

**AGENDA  
CITY OF FALLON – CITY COUNCIL  
55 West Williams Avenue  
Fallon, Nevada  
March 4, 2022 – 9:00 a.m.**

The Honorable City Council will meet in a special meeting on March 4, 2022 at 9:00 a.m. in the City Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Items on the agenda may be taken out of order. The Council may combine two or more agenda items for consideration. The Council may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Unless otherwise allowed by the City Council, public comments by an individual will be limited to three minutes.

1. Pledge of Allegiance to the Flag.
2. Certification of Compliance with Posting Requirements.
3. Public Comments: General in nature, not relative to any agenda items.  
No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken. **(For discussion only)**
4. Consideration and possible action to enter into a Cooperative Agreement with Churchill County for Election Services which provides the terms for Churchill County and the City of Fallon to cooperatively hold joint elections. **(For possible action)**
5. Public Comments **(For discussion only)**
6. Council and Staff Reports **(For discussion only)**
7. Executive Session (closed):
  - Discuss Litigation Matters **(For discussion only)** (NRS 241 et.seq.)
  - Negotiations with Operating Engineers Local Union No. 3 **(For discussion only)**
  - Negotiations with Fallon Peace Officers Association **(For discussion only)**

This agenda has been posted on or before 9:00 a.m. on March 1, 2022 at City Hall, District Court Building, Churchill County Office Complex, Churchill County Public Library and posted to the City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>). Members of the public may request the supporting material for this meeting by contacting Elsie M. Lee, Deputy City Clerk, City Clerk's Office, City Hall, 55 West Williams Avenue, Fallon, Nevada, (775) 423-5104. The supporting material for this meeting is also available to the public on the City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>).



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Elsie M. Lee

NOTICE TO PERSONS WITH DISABILITIES: Reasonable effort will be made to assist and accommodate physically handicapped persons desiring to attend the meeting. Please call the City Clerk's Office at 423-5104 in advance so that arrangements may be conveniently made.

March 4, 2022

## Agenda Item 4

Consideration and possible action to enter into a Cooperative Agreement with Churchill County for Election Services which provides the terms for Churchill County and the City of Fallon to cooperatively hold joint elections. **(For possible action)**

Incorporated 1908

**CITY OF FALLON  
REQUEST FOR COUNCIL ACTION**

Agenda Item No.   4  

DATE SUBMITTED: February 28, 2022

AGENDA DATE REQUESTED: March 4, 2022

TO: The Honorable City Council

FROM: Trent deBraga, Deputy City Attorney

SUBJECT TITLE: Consideration and possible action to enter into a Cooperative Agreement with Churchill County for Election Services which provides the terms for Churchill County and the City of Fallon to cooperatively hold joint elections. **(For possible action)**

TYPE OF ACTION REQUESTED: (Check One)

Resolution                                       Ordinance  
 Formal Action/Motion                       Other

RECOMMENDED COUNCIL ACTION: Motion to approve and enter into a Cooperative Agreement with Churchill County for Election Services which provides the terms for Churchill County and the City of Fallon to cooperatively hold joint elections.

DISCUSSION: In 2019, Assembly Bill 50 was passed in the 80<sup>th</sup> Nevada Legislative session which revised provisions governing the dates for certain city elections. Specifically, changes were made to NRS 293C, which governs city elections, and required the City of Fallon to hold its elections for city offices at the same time as statewide primary and general elections.

The Cooperative Agreement for Election Services will allow the City of Fallon and Churchill County to work cooperatively with each other by defining its respective responsibilities and obligations including the responsibilities and obligations of the County Clerk/Treasurer and City Clerk/Treasurer. By holding joint elections, eligible City of Fallon voters will be able to conveniently vote for open city offices in addition to other county and statewide elections on the same day and at the same location. The term of the Agreement will expire on December 31, 2022.

FISCAL IMPACT: Unknown. Pursuant to the terms of the Cooperative Agreement for Election Services, the City will pay the County a sum equal to the expenses incurred by the County in its performance of the Agreement, including reimbursement of all personnel costs incurred as a

direct result of conducting City's election. Additionally, the City will reimburse a proportionate share of the costs of a joint County/City election that is attributable to the additional costs the County incurs beyond the cost it would have incurred in the absence of the Agreement.

