

**BOARD OF COUNTY COMMISSIONERS
WASHOE COUNTY, NEVADA**

TUESDAY

8:30 A.M.

JUNE 19, 2012

PRESENT:

Robert Larkin, Chairman
Bonnie Weber, Vice Chairperson
John Breternitz, Commissioner
Kitty Jung, Commissioner

Amy Harvey, County Clerk
Katy Simon, County Manager
Paul Lipparelli, Legal Counsel*

ABSENT:

David Humke, Commissioner

The Washoe County Board of Commissioners convened at 8:38 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

*It was noted that Paul Lipparelli, Legal Counsel, was monitoring the meeting electronically.

12-566 AGENDA ITEM 3 – PUBLIC COMMENT

Agenda Subject: “Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Commission agenda. The Commission will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the Commission as a whole.”

Amy Harvey, County Clerk, introduced Boy Scout Zachary Marshall who was attending the Commission meeting as part of achieving his “Citizenship Certificate.”

James Kozera discussed the noise that occurred from the Reno Livestock Events Center during the Reno Rodeo and asked if City Codes were being enforced.

Sam Dehne spoke on the recent Primary Election and the voting results.

12-567 AGENDA ITEM 4 – ANNOUNCEMENTS

Agenda Subject: “Commissioners’/Manager’s Announcements, Requests for Information, Topics for Future Agendas, Statements Relating to Items Not on the

Agenda and any ideas and suggestions for greater efficiency, cost effectiveness and innovation in County government. (No discussion among Commissioners will take place on this item.)”

Commissioner Jung requested a presentation from City of Reno Code Enforcement to explain how the noise level was monitored and enforced at the Livestock Event Center. She also suggested the Executive Director from the Reno-Sparks Convention and Visitors Authority (RSCVA) explain their role in terms of ensuring that any event at the Livestock Event Center was compatible to the surrounding neighborhood.

Commissioner Weber agreed with the comments made by Commissioner Jung. She indicated she had been working on this issue with James Kozera for the past year and had asked the District Attorney’s (DA’S) Office to become involved. She suggested a meeting with the DA’s Office in an attempt to arrive at a solution before placing an item on a Board agenda.

12-568 AGENDA ITEM 5 - REGISTRAR OF VOTERS

Agenda Subject: “Vote Canvass - June 12, 2012 Primary Election. (All Commission Districts.)”

Pursuant to NRS 293.387, Dan Burk, Registrar of Voters, presented the abstract of the votes cast for all candidates in all of the precincts in Washoe County in the Primary Election conducted on Tuesday, June 12, 2012 and certified the same to be true and correct as certified by the Election Certification Board pursuant to NRS 293B.390. A duly executed Submission of Abstract and Certificate of Accuracy from the Certification Board were placed on file with the Clerk.

Mr. Burk reviewed the statistics and results of the 2012 Primary Election. He commented that two issues came forward with this election. He said there was still a challenge in regard to training poll workers and hoped to combine the essence of what was needed and build a support network to help on election days. Mr. Burk said the retention of poll workers was also a concern and explained that over 60 poll workers quit in the week prior to the election due to either health reasons or the complexity of the system. He felt that more communication in the future could help alleviate some of those concerns.

Commissioner Breternitz inquired on the status of the online voter registration program. Mr. Burk replied that the Nevada Online Voter Access (NOVA) system would go live on June 21, 2012. He explained that NOVA allowed for new voter registration and for existing registered voters to update their status.

Commissioner Weber asked if NOVA was a mandated program. Mr. Burk stated the system was originally developed in Clark County and was a partnership between the Nevada Secretary of State’s Office (SOS) and the Department of Motor

Vehicles (DMV). He said NOVA verified the applicant's information through the DMV, checked existing signatures and current addresses and ensured that the applicant had a valid Nevada identification. Commissioner Weber requested a presentation on NOVA in order for citizens to fully understand the process.

Commissioner Weber commented on being asked for her name and address when signing in to vote and stated she was uncomfortable giving that information with others nearby. Mr. Burk indicated that an address needed to be verified since it defined what was permitted to be voted on. He stated he realized that may be a concern and, in the future, determine if there may be other ways to provide that information.

Chairman Larkin asked if the Primary Election represented a fair, open and honest election. Mr. Burk confirmed that to be true.

Greg Neuweiler, Election Certification Board Chairman, said that the election process in Washoe County was accurate, and he indicated that a single vote had never been lost. He explained the process the Election Certification Board conducted before, during and after the elections, which included a double-blinded study.

There was no public comment on this item.

After conducting the canvass, the Board declared the abstract, as presented, to be a true vote cast; and, on motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, Chairman Larkin ordered that the members present execute the Certification of the Official Canvass for the 2012 Primary Election, as presented in the Summary Report and the Statement of Votes Cast.

12-569 AGENDA ITEM 6 – REGISTRAR OF VOTERS

Agenda Subject: “Approve Interlocal Agreement between the County of Washoe and 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.)”

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6 be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

12-570 AGENDA ITEM 7 – REGISTRAR OF VOTERS

Agenda Subject: “Approve Interlocal Agreement between the County of Washoe and City of Reno 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 Reno). (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 7 be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

12-571 AGENDA ITEM 9 – PUBLIC COMMENT

Agenda Subject: “Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Commission agenda. The Commission will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the Commission as a whole.”

