



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: March 17, 2021

REPORT TO:	Mayor and City Council
REPORT THRU:	Daphne Hooper, City Manager
REPORT FROM:	Daphne Hooper, City Manager
REVIEWED BY:	Brandi Jensen, City Attorney
REVIEWED BY:	Denise Lewis, City Treasurer

FINANCIAL IMPACT: Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	CURRENTLY BUDGETED: Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	FUND/ACCOUNT: N/A
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ACTION REQUESTED: Consent Ordinance Resolution Motion Receive/File

AGENDA ITEM: Staff Report (For Possible Action):
Possible Action to approve a MOU with Lyon County regarding general services, including, but not limited to, an Addenda for services related to Court Facilities, Jury Coordinator, and Prosecution of Domestic Battery Cases.

Agenda Item Brief:
The City and County are working together to create a shared service arrangement on various topics. This combined effort at consolidation is a step towards the future of the City. Together the parties can move forward in the future towards combined efforts to serve the community

Recommended Motion:
“I move to approve a MOU with Lyon County regarding general services, including, but not limited to, an Addenda for services related to Court Facilities, Jury Coordinator, and Prosecution of Domestic Battery Cases.”

Business Impact (per NRS Chapter 237):

A Business Impact Statement is Attached.

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City could deny the MOU and in turn include in the 2021-2022 budget to accommodate the cost of services listed in this agreement and require to County to use their own facilities for jury trials.

BACKGROUND:

General MOU:

The City and the County are assessing complementary strengths for providing services in the City and County. The City and County are working together to create a shared service arrangement on various topics. This combined effort at consolidation is a step towards the future of the City. Together the parties can move forward in the future towards combined efforts to serve the community. It demonstrates an improved working relationship, increased levels of quality and service, efficient use of services and facilities, and a sharing of staff with specialized knowledge or skills.

Jury Trials:

The first topic addressed is Domestic Violence Jury Trials. By sharing facilities and staff expertise, the parties have reached a joint agreement to benefit the taxpayers, City, and County together. Currently the law prohibits a municipal court in a general law City from holding jury trials. A recent Supreme Court case gave defendants charged with domestic battery the right to demand a Jury Trial. Since this change in the law, all domestic batteries are being handled by Lyon County. Currently there is a bill draft that may change jury trials requirements within a general law City. As the parties navigate these new changes in the laws, they have worked together to create a joint services plan. Lyon County reached out about using the City's newly remodeled courtroom as it is Covid and social distancing compliant. In exchange, the County will keep all domestic battery cases and the related tasks of holding jury trials.

Allowing this joint services concept is a benefit to the taxpayers as it utilizes existing facilities and services. This reduces costs to the taxpayers to have to modify the County building for Covid compliance and avoids the costs to the City taxpayers for the management of domestic violence cases.

LEGAL IMPLICATIONS:

The Contract can be terminated with 90 days' notice by either party.

FINANCIAL IMPLICATIONS:

This joint services agreement allows the parties to prepare for the upcoming budget and related costs regarding domestic violence jury trials. This agreement will benefit the budget and imposes no direct cost to the City.

ATTACHMENTS:

General MOU
Addenda A