PREPARED BY: Trent deBraga, Deputy City Attorney

## COOPERATIVE AGREEMENT FOR ELECTION SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF FALLON, a municipal corporation of the State of Nevada (“City”), and CHURCHILL COUNTY, a political subdivision of the State of Nevada (“County”), pursuant to the provisions of NRS 277.045.

### WITNESSETH:

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

WHEREAS, City and County both have clerks required by state law to perform prescribed election duties; and

WHEREAS, City’s municipal elections are governed by NRS Chapter 293C; and

WHEREAS, the County maintains an election department staffed and equipped to conduct and supervise City’s elections with the cooperation, assistance and participation of the City; and

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

WHEREAS, NRS 277.180 authorizes the cooperative sharing of staff and resources between government entities performing any government service.

NOW THEREFORE, in consideration of the mutual provisions and conditions set forth, the parties agree as follows:

### PURPOSE

The parties enter into this Cooperative Agreement to retain the services of the County election department for the municipal elections to be held in conjunction with County primary and general elections and any special elections directed by the City.

The County designates its Clerk/Treasurer (“County Clerk”) and the City designates its City Clerk/Treasurer (“City Clerk”), as their respective agents, to administer the terms of this Agreement, and to be responsible for the performance of their respective obligations set forth herein.

### OBLIGATIONS OF COUNTY

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 Clerk shall be responsible for, but not limited to, providing the City with the following services necessary to conduct City elections:

- A. Voter registration
- B. Designation of precincts and voting districts, excluding wards
- C. Designation and procurement of polling places

- D. Preparation and printing of all ballots, including sample ballots and mail-in ballots
- E. Mailing of all ballots, including sample ballots and mail-in ballots and notices to voters
- F. Publishing the legal notices for early voting and the close of registration
- G. Recruiting and training sufficiently qualified election workers
  - a. City Clerk employees or designees are permitted to be present and observe any election activities during early voting and primary and general elections provided there is sufficient space for them. If space is restricted, the City Clerk is permitted to have no less than one (1) employee or designee present. County Clerk is not required to provide City Clerk employees or designees access to the voter database and/or software.
- H. Furnishing, preparation, delivery and maintenance of all voting equipment, supplies and reports required at the polling places and during early voting
- I. Acceptance and processing of absentee ballot voting
- J. Acceptance and processing of mail-in ballots
- K. Conduct early voting during the times specified by the Secretary of State
- L. Election Day tabulation activities, including appointment of members to serve on all election boards required by law or deemed necessary by the County Clerk.
  - a. The County Clerk 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 Clerk 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 Fallon 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 County Clerk 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.
- M. Provide list of registered voters in wards
  - a. County will provide the City Clerk a list of all registered voters who reside within the City of Fallon, and the City Clerk will alert the County Clerk of any observed irregularities in said list. 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.
- N. Reporting election results to the Secretary of State
- O. Verification of signatures for any recall, referendum or initiative petition circulated within the City of Fallon
- P. County will verify the signature of every City of Fallon voter who submits a mail ballot pursuant to Section 11(2) of AB 321.

- Q. County Clerk shall be responsible for publishing the Notice of Election unless a request is made in writing by the City Clerk to the County Clerk, receive by 5:00 P.M. on the last day a candidate may withdraw, that he wishes to do the publication.
- R. Other duties concerning the handling of elections prescribed under NRS Chapter 293 and 293C and not expressly stated to be performed by City Clerk under the terms of this Agreement unless notified in writing by the City Clerk to perform the duty.

