

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 4th day of October 2021 by and between the City of North Las Vegas, a Nevada municipal corporation ("City"), and the North Las Vegas Police Officers Association, a local government employee organization ("Union"), (each a "Party" and collectively, the "Parties").

RECITALS

A. WHEREAS pursuant to NRS Chapter 288, the City and the Union entered into two collective bargaining agreements entitled "2020-2021 Agreement Between the City of North Las Vegas, Nevada and the North Las Vegas Police Officers Association" and "2021-2024 Agreement Between the City of North Las Vegas, Nevada and the North Las Vegas Police Officers Association" including without limitation, all agreements, contracts, amendments and memoranda of understanding related thereto ("CBAs");

B. WHEREAS on June 17, 2021, United States President Joe Biden signed legislation making Juneteenth a federal holiday, enshrining June 19 as the national day to commemorate the end of slavery in the United States; and

C. WHEREAS on June 17, 2021, Nevada Governor Steve Sisolak issued a proclamation naming June 19, 2021, as Juneteenth National Freedom day; and

D. WHEREAS the Parties desire to enter into this MOU to amend the CBAs to include June 19 (Juneteenth) as a holiday as defined in Article 19 (Leave Time), Section 1 (Holidays).

AGREEMENT

In consideration of the mutual covenants and agreements of the Parties to this MOU, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree and amend the CBAs as follows:

1. Term. The terms and conditions of this MOU shall be effective as of June 19, 2021 (Effective Date), and shall remain in effect through June 19, 2024.

2. Juneteenth Holiday. Article 19, Section 1 shall be amended to add the following language after "Last Monday in May (Memorial Day)" and before "July 4 (Independence Day)":

~~June 19 (Juneteenth)~~ **Third Monday in June (Juneteenth)**

3. Reaffirmation. The Parties reaffirm the CBAs and all amendments thereto, which are incorporated herein by reference, and shall continue in full force and effect, to the extent that the terms and conditions do not conflict with this MOU.

4. Entire Agreement. All prior or contemporaneous understandings or agreements between the Parties regarding the subject matter of this MOU are merged into this MOU, and this MOU, along with the documents referenced herein, expresses the entire agreement between the Parties regarding such matter.

5. Modification. This MOU may be modified only in writing, signed by all the Parties, and no term or provision may be waived except by such writing. There are no other agreements or representations, express or implied, either oral or in writing, regarding the subject matter of this MOU between the Parties, except as specifically set forth in this Agreement.

6. Representation by Counsel. The Parties acknowledge and agree that they have been represented by counsel in connection with the preparation, negotiation, and execution of this MOU.

7. Joint Drafters. This MOU was drafted through the joint efforts of the Parties through their respective counsel. Accordingly, no rule of construction against the drafting Party shall be implemented; instead, this MOU shall be interpreted in accordance with the fair meaning of its terms. This MOU is intended to be enforced according to its written terms exclusively under the laws of the State of Nevada.

8. Exclusive Remedy. The grievance and arbitration procedures set forth in the CBAs shall be the sole and exclusive remedy for any dispute arising out of this MOU.

9. Third Parties. This MOU shall be binding upon and inure to the benefit of the Parties, and each of them, their successors, assigns, personal representatives, agents, employees, directors, officers and servants.

10. Signatures and Counterparts. This MOU may be executed in any number of counterparts and each counterpart executed by any of the undersigned together with all other counterparts so executed shall constitute a single instrument and agreement of the undersigned. Signatures to this MOU may be transmitted via facsimile or in portable document format via electronic mail. The Parties shall take such actions and execute, acknowledge, and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this MOU.

11. Survivability. Wherever possible, each term, covenant and condition of this MOU shall be interpreted in such manner as to be valid under applicable law, but if any provision shall be invalid, such provision shall be ineffective but shall not invalidate the remainder of the terms, covenants, or conditions of this MOU.

IN WITNESS WHEREOF, the Parties have executed this MOU on the date written above.

CITY OF NORTH LAS VEGAS

By: 
John Lee, Mayor

Attest:

By: 
Jackie Rodgers, Acting City Clerk

Approved as to Form:

By: Micaela Moore
Micaela Moore, Esq., City Attorney

NORTH LAS VEGAS POLICE OFFICERS ASSOCIATION

By: Loran McAlister
Loran McAlister, President
North Las Vegas Police Officers Association