MEMORANDUM OF UNDERSTANDING BETWEEN CLARK COUNTY
AND THE CITY OF MESQUITE

This Memorandum of Understanding (MOU) is entered into on this _________ day of ________, 2018 (Effective Date), and entered into by and between CLARK COUNTY, a political subdivision of the State of Nevada (hereinafter COUNTY) and the City of Mesquite, a political subdivision of the State of Nevada (hereinafter CITY)

RECITALS

WHEREAS, the COUNTY desires to maintain an efficient and effective Justice Court System; and

WHEREAS, the CITY desires to maintain an efficient and effective Municipal Court System; and

WHEREAS, both the Municipal Court and Justice Court are currently located in the City of Mesquite, Justice Facility; and

WHEREAS, NRS 5.020 was amended in 1983 to authorize the governing body of a city, with the consent of the board of county commissioners and the justice of the peace, to provide that a justice of the peace of the township in which the city is located may be appointed as the ex officio municipal court judge of the city; and

WHEREAS, the Mesquite City Charter Article IV Section 4.020(1)(a) provides that the Mesquite Township Justice of the Peace may serve as the City of Mesquite Municipal Court Judge and;

WHEREAS, the parties believe that the joint and cooperative use of court facilities, equipment and staff will be to the mutual advantage of the parties, and through this MOU the parties will provide the necessary court services and facilities to the citizens of CITY and COUNTY in the most effective and cost efficient manner.

NOW, THEREFORE, the parties do hereby agree as follows:

LEASE

1. The COUNTY shall be entitled to maintain and operate its Justice Court in the CITY’s Justice Facility, pursuant to the terms of that certain FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR USE OF THE MESQUITE JUSTICE FACILITY dated, August 12, 2014
(hereinafter Interlocal) between the parties hereto. In the event of any conflicting provisions between the Interlocal and this MOU, the terms of this MOU will control.

**COURT SECURITY**

2. The CITY agrees that, as part of the Interlocal pursuant to paragraph 1, the CITY will provide all security for the building, staff, and customers of both Courts. The COUNTY agrees to continue to provide a part-time County bailiff to assist with Justice Court hearings. The CITY agrees to continue to provide court security for all Municipal Court hearings. The CITY further agrees to continue to provide court security support for Justice Court hearings in accordance with the MEMORANDUM OF UNDERSTANDING BETWEEN THE CLARK COUNTY, NEVADA CITY OF MESQUITE FOR MESQUITE TOWNSHIP JUSTICE COURT SECURITY SERVICES, dated March 10, 2015. In the event that the COUNTY and CITY reach a cost-sharing agreement as discussed in Section 5.1 this section may be updated.

**COURT PERSONNEL**

3.1 The parties believe that they can save taxpayer dollars and provide better services to their customers by staff consolidation. The COUNTY currently has one (1) full time and two (2) part time staff assigned to the Mesquite Township Justice Court (excluding the Justice of the Peace). The CITY currently has three (3) full-time and four (4) part-time staff assigned to the Mesquite Municipal Court. Some of these CITY employees are in grant-funded positions. During the term of this initial agreement, the parties shall use their best efforts to explore the concept of consolidating staff and related cost-saving measures.

3.2 It is intended all Court staff, both Justice Court and Municipal Court, shall be authorized to work with all cases and customers of both courts regardless of whether they are Municipal Court or Justice Court cases. However, the Justice of the Peace shall have full discretion to assign court staff responsibilities and is not obligated to have court staff work on cases in both courts.

3.3 In the event that the COUNTY and the CITY reach a cost sharing agreement in the future, including an understanding regarding COUNTY reimbursement for costs related to operating the Mesquite Justice Court, the COUNTY will agree that as vacancies occur in Justice Court Staff positions that the COUNTY will not fill the positions, but will allow the CITY to fill the position with an employee hired by the CITY.

