

City of Carson City Agenda Report

Date Submitted: May 2, 2014

Agenda Date Requested: May 15, 2014

Time Requested: 15 Minutes

To: Mayor and Supervisors

From: Marena Works, Interim City Manager
Max Cortes, Court Administrator
Tad N. Fletcher, Chief of Alternative Sentencing

Subject Title: For possible action: Action to approve the Agreement between the First Judicial District Court, Carson City Justice and Municipal Court, Carson City and the Department of Alternative Sentencing (DAS) retroactive to July 1, 2013.

Staff Summary: Pursuant to the Carson City Municipal Code Section 2.38, the Chief of the Department of Alternative Sentencing is appointed by the Board of Supervisors. The Department of Alternative Sentencing works very closely with the Courts in that they supervise and monitor court ordered defendants and litigants. The Chief has also been responsible for coordinating security coverage for the Courthouse and Juvenile Court in addition to other duties listed in the Agreement and in City Code.

Since March 15, 2007, the City, Chief of Alternative Sentencing, the First Judicial District Court and the Carson City Justice and Municipal Court been guided by an agreement in this regard. The former agreement expired on June 30, 2013. The instant Agreement was postponed due to the retirement of Chief Rory Planeta and the hiring of the new Chief Tad N. Fletcher and the recent decisions by the Nevada Supreme Court and the Employment Management Relations Board relating to separation of powers and court employees lacking collective bargaining rights. Also, SB 208 of the 77th session revised the definition of "police officer" to include the courts' marshals or bailiffs, but not DAS employees, for purposes of certain provisions relating to occupational diseases. *See* NRS 617.455, 617.457 and 617.135(16), effective October 1, 2013.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve the Agreement between the First Judicial District Court, Carson City Justice and Municipal Court, Carson City and the Department of Alternative Sentencing retroactive to July 1, 2013.

Explanation for Recommended Board Action: The Agreement provides clarification as to the direct supervision of the Department of Alternative Sentencing, duties of the Chief and of the department. The Agreement further outlines and recognizes the cooperation between the Courts and DAS.

Applicable Statute, Code, Policy, Rule or Regulation: Carson City Municipal Code (CCMC) 2.38.040 and 2.38.050.

Fiscal Impact: None

Explanation of Impact: N/A

Funding Source: N/A

Alternatives: Do not approve.

Supporting Material: Agreement between the First Judicial District Court, Carson City Justice and Municipal Court, Carson City and the Department of Alternative Sentencing.

Prepared By: Max Cortes, Court Administrator

Reviewed By:

Max Cortes
(City Manager)
Andy Johnson
(District Attorney)
Mark A. Smith
(Finance Director)

Date: 5/6/14
Date: 5/6/14
Date: 5/6/14

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

AGREEMENT

FIRST JUDICIAL DISTRICT COURT

JUSTICE AND MUNICIPAL COURT

CITY OF CARSON

AND THE

DEPARTMENT OF ALTERNATIVE SENTENCING

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AGREEMENT

2 This Agreement is entered into by and between the First Judicial District Court,
3 Justice and Municipal Court hereinafter referred to as "Court's", and The City of Carson
4 hereinafter referred to as "City" and the Department of Alternative Sentencing
5 hereinafter referred to as "DAS".

PREAMBLE

7 WHEREAS, The Court's, City, and DAS provide public services essential to the
8 health, safety and welfare of the residents of Carson City; and

9 WHEREAS, the parties to this Agreement recognize their responsibility to
10 provide such services; and

11 WHEREAS, it is the duty of the Court's to administer justice in a fair and
12 impartial manner following the Nevada Revised Statutes and Municipal Code that
13 govern each jurisdiction and it is the duty of the City to provide public safety and it is the
14 duty of DAS to provide supervision of probationers and monitor compliance with all
15 court ordered terms and conditions; and

16 WHEREAS, the parties have reached certain understandings which they desire
17 to confirm in this Agreement;

18 | It is hereby agreed as follows:

19 | 1.1 RECOGNITIONS

20 The Court's and DAS recognize the Chief of DAS as an appointed position by
21 the Carson City Board of Supervisors (Board) and as an employee of the City. The
22 Court's and DAS further recognize that the employees working for DAS are employees
23 of the City with the exception of five employees who are assigned to the Court's as full-
24 time marshals and bailiffs.

25 The Court's, DAS, and City recognize that these five employees serving as
26 marshals and bailiffs are not eligible to collective bargaining rights as determined by the
27 Local Government Employee-Management Relations Board. The Court's, DAS, and
28 City recognize that this Agreement does not, and is not intended to, affect the classified

1 employment status or any other benefit the five employees may be entitled to, and
2 further agree, that when court is not in session, the marshals and bailiffs may perform
3 work as Alternative Sentencing Officers and have been deputized under oath to enforce
4 the Courts' orders. At all times, including while assisting the DAS, these five
5 employees shall remain full-time marshals and bailiffs and the Courts' employees.
6 When assisting DAS, the five employees must follow all department policies and
7 procedures and directives of the Chief and Assistant Chief of DAS. At all times, the
8 DAS employees shall remain City employees.

9 1.2 COOPERATION

10 This is a mutually cooperative agreement between the Court's, City, and DAS to
11 work together to achieve the goal of protecting residents of Carson City by the City
12 providing public safety, the Courts' administering justice in accordance to the law and
13 DAS supervising and monitoring court ordered defendants, probationers and litigants.

