

2017-26

INTERLOCAL AGREEMENT
FOR USE OF KEITH COUNTY FACILITIES
FOR PURPOSES OF ARTHUR COUNTY
CLERK OF THE DISTRICT COURT

THIS INTERLOCAL AGREEMENT is made and entered into as of July 1, 2017, by and between Keith County, Nebraska, a political subdivision of the State of Nebraska ("Keith County"), and Arthur County, a political subdivision of the State of Nebraska ("Arthur County").

WITNESSETH:

WHEREAS, this agreement is made and entered into pursuant to the Nebraska Interlocal Cooperation Agreement Act, NEB. REV. STAT. §§ 13-801 et seq.; and

WHEREAS, the Board of Commissioners of Keith County and the Board of Commissioners of Arthur County have determined that contracting for Arthur County's use of Keith County facilities for purposes of Arthur County Clerk of the District Court functions would be in the best interest of the citizens of each County, and desire to enter into a contract for such services;

NOW, THEREFORE, in consideration of the payments to be made and equipment and services to be provided, the parties agree to the following terms and conditions:

1. The purpose of this Agreement is for Arthur County to contract with Keith County to ensure that necessary Arthur County Clerk of the District Court services can be performed using Keith County facilities, as an alternative to providing its own Clerk of the District Court services in Arthur County.

2. This agreement shall be for a term of one year, beginning on July 1, 2017, and ending on June 30, 2018. This Agreement may be renewed on the same or different terms as may be negotiated prior to its expiration by the governing Boards of each party. This Agreement may be terminated by either party upon 90 days written notice served upon the other party. All notices, including but not limited to notice of termination, shall be served in writing upon the County Clerk of the party to be served.

3. Keith County agrees to provide facilities and services as set forth on Exhibit A attached hereto. In consideration for the services rendered, Arthur County shall pay an annual fee of \$500.00, payable at the commencement of the initial term, and payable at the commencement of each renewal term. Each such payment shall be made to the Keith County Treasurer, who shall act as the fiscal agent for this fund. Arthur County shall be

responsible for the cost of office supplies, court-appointed attorney fees, jury trial expense, postage and all other expenses attributable to Arthur County District Court cases.

4. This Agreement shall be executed in two counterparts, and each counterpart shall constitute an original in every respect.

5. This agreement shall be binding upon the parties hereto as of the date of its execution by all of the parties hereto.

COUNTY OF KEITH,

COUNTY OF ARTHUR,

By: [Signature]
Chairman

By: [Signature]
Chairman

By: C. W. Battell
Commissioner

By: Ronald J. Jock
Commissioner

By: K. H. Edd
Commissioner

By: Mick Phillips
Commissioner

By: [Signature]
Commissioner

By: _____
Commissioner

ATTEST:

ATTEST:

[Signature]
Keith County Clerk

[Signature]
Arthur County Clerk

Form and Content Approved By:

Form and Content Approved By:

[Signature]
Keith County CDC

[Signature]
Arthur County CDC

[Signature]
Keith County Attorney

[Signature]
Arthur County Attorney

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COUNTY OF KEITH,

COUNTY OF ARTHUR,

By: _____
Chairman

By: Mark [Signature]
Chairman

By: _____
Commissioner

By: Ronald Japel
Commissioner

By: _____
Commissioner

By: Mick Phillips
Commissioner

By: _____
Commissioner

By: _____
Commissioner

ATTEST:

ATTEST:

Keith County Clerk

Bekky Swanson
Arthur County Clerk

Form and Content Approved By:

Form and Content Approved By:

Keith County CDC

Bekky Swanson
Arthur County CDC

[Signature]
Keith County Attorney

Richard H. Roberts
Arthur County Attorney

Exhibit "A"

Telephone service
Dues/Subscriptions/Registrations
Professional fees
Travel
Scanner/software
Copier
Toner for copier
Jury pooling
Jury Postage
Empaneling a Jury
Toner for justice printer
Use of fax/toner for fax
Use of Courtroom and equipment
Office use
Electronic files software/storage on server
Training
Mental Health training