3.4 In the event that the COUNTY and the CITY reach a cost sharing agreement in the future, for each year remaining in the MOU, the CITY will notify the COUNTY 120 days prior to July 1 of each year of additional categories of expenses, including Court personnel increases or cost changes, which are anticipated in the upcoming year. Any requested increase in total staff must be agreed to by both the CITY and COUNTY.

3.5 All revenue from fees, fines, bail forfeitures, or otherwise shall be accounted for separately and deposited into separate accounts for the Municipal Court and Justice Court as provided by Nevada law.
COURT EMPLOYEE EXPENSES

4. Court employee expenses shall include all employee total compensation and associated tax and insurance expenses; including wages, PERS contributions, health insurance (including medical, dental and vision), workers compensation, unemployment insurance, short term disability, long term disability, life insurance, and any other employee related expense agreed to by the parties.

COUNTY REIMBURSEMENT

5.1 The parties shall use their best efforts to create a shared funding formula based on weighted caseloads as provided below, or through alternative cost sharing formulas as agreed to by the parties. As part of that process the COUNTY and CITY will work to reach an agreement that will involve the CITY initially covering the cost to operate the Mesquite Municipal and Justice Courts with the COUNTY subsequently reimbursing the CITY for Justice Court cases.

5.2 Weighted caseload calculation will be based on the COUNTY’s percentage of the previous fiscal year’s total weighted caseload applied to the combined budget for Court employees for the ensuing fiscal year as set forth in the calculation below.

5.3 - - Total Court employee expense = the sum of Justice Court employee expense (excluding the Justice of the Peace) and Municipal Court employee expense.

- - Total weighted caseload = the sum of the previous fiscal year’s weighted Justice Court caseload plus the previous fiscal year’s weighted Municipal Court caseload.

--- Justice Court percentage = the weighted Justice Court caseload divided by the total weighted caseload.

--- County reimbursement = the total court employee expense multiplied by the Justice Court percentage less all monies directly paid by the County to its current direct employees. (This last subtraction will be eliminated from the calculation when Justice Court does not have any direct Court employees)

5.4 In the event that the COUNTY and CITY reach a reimbursement agreement, there will be an annual “true up” of expenses, within 30 days of the previous fiscal years end to reconcile actual expenses.

OPERATIONAL EXPENSES

6.1 In the event that the COUNTY and CITY reach a reimbursement agreement as discussed in Section 5.1, the COUNTY shall reimburse the CITY for its share of operational expenses, including bank charges, credit card fees, collection fees, communication and telephone charges, office supplies, postage, and any other operational expenses agreed to by the parties.

6.2 The COUNTY shall reimburse the CITY for operational expenses utilizing the same cost sharing formula as agreed to the parties in paragraph 5.1 above.

6.3 In the event that the COUNTY and CITY reach a reimbursement agreement, there will be an annual “true up” of expenses, within 30 days of the previous fiscal years end to reconcile actual expenses.
CONSENT

7.1 By virtue of this MOU the COUNTY agrees pursuant to NRS 5.020 to allow the CITY to utilize the elected Mesquite Justice of the Peace as the Mesquite Municipal Court Judge.

7.2 By virtue of this MOU the CITY agrees to appoint the Justice of the Peace to the additional position of ex-officio Municipal Court Judge.

7.3 By virtue of his/her signature below the Mesquite Township Justice of the Peace agrees to the terms of this MOU and to be appointed to the position of ex-officio Mesquite Municipal Judge.

MISCELLANEOUS EXPENSES

8. All other expenses associated with the Mesquite Municipal Court or Mesquite Justice Facility shall be paid by the CITY.

