

**COOPERATIVE INTERLOCAL AGREEMENT FOR JURY ADMINISTRATION
SERVICES BETWEEN WHITE PINE COUNTY AND THE CITY OF ELY**

THIS AGREEMENT, made and entered into this _____ day of _____, 2022 by and between the City of Ely, a municipal corporation of the State of Nevada (hereinafter referred to as "CITY"), and County of White Pine, a political subdivision of the State of Nevada (hereinafter referred to as "COUNTY"), pursuant to the provisions of the Nevada Revised Statutes (NRS) 277.045 and/or 277.180.

WITNESSETH

WHEREAS, the Municipal Court of the CITY is required to conduct jury trials pursuant to NRS 5.050(5), which requires the administration of the Municipal Court's jury process;

WHEREAS, CITY is reliant upon the COUNTY'S Jury Commissioner (County Clerk or Deputy County Clerk) to perform prescribed jury administration duties pursuant to Chapter 6 of the Nevada Revised Statutes, including, but not limited to NRS 6.045, 6.090, and NRS 246.060;

WHEREAS, limited access and restricted shared use of an electronic (computerized) jury administration system resource that is maintained by COUNTY is economically beneficial and efficient for both CITY and COUNTY; and, based upon the terms and conditions set forth below, is in the best interest of both CITY and COUNTY residents for Municipal Court jury trials;

WHEREAS, NRS 277.180 provides for the cooperative sharing of resources between governmental entities performing any government service; and,

NOW, THEREFORE, in consideration of the mutual provisions, covenants, terms and conditions set forth, the parties hereto agree as follows:

**ARTICLE I
PURPOSE**

The parties enter into this Cooperative AGREEMENT for the CITY'S limited access and restricted use of the COUNTY Jury Commissioner's electronic (computerized) jury administration system for the selection, notification and managing of qualified jurors for the CITY'S Municipal Court jury trials.

"Limited Access and Restricted Use" is defined as the requisite access and use necessary for the MUNICIPAL COURT CLERK to properly use the COUNTY Jury Commissioner's electronic jury administration system and perform his/her obligations hereunder in conducting CITY's Municipal Court jury trials.

COUNTY designates its Jury Commissioner (County Clerk or Deputy County Clerk), hereinafter referred to as JURY COMMISSIONER, and CITY designates its Municipal

Court Clerk, hereinafter referred to as MUNICIPAL COURT CLERK, as their respective agents, to administer this AGREEMENT, and to be responsible for the performance of their respective obligations set forth herein.

Any notice required of one party hereto to another shall be made in writing to the agent for the other party and hand delivered, or sent via United States Mail, postage prepaid, addressed to:

COUNTY: White Pine County Clerk, 1786 Great Basin Blvd., Suite 3, Ely, NV 89301
CITY: City Clerk, City of Ely, 501 Mill Street, Ely, NV 89301

Changes in the respective addresses to which such notices shall be directed may be made from time to time by either Party. Notice of any such change in address shall be timely directed to the other Party in writing by hand delivery or certified mail, return receipt requested.

ARTICLE II **OBLIGATION OF COUNTY**

The parties understand and recognize that the MUNICIPAL COURT CLERK will periodically be directed by the Municipal Court Judge(s) to summon qualified residents of the County of White Pine for jury service during Municipal Court trials. Those directives will require the limited access and restricted use of the JURY COMMISSIONER'S electronic (computerized) jury administration system for the purpose of selecting, summoning and managing jury panels and jurors for those trials.

The JURY COMMISSIONER shall be responsible for using their best efforts for the performance of all acts and functions necessary to maintain an accurate, up-to-date, electronic (computerized) data base, listing the contact information and juror questionnaire responses of all known, qualified jurors residing in White Pine County, Nevada; and, providing the MUNICIPAL COURT CLERK (and the MUNICIPAL COURT CLERK staff) with limited access and restricted use of the jury administration system.

Before access and use of the JURY COMMISSIONER'S electronic (computerized) jury administration system is permitted, and at the CITY'S sole expense, the JURY COMMISSIONER shall require the MUNICIPAL COURT CLERK (and the MUNICIPAL COURT CLERK staff) to receive the requisite, initial training (and periodic follow-up training) on how to access and use the system and its data base on a restricted, limited basis for jury trials. At the discretion of the JURY COMMISSIONER, any and/or all training may be conducted by a third party (such as the jury administration software provider), the JURY COMMISSIONER or the JURY COMMISSIONER'S staff.

