

2018-54

ARTHUR COUNTY, NEBRASKA  
Resolution 2018-~~04~~  
Authorization For an Interlocal Agreement With Keith County

WHEREAS, the Board of Commissioners of Arthur County, Nebraska, has determined that it would be in the best interest of Arthur County and its residents for Arthur County to enter into an Interlocal Agreement with Keith County, Nebraska, which Interlocal Agreement would provide for Arthur County's use of Keith County facilities for purposes of Arthur County Clerk of the District Court functions; and

Whereas, the Board of Commissioners of Arthur County, Nebraska, has reviewed the proposed Interlocal Agreement and has determined that the terms and conditions of said Interlocal Agreement are agreeable to Arthur County;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Arthur County, Nebraska, that the Interlocal Agreement with Keith County, Nebraska, regarding Arthur County's use of Keith County facilities for purposes of Arthur County Clerk of the District Court functions is hereby approved and that the Board of Commissioners of Arthur County is hereby authorized to execute the Interlocal Agreement on behalf of Arthur County.

Adopted on August 15, 2018.

(SEAL)

ATTEST:

Becky Swanson  
County Clerk

Board of Commissioners of Arthur  
County, Nebraska

Renald Japsch  
Chairman

Mark Miller  
Commissioner

Louise [Signature]  
Commissioner

**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, 2018, 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, 2018, and shall continue for a period of 12 months. This agreement shall automatically renew for additional 12 month periods under the same terms and conditions of this agreement, unless different terms are negotiated prior to its expiration by the governing Boards of the parties. 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.

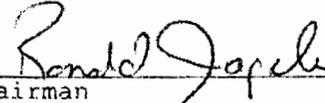
4. This Agreement shall be executed in two counterparts, and each counterpart shall constitute an original in every respect.

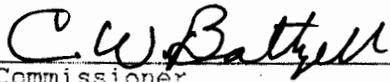
5. This agreement shall be binding upon the parties hereto as of the date of its execution by all of the parties hereto.

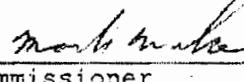
COUNTY OF KEITH,

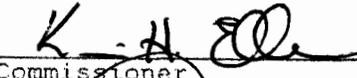
COUNTY OF ARTHUR,

By:   
Chairman

By:   
Chairman

By:   
Commissioner

By:   
Commissioner

By:   
Commissioner

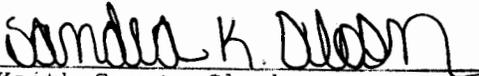
By: \_\_\_\_\_  
Commissioner

By:   
Commissioner

By:   
Commissioner

ATTEST:

ATTEST:

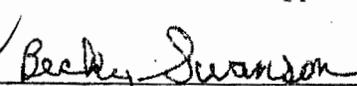
  
Keith County Clerk

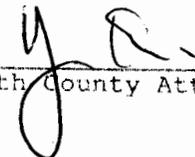
  
Arthur County Clerk

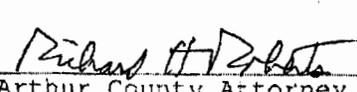
Form and Content Approved By:

Form and Content Approved By:

  
Keith County CDC

  
Arthur County CDC

  
Keith County Attorney

  
Arthur County Attorney