JUSTICE OF THE PEACE COMPENSATION

9.1 Pursuant to NRS 4.040 the Board of County Commissioners shall set the combined salary of the Justice of the Peace/Municipal Judge and shall be responsible to pay the same. The initial salary of the Justice of the Peace/Municipal Judge shall be the combined amounts previously approved by the CITY ($67,142) and COUNTY ($76,000) (Total: $143,142.00). The COUNTY shall issue one paycheck to the Justice of the Peace/Municipal Court Judge. The CITY shall reimburse the COUNTY for the CITY’s share of the compensation. In the event that the COUNTY and CITY reach a reimbursement agreement in the future, the agreement may set forth calculations related to the parties’ respective salary obligations. In the event a reimbursement agreement is not reached, the CITY and COUNTY will split responsibility of any approved salary increase. Until the parties reach a cost-sharing agreement under Section 5 of this MOU, the Mesquite Justice of the Peace/ Municipal Judge shall continue to be paid by both the County and the City, maintaining both pay and benefits from each entity that are in place at the time of entering this MOU.

9.2 The Justice of the Peace/Municipal Judge compensation expense shall include wages, PERS contributions, health insurance (including medical, dental and vision), workers compensation, unemployment insurance, short term disability, long term disability, life insurance, travel, training, dues, and any other employee related expense agreed to by the parties. The Justice of the Peace/Municipal Judge shall continue to receive existing employee benefits previously negotiated with the CITY. Any salary related benefits with the CITY shall only be on the CITY portion of the salary, and shall be paid by the CITY.

9.3 The CITY shall reimburse the COUNTY for its share of the Justice of the Peace/Municipal Judge compensation expense by multiplying the Municipal Court percentage (100% less the Justice Court percentage as determined in paragraph 5.1) times the total Justice of the Peace/Municipal Judge compensation expense as determined in paragraph 9.2.

9.4 The Justice of the Peace has elected to utilize CITY health insurance and has not utilized County health insurance since becoming the Justice of the Peace in 2013. In the event that the COUNTY and CITY reach a reimbursement agreement, the COUNTY agrees to credit an agreed
upon amount to the CITY when calculating the COUNTY reimbursement to the CITY for Justice of the Peace/Municipal Judge compensation expense.

TERM AND TERMINATION
10.1 The term of this MOU shall be from January 7, 2019 until January 6, 2025, i.e., the term for the Justice of the Peace elected in 2018, unless sooner terminated as provided for herein.

10.2 Either party may terminate this MOU upon providing prior written notice to the other party 180 days prior to termination. All reimbursements will still be owed for the period that this MOU is in effect.

BOOKS AND RECORDS
11. All parties agree to maintain any and all records associated with its obligations and participation under the MOU and in accordance with applicable law.

RELATIONSHIP OF THE PARTIES
12. The employees or agents of each party who are engaged in the performance of this MOU shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. This MOU is for the benefit of the parties, and no third party beneficiary relationship is intended. No separate legal entity is created by the MOU. No joint organization is created.

LIABILITY LIMITATIONS
13. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Additionally, each party agrees to be responsible for all claims, lawsuits, liability, losses, damages, illnesses, injury (including death) and/or related expenses that each may incur as a result of their own negligence, actions or omissions of their respective governing bodies, officials, officers, employees, agents, representatives, and volunteers, in the performance of this MOU.

CHANGES, MODIFICATIONS, AND AMENDMENTS
14. This MOU may be changed, modified, amended or waived only by written agreement executed by the parties hereto.

ASSIGNMENT
15. The parties shall not assign, transfer or delegate any rights, obligations or duties under this MOU without prior written consent of the other parties.
GOVERNING LAW AND VENUE

16. This MOU has been and shall be construed as having been made and delivered within the State of Nevada, and it is agreed by each party hereto that this MOU shall be governed by the laws of the State of Nevada both as to its interpretation and performance.

WAIVER

17. A failure by either party to exercise its rights under this MOU shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this MOU unless stated to be such in a writing signed by an authorized representative of the party and attached to the original MOU.

SEVERABILITY

18. If any provision of this MOU or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this MOU which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this MOU, and to this end the provisions of this MOU are declared severable.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first above written.

CITY OF MESQUITE

______________________________________  Date: ___________________
By:

CLARK COUNTY:

______________________________________  Date: ___________________
By:

CONSENT BY MESQUITE JUSTICE OF THE PEACE

______________________________________  Date: ___________________