

2021 MOU Addendum A
between the City of Fernley and Lyon County
For Services related to Court Facilities,
Jury Coordinator, and Prosecution of Domestic Battery Cases

The City of Fernley and Lyon County, hereafter referred to as “the Parties,” hereby agree to additional services under this MOU as follows:

1. **USE OF COURT FACILITIES:** The County shall be allowed to utilize the City of Fernley Courtroom/Council chambers (“City’s Courtroom”) to hold all Domestic Violence Jury Trials.
 - a. The City shall provide:
 - i. Use of City’s Courtroom on the first and third Thursdays and Fridays of the Month, as well as any 5th Thursday and Friday of the month.
 1. Access will be granted during regular business hours
 2. Set up for jury trials including attorney’s tables and podium
 3. Access and use of recording technology
 - ii. The City shall maintain the City’s Courtroom including:
 1. Cleaning the facility on a reasonable basis
 2. Paying any related County taxes on the building
 3. Recording technology
 - a. type of which will be at the City’s discretion

4. The City shall at the City's sole cost and expense, keep the City's Courtroom and every part thereof in good condition and repair, including, but not limited to the roof, foundation and structural elements of the City's Courtroom, the HVAC system, the main equipment and systems providing services to the City's Courtroom including without limitation, mechanical, electrical, plumbing systems, and the fire alarm systems.

b. In exchange, the County will agree to:

i. Lyon County Sheriff will continue to cite all cases that arise under NRS 200.485 Domestic Battery into the Canal Township Justice Court and not the Fernley Municipal Court.

ii. The County shall handle all matters that would require the tasks of a jury coordinator related to Domestic Battery cases.

2. **COMPENSATION/INDEMNITY:** The City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment, or by reasons of the performance of any of the services provided for herein. The County shall not be liable for compensation or indemnity to any City employee for injury or sickness arising out of his/her employment, or by reasons of the performance of any of the services provided for herein.

3. **TERMINATION:** NOTWITHSTANDING the provisions of this paragraph hereinbefore set forth, either party may terminate this Agreement upon notice in writing to the other party of not less than 90 days' notice, specifying the date of

termination. Upon termination, all cases will remain with their originating court/prosecuting agency.

4. **RENEWAL:** This agreement will automatically renew every calendar year unless 90 days' notice is given as pursuant to the Termination section as noted in section 3 above.
5. **INTEGRATION.** This Agreement embodies the entire understanding between the parties. There are no terms, covenants or conditions, express or implied, other than those set forth herein. This Agreement supersedes all earlier negotiations, understandings and Agreements between the parties and represents the sole intentions of the parties.
6. **PREVIOUS AGREEMENT BETWEEN CITY AND COUNTY.** With respect to the matters addressed herein (including the recitals), this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties.
7. **MODIFICATION.** This Agreement may be modified at any time by mutual written consent of the parties.
8. **INDEMNIFICATION FOR THIRD PARTY LIABILITY.** The City agrees to defend, indemnify and hold harmless the County and the County's officers, directors, members, managers, employees, and/or agents from and against all losses, damages, liabilities, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder, arising out of or resulting from any third party claim, suit, action or proceeding based on (i) the third party's use of

the City's Courtroom during Domestic Violence Jury Trials; or (ii) damage to property of unaffiliated third parties, injury to or death of any such person, arising out of or resulting from the performance of any services provided for in this Agreement.

THIS Agreement approved and accepted by the Board of Lyon County Commissioners, this _____ day of _____, 20_____.

BOARD OF LYON
COUNTY COMMISSIONERS

CHAIRMAN

Attest:

County Clerk

THIS Agreement approved and accepted by the City of Fernley City Council, this _____ day of _____, 20_____.

CITY OF FERNLEY

MAYOR

Attest:

City Clerk

THIS Agreement approved and accepted by the Lyon County Sheriff, this _____ day of _____, 20_____.

Sheriff

THIS Agreement approved and accepted by the Lyon County District Attorney, this _____ day of _____, 20_____.

Lyon County District Attorney

THIS Agreement approved and accepted by Lori Matheus, serving as both the Canal Township Justice Court Justice of the Peace and Senior Judge serving as the City of Fernley Municipal Court Judge, this _____ day of _____, 20_____.

Judge

THIS Agreement approved and accepted by the Fernley City Attorney, this _____ day of _____, 20_____.

City Attorney