The COUNTY shall be responsible for billing and collecting reimbursement payment(s) from the CITY for any training, past-due, current or future jury administration services costs/expenses/charges that are attributable to the MUNICIPAL COURT CLERK'S (including the MUNICIPAL COURT CLERK'S staff) use of the jury administration system.

Such as, without limitation, the payment(s) made by the COUNTY for the MUNICIPAL COURT CLERK'S past, present or future use of the Pioneer Technology jury administration software or successor software.

ARTICLE III **OBLIGATIONS OF CITY**

The MUNICIPAL COURT CLERK shall be responsible for coordinating any and/or all required jury administration system training with the JURY COMMISSIONER and prompt reimbursement payment(s) to COUNTY for the training and/or other, past-due, current or future, jury administration services costs/expenses/charges that are attributable to the MUNICIPAL COURT CLERK'S training and/or support for the use of the jury administration system.

The MUNICIPAL COURT CLERK shall take all necessary precautions and safeguards to prevent unauthorized use of the jury administration system, including, without limitation, its software and data base.

The MUNICIPAL COURT CLERK shall ensure the jury administration system, including, without limitation, the software and data base, is not altered, corrupted, tampered; and, only used by the MUNICIPAL COURT CLERK (and the MUNICIPAL COURT CLERK staff) by authorized users, in a secure manner and only for its intended purpose of jury administration.

The MUNICIPAL COURT CLERK (and the MUNICIPAL COURT CLERK staff) shall follow the jury administration system training manual, guidelines, policies and procedures and abide by the terms and conditions of the MUNICIPAL COURT CLERK'S restricted, limited access and use; as well as any safeguards, restrictions and/or other terms and conditions of use contained in any existing agreement between COUNTY and a third party that the MUNICIPAL COURT CLERK has been notified of (such as the jury administration system software provider).

At the CITY'S sole expense, CITY shall provide the necessary electronic hardware for the MUNICIPAL COURT CLERK (and the MUNICIPAL COURT CLERK staff) to safely and securely access, operate and manage the jury administration system under the terms and conditions of their restricted, limited access and use. Including, without limitation, desktop Central Processing Units (computers), laptop computers, tablets, and bar code scanners.

The MUNICIPAL COURT CLERK shall immediately and expressly notify the JURY COMMISSIONER in a detailed writing, if and when the MUNICIPAL COURT CLERK becomes aware of any known errors, issues, or problems with the jury administration system, including, without limitation, its software or data base. A detailed email listing the known errors, omissions, issues, or other problems is an acceptable form of written notification under this Article and for this purpose only.

ARTICLE IV
REIMBURSEMENT TO COUNTY

CITY shall reimburse COUNTY for any costs/expenses incurred by COUNTY attributable solely to the MUNICIPAL COURT CLERK'S (including the MUNICIPAL COURT CLERK'S staff) jury administration system support and/or training.

CITY shall reimburse COUNTY for any damage, corruption, loss of data or other harm done to the jury administration system, including, without limitation, all of COUNTY'S repair, recovery or replacement related costs/expenses, which are incurred as a result of the MUNICIPAL COURT CLERK'S (or the MUNICIPAL COURT CLERK staff's) negligence or intentional conduct, including, without limitation, the jury administration system software and/or data base(s).

The CITY shall be responsible for prompt reimbursement payment(s) of any payment(s) made by the COUNTY for any past-due, current or future jury administration services costs/expenses/charges that are attributable to the MUNICIPAL COURT CLERK'S (including the MUNICIPAL COURT CLERK'S staff) training and/or support for the use of the jury administration system. Such as, without limitation, the payment(s) made by the COUNTY for the MUNICIPAL COURT CLERK'S past, present or future use of the Pioneer Technology jury administration software or successor software.

Payment by CITY to COUNTY shall be made in full, by check, payable and mailed to White Pine County Treasurer within thirty (30) days from presentation by COUNTY of a written invoice/bill for the COUNTY'S costs/expenses incurred under this article or this AGREEMENT.

ARTICLE V
TERM OF AGREEMENT

The term of this AGREEMENT shall be from the day and year first written above, and will continue until either party expressly notifies the other in writing ninety (90) days prior to termination of this AGREEMENT.