There was no response to the call for public comment.

* * * * * * * * *

9:10 a.m. There being no further business to discuss, on motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, the meeting was adjourned.

ROBERT M. LARKIN, Chairman
Washoe County Commission

ATTEST:

AMY HARVEY, County Clerk and
Clerk of the Board of County Commissioners

*Minutes Prepared by:
Stacy Gonzales, Deputy County Clerk*

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT IS MADE AND ENTERED INTO THIS 27th day of February, 2012, 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 hereto 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.

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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 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 City Clerk shall distribute forms and receive reports pursuant to the provisions of Chapter 294A of the Nevada Revised Statutes.
5. 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. Printing of all ballots and ballot supplies, including sample ballots;
 - E. Mailing of sample ballots, absentee ballots and notices;
 - F. Employing and appointing qualified election personnel;
 - G. Furnishing, installing and maintaining all voting equipment and supplies required at the designated polling locations;
 - H. Providing adequate security and traffic control at "election central" on election days; and
 - I. Providing pick-up, delivery and return of tables, chairs, signs and other election equipment for all designated polling place locations.
6. The City agrees that the City Ward Boundaries established prior to May 1, 2008, 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 Chapter 293, 293B, and 293C of the Nevada Revised Statutes, and to the extent not in conflict with such statutes, the Sparks City Charter.
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 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.

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 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 and for preparing and filing the report required by NRS 293C.387 with respect to the 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 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.
11. 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 Council 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.

- 12. Payments by City may be made either directly or as reimbursement to County, whichever the City Clerk and Registrar of Voters agree in 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.
- 13. 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.
- 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, 2012.

12-5-09

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

CITY OF SPARKS

By Gene R. Mantz
Mayor

ATTEST:

By Linda K. Patterson 
Linda K. Patterson, City Clerk

APPROVED AS TO FORM:

By Chester Adams
Chester Adams, City Attorney

WASHOE COUNTY

By Robert M. Larkin
Chairman, Washoe Co. Commission

ATTEST:

By Amy Harvey 
Amy Harvey, County Clerk

APPROVED AS TO FORM:

By Paul Alley
District Attorney

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this 25th day of April, 2012, 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";

WITNESETH:

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 hereto 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.

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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 certification of all candidates for Reno 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 City Clerk shall distribute forms and receive reports pursuant to the provisions of Chapter 294A of the Nevada Revised Statutes.

5) 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) Printing of all ballots and ballot supplies, including sample ballots;
- e) Mailing of sample ballots, absentee ballots and notices;
- f) Employing and appointing qualified election personnel;
- g) Furnishing, installing and maintaining all voting equipment and supplies required at the designated polling locations;
- h) Providing adequate security and traffic control at "election central" on election days; and
- i) Providing pick-up, delivery and return of tables, chairs, signs and other election equipment for all designated polling place locations.

6) The City agrees that the City Ward Boundaries established as of September 12, 2007 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 Chapter 293, 293B, and 293C of the Nevada Revised Statutes, and to the extent not in conflict with such statutes, the Reno City Charter.

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 Chapter 293B and 293C. Where by 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.

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 City Clerk shall be responsible for preparing 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 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 and for preparing and filing the report required by NRS 293C.387 with respect to the 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 Chairman of the Recount Board and the Registrar of Voters shall serve as a member of the Recount Board.

11) 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.

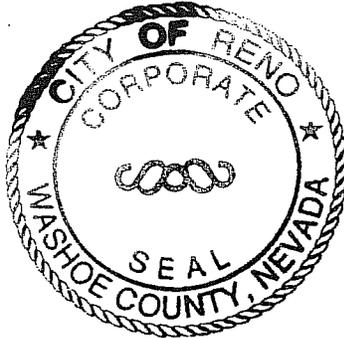
12) Payments by City may be made either directly or as reimbursement to County, whichever the City Clerk and Registrar of Voters agree is most efficient and serves to minimize actual costs. Actual costs and expenses shall be governed by NRS 293.437 through NRS 293.460, inclusive, where appropriate; and by NRS 293C.545.

13) In the event that a liability claim is filed against either the City or County, 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.

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, 2012.

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

CITY OF RENO



By *Robert A. Cashell, Sr.*
Robert A. Cashell, Sr., Mayor

ATTEST: *Lynnette R. Jones*
By *Lynnette R. Jones*
Lynnette R. Jones, City Clerk

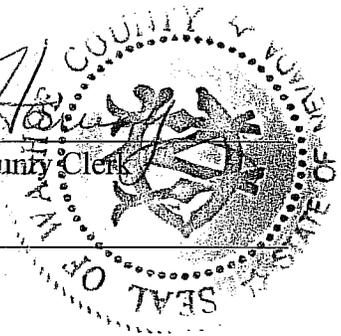
Dated _____

WASHOE COUNTY

By *Robert M Larkin*
Robert Larkin, Chairman,
Washoe County Commission

ATTEST: *Amy Harvey*
By *Amy Harvey*
Amy Harvey, County Clerk

Dated 6.19.12



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