#### OBLIGATIONS OF CITY

The City Clerk shall be responsible for, but not limited to, performing the following functions necessary to conduct City elections:

- A. Submission of Ballot Questions/Declaration of Candidacy: In accordance with State and City election laws, City Clerk shall accept submission of ballot questions and declarations of candidacy for City offices. City Clerk shall furnish the County Clerk with a copy of any questions submitted to appear on the ballot, including explanation of and arguments for and against the question, not later than three (3) working days after receipt of the question by City Clerk pursuant to NRS 293.481(d). City Clerk shall furnish the County Clerk with a certified list of candidates for each City office by 5:00 P.M. on the day following the last day permitted for withdrawal of candidacy. City Clerk will be responsible for determining that candidates meeting filing requirements.
- B. Inspection of Ballots: City Clerk, or designee, shall be available beginning the morning following the close of candidate filing to proof the sample ballots and digital ballot faces until such time that all ballots have been proofed and approved as to final form.
- C. Testing of Election Equipment and Programs: The County Clerk shall make available to City Clerk the opportunity to serve as a member of the Accuracy Certification Board. Inspection and approval shall occur at the time of the logic and accuracy certification testing, prior to the delivery of machines to the polling places. Tabulation shall proceed as prescribed by NRS and the rules and regulations adopted by the Secretary of State.
- D. Early Voting: City Clerk shall appoint staff to coordinate activities between the City Clerk's Office and the County Clerk's Office in support of early voting.
- E. Wards: 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 exceptions of adjustments required to reflect newly annexed territory.
- F. Canvassing Returns: Prior to the formal canvassing of returns by the respective governing bodies, City Clerk and the County Clerk may release to the public the unofficial, preliminary results of the vote in an election. The County Clerk 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 Clerk 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 Fallon 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 County Clerk 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.

- G. Abstracts: The County Clerk will prepare abstracts of the City election results and submit the abstracts to the City Clerk. The City Clerk shall certify the results before the City Council.

#### ELECTION RECOUNTS

Any recounting arising out of a City Election shall be the responsibility of the County. 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. City shall reimburse County for any expenses incurred in the provision of such services.

#### COST OF SERVICES AND REIMBURSEMENT TO COUNTY

City agrees to pay to County a sum equal to the expenses incurred by the County in its performance of this Agreement, including reimbursement of all personnel costs incurred as a direct result of conducting City's election. Such reimbursement will not include reimbursement for costs that County would have incurred in the processing of a County Election with the City in the absence of this Agreement. City agrees to reimburse a proportionate share of the cost of a joint County/City election that is attributable to the additional costs the County incurs beyond the cost it would have incurred in the absence of this Agreement. In addition, County agrees to coordinate purchases and services necessary to perform the services outlined in this Agreement. Payment to County shall be made by check, payable and mailed to the Churchill County Treasurer within thirty (30) days from presentation by County of an itemized invoice of such expenses. City may request an audit of billed expenses within thirty (30) days of receipt of invoice. The expenses incurred by County shall be governed, where appropriate, by the provisions of NRS Chapters 293 and 293C.

#### TERM OF AGREEMENT

The term of this Agreement shall be from the day and year first written above and will continue until December 31, 2022.

#### GENERAL PROVISIONS

This Agreement shall be considered under and in accordance with the laws of the State of Nevada. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision thereof. No amendment, modification or

alteration of this Agreement shall be binding unless made in writing and duly executed by both parties.

#### INDEMNIFICATION

In the event that a liability claim arising out of the duties described in this Agreement is filed against either the City or County, there shall be a meeting between the risk managers of each party to discuss how to address the claim. In the event that a lawsuit is filed against either party, there shall be a meeting between the risk managers and the attorneys representing the parties to discuss how best to defend the lawsuit. The parties 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 omissions, failures to act or negligence on the part of the respective entity, its employees, agents, representatives arising out of performance of work under this Agreement.

#### STATUTORY DUTIES OF CLERKS

Nothing in this Agreement shall be construed as a delegation of duties prescribed by law from the County Clerk or City Clerk to the governing board of either political subdivision. Nor shall this Agreement be construed as a delegation of legal duties by the City Clerk to the County Clerk or County Clerk to the City Clerk.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

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H. Peter Olsen  
Chairman of the Churchill County  
Board of Commissioners

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Linda Rothery  
Churchill County Clerk/Treasurer

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Ken Tedford  
Mayor

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Sean Richardson  
City Clerk