ARTICLE VI
TERMINATION

Upon termination of this agreement by the CITY or COUNTY, CITY and COUNTY shall each be solely and separately responsible for obtaining and administering their own separate jury administration system(s) at their own, separate cost/expense. Upon termination, neither CITY or COUNTY will be obligated to assist the other with their separate jury administration system other than the JURY COMMISSIONER will provide the MUNICIPAL COURT CLERK with a physical or electronic list of qualified jurors residing in White Pine County on an annual basis, by no later than March 1 of every year.

ARTICLE VII
GENERAL PROVISIONS

This AGREEMENT shall be considered under and in accordance with the laws of the State of Nevada, and all obligations of the parties created hereunder are performable in White Pine County, Nevada. In case any one or more of the provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality of unenforceability shall not affect any other provision thereof, and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. No amendment, modification or alteration of the term herein shall be binding unless made in writing and duly executed by both parties and approved by the respective governing boards pursuant to NRS Chapter 241.

ARTICLE VIII
INDEMNIFICATION

In the event that a liability claim arising out of the duties described in this AGREEMENT is imminent, asserted or filed against either the CITY or COUNTY by a third party, there shall be an initial meeting between the JURY COMMISSIONER and the MUNICIPAL COURT CLERK to confidentially discuss how to address the claim. In the event that a law suit is in fact filed by a third party against the CITY and/or COUNTY, there shall be a meeting between the JURY COMMISSIONER, MUNICIPAL COURT CLERK, the White Pine County District Attorney and the Ely City Attorney to confidentially discuss how best to defend the lawsuit. Within the limitations of Chapter 41 of the Nevada Revised Statutes, the CITY and COUNTY agree to hold harmless, indemnify and defend each other, their respective officers, agents, employees, and volunteers from any loss or liability resulting from any claim, suit, or action caused by any act, either direct or passive, an omission, failure to act, or negligence, on the part of either party, its employees, agents, representatives, arising out of performance of work under this AGREEMENT.

ARTICLE IX
PERSONNEL

COUNTY shall act as an independent contractor. COUNTY is associated with the CITY only for the purposes of and to the extent specified in this AGREEMENT, and with respect to performance of the contracted services pursuant to this AGREEMENT. COUNTY, as an independent contractor and, subject only to the terms of this AGREEMENT, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its general duties under this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, or create a new public agency, to create relationships of an employer-employee or principal-agent, or to otherwise create **any** liability for COUNTY whatsoever with respect to the indebtedness, liabilities, and obligations of CITY or any other party. COUNTY shall be solely responsible for COUNTY employees, and CITY shall have no obligation with respect to: (1) withholding of income taxes, FICA or

any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the COUNTY; (4) participation or contributions by COUNTY to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; (6) unemployment compensation coverage provided by the COUNTY; or (7) any other obligations not contained within this AGREEMENT. Neither COUNTY, nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the CITY. COUNTY and CITY shall evaluate the nature of services and terms negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the AGREEMENT to ensure that the independent contractor relationship remains as such.

ARTICLE X
STATUTORY DUTIES OF JURY COMMISSIONER AND MUNICIPAL COURT CLERK

Nothing in this AGREEMENT shall be construed as a delegation of duties prescribed by law to the JURY COMMISSIONER or MUNICIPAL COURT CLERK to the governing board of either political subdivision of the COUNTY or CITY. Nor shall this AGREEMENT be construed as a delegation of legal duties by the JURY COMMISSIONER to the MUNICIPAL COURT CLERK or the MUNICIPAL COURT CLERK to the JURY COMMISSIONER.

ARTICLE XI
SCOPE OF AGREEMENT

This contract is solely between the CITY and COUNTY and governs only the obligations and relationships herein described for the CITY'S limited access and restricted use of the COUNTY Jury Commissioner's electronic jury administration system for the CITY'S Municipal Court jury trials. Performance of respective obligations of each party under this AGREEMENT shall be rendered solely to the other party. The provisions of this AGREEMENT are intended solely for the benefit of the parties to and executing this AGREEMENT, and nothing in this AGREEMENT shall in any manner create, or be construed to create any obligation to or establish any rights against any party to this AGREEMENT in favor of any third parties or other person not parties to and executing this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day, month and year first written above.

[Signature Page(s) Following]

Date

White Pine County Commission Chairman

Date

White Pine County Clerk

Date

Mayor of the City of Ely

Date

City of Ely City Clerk