntsman, City Clerk

**WASHOE COUNTY**

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

Dated \_\_\_\_\_

ATTEST:

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