14 The parties acknowledge that as separate branches of government their
15 cooperation must be mindful of Constitutional limitations. The relationship of the Chief
16 of DAS to the Court's shall be analogous to an independent contractor. The Court's,
17 City, and DAS agree that the Chief of DAS will work with the Court's designee on daily
18 operations to achieve the Court's goals, but ultimate management and discipline of the
19 Chief shall be reserved to the City. Any material employment or performance issues
20 will be handled by and through the Human Resources department of the City with input
21 from the Court's. The Court's, City, and DAS agree that the Chief of DAS in addition to
22 his regular duties will supervise and coordinate security personnel for the Court's.

23 1.3 DUTIES OF CHIEF

24 The Chief of DAS agrees to perform the following duties:

25 1. Hire assistant alternative sentencing officers and other employees as necessary
26 to carry out the responsibilities of the DAS within the limitations of appropriations to the
27 DAS by the Board.

28 2. Direct the work of all assistants and employees.

1 3. Be responsible for the fiscal affairs of the DAS.

2 4. Be responsible for the completion of any report regarding an investigation or the

3 supervision of a probationer and any report requested by the Court's or the Board.

4 5. After reviewing and considering recognized correctional programs and courses

5 for training correctional staff, develop and provide to assistants and other employees

6 training in methods and policies regarding the investigation and supervision of

7 probationers, the recordkeeping of the DAS and the reporting on matters relating to

8 probationers.

9 6. Submit a written report, on or before January 31 of each year, to the Board and

10 to each court having jurisdiction over a probationer under his supervision, setting forth

11 in detail the activities of the DAS during the previous calendar year. The report must

12 include statistical data concerning the DAS's activities and operations and the

13 probationers who were under the supervision of the DAS during that period.

14 7. Advise the Courts of any probationer who has violated the terms or conditions of

15 his or her sentence, residential confinement, bail conditions, or pre-trial supervision.

16 8. Supervise and train Court Security personnel to ensure that procedures and

17 protocol are established for the safety of the public, employees, and judicial officers.

18 9. Coordinate security coverage for the Carson City Courthouse and the Juvenile

19 Court.

20 10. Chair the Courthouse Security Committee and coordinate training for court

21 employees.

22 11. Implement standard accounting practices to ensure that procedures and

23 protocol are established for any and all revenue collected.

24 1.4 DUTIES OF THE DAS

25 The DAS agrees to perform the duties provided herein in addition to the statutory

26 requirements pursuant to Chapter 211A of the Nevada Revised Statutes and additional

27 duties as required by the Board:

28 1. Supervise a probationer, who has a condition of a suspended sentence or a

1 sentence to residential confinement;

2 2. Supervise persons ordered by the Court's to a monitored sentence, bail
3 conditions and/or pre-trial supervision.

4 3. At the time a probationer is released under the supervision of the DAS:

5 a) Provide the probationer with a written statement describing the terms or conditions of
6 the suspended sentence or residential confinement imposed by the Court's; and
7 b) Explain the terms and conditions to the probationer.

8 4. Be knowledgeable about the conduct and activities of each probationer under
9 the supervision of the DAS.

10 5. Use all reasonable methods to assist a probationer under the supervision of
11 the DAS to improve his or her conduct and comply with the terms or conditions of his or
12 her suspended sentence or residential confinement.

13 6. Collect and disburse any money in accordance with Nevada Revised Statute
14 211A or money received by persons supervised by the DAS to comply with specific and
15 applicable conditions of their sentence and make a written record of any money so
16 collected or disbursed.

17 7. Cooperate with and assist any agency of law enforcement and any agency
18 providing social services as requested by the Court's, or as necessary to fulfill the
19 duties of the DAS.

20 8. Collect urine samples and utilize other methods to determine if a probationer
21 is under the influence of a controlled substance and/or alcohol. Provide the results to
22 the Court's in a timely manner.

23 9. Provide Pre-trial Arraignment Screening.

24 10. Conduct intake, bail, own recognizance and exit interviews.

25 11. Cooperate and assist any agency of law enforcement and any agency
26 providing social services as required by the Court's or as necessary to fulfill the duties
27 of the DAS.

28 12. Coordinate the Community Service and Graffiti Abatement Program.

1 13. Provide Courthouse and Juvenile Court security and screening of the public.
2 14. Assist with training of all courthouse employees.
3 15. Provide individual security for judges and the courtrooms.
4 16. Perform drug or alcohol testing as directed and ordered by the Court's.

5 This Agreement shall be retroactive to July 1, 2013 and remain in effect until a party
6 hereto dissolves it by providing the other parties hereto with a (90) day notice of
7 dissolution.

8 We, the undersigned, as authorized representatives of Court, City, and DAS, do
9 hereby approve and enter into this Agreement.

10 CITY OF CARSON

11 FIRST JUDICIAL DISTRICT COURT

12 By: _____
13 Robert Crowell, Mayor

14 By: _____
15 Honorable James T. Russell

16 Date: _____

17 Date: _____
18 May 2, 2014

19 JUSTICE AND MUNICIPAL COURT

20 FIRST JUDICIAL DISTRICT COURT

21 By: _____
22 Honorable John Tatro

23 By: _____
24 Honorable James E. Wilson, Jr.

25 Date: _____

26 Date: _____
27 May 5, 2014

28 JUSTICE AND MUNICIPAL COURT

29 DEPARTMENT OF ALTERNATIVE
30 SENTENCING

31 By: _____
32 Honorable Thomas R. Armstrong

33 By: _____
34 Tad N. Fletcher, Chief
35 Department of Alternative Sentencing

36 Date: _____

37 Date: _____

38 APPROVED AS TO LEGAL FORM:

39 Neil Rombardo, District Attorney

40 By: _____

41 Date: _____
42 5/6/14