

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, herein after referred to as the “Agreement”, is made this _____ day of _____, 2026, by and between the County of Scotts Bluff, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as “Scotts Bluff County”, and the County of Kimball, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as “Kimball County”. Kimball County and Scotts Bluff County may be referred to individually as “Party” or collectively referred to as “Parties”.

WHEREAS, Kimball County provides and operates a public transportation service called Kimball County Transit Services, hereinafter referred to as “KCTS”, throughout the south western Nebraska panhandle and eastern Wyoming, including transport to Denver International Airport in Colorado.

WHEREAS, the public transportation services operated by KCTS serve and benefit residents of both Kimball County and Scotts Bluff County, with drop off and pickup locations inside both counties.

WHEREAS, Kimball County has need to secure parking space for a limited number of Kimball County owned vehicles used in connection with its KCTS public transportation services within Scotts Bluff County.

WHEREAS, the Parties recognize the benefit of the public transportation services provided by KCTS and desire to increase the efficacy of the service for the benefit of their residents by providing parking space inside of Scotts Bluff County for Kimball County vehicles used in connection with KCTS public transportation services.

WHEREAS, the purpose of this Agreement is to streamline and make more efficient the parking and movement between the two counties of vehicles owned by Kimball County and used in connection with KCTS public transportation services by providing for parking space within Scotts Bluff County for such vehicles.

WHEREAS, the Parties agree to enter into this Agreement pursuant to the terms of the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et. seq.* for the purpose of providing to Kimball County parking space inside of Scotts Bluff County as described above.

WHEREAS, each of the Parties herein have reviewed this Agreement and have authorized the chairman of their respective Board of Commissioners to execute this Agreement as appropriate.

NOW THEREFORE, in consideration for the mutual covenants, conditions and agreements contained herein, it is hereby mutually agreed by and between the Parties that:

1. Kimball County shall be allowed to occupy and utilize, and Scotts Bluff County shall make available to Kimball County space within the parking lot(s) described below in

Paragraph 2 sufficient to accommodate two (2) vehicles owned by Kimball County which are used in connection with Kimball County's KCTS public transportation services. This space for parking shall herein after be referred to as "Parking Space". Kimball County shall not occupy or use the provided Parking Space for any other purpose nor for any vehicles not owned by Kimball County and not used in connection with its KCTS public transportation services.

2. Scotts Bluff County shall make Parking Spaces available in the parking lot(s) owned and maintained by Scotts Bluff County and adjacent streets located at 755 Rundell Road, Gering, NE 69341. KCTS employees shall use parking spots in and around Scotts Bluff County Public Transit Facility on weekends and on either side of Rundell Road to the south of the transit facility during weekdays, hereinafter referred to as the "Parking Lot(s)".
3. Kimball County shall be allowed to occupy and utilize the Parking Space pursuant to this Agreement at all times during the calendar year and shall be provided with means by which to access and utilize the Parking Space within the Parking Lot(s) as needed during the calendar year.
4. Scotts Bluff County does not guarantee availability of any particular location, spot or area inside the Parking Lot(s) and reserves the right to determine, in its sole discretion, the Parking Space to be provided inside of the Parking Lot(s).
5. Kimball County shall only occupy and use the Parking Space within the Parking Lot(s) designated and made available by Scotts Bluff County and shall not occupy or use any other areas, locations or spots in the Parking Lot(s).
6. Kimball County shall maintain the Parking Space made available to it in the Parking Lot(s) in a clean and orderly manner, and at termination of this Agreement shall return all Parking Space to Scotts Bluff County in substantially the same condition as when provided, excepting normal wear and tear.
7. Kimball County shall provide to Scotts Bluff County a key to each of its vehicles kept in the Parking Lot(s) and allow Scotts Bluff County to use said keys for the sole purpose of accessing and moving Kimball County's vehicles in order to relocate the vehicles within the Parking Lot(s) as Scotts Bluff County may deem necessary. Scotts Bluff County shall not access or move any Kimball County vehicles for any other purpose or operate any vehicles owned by Kimball County outside of the Parking Lot(s).
8. Scotts Bluff County shall be responsible, at its own cost, for the routine maintenance, repair and upkeep of the Parking Lot(s), including snow removal to the extent such

maintenance, repair or upkeep is not caused by the negligent acts or omissions or willful misconduct of Kimball County, its officers, directors, employees, or agents. Scotts Bluff County shall also ensure reasonable means of ingress and egress to the Parking Lot(s).

9. Kimball County shall be responsible, at its sole cost, for the upkeep, maintenance and repair of the vehicles it keeps in the Parking Lot(s) to the extent such upkeep, maintenance and repair is not caused by the negligent acts or omissions or willful misconduct of Scotts Bluff County, its officers, directors, employees, or agents. Kimball County shall ensure each vehicle kept at the Parking Lot(s) is at all times legally registered, licensed and maintained in compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
10. Kimball County shall maintain all times during the term of this Agreement, at their own cost, a policy or policies of insurance which contains coverage for any of its vehicles kept in the Parking Lot(s), any Kimball County principals, employees or agents who enter or use the Parking Lot(s) or operate Kimball County vehicles in the Parking Lot(s), any KCTS or Kimball County activities or operation that occur in the Parking Lot(s) and any other contingency (including civil rights claims) that may arise in connection with performance under this Agreement in a nature and amount sufficient to, at a minimum, satisfy the total amounts recoverable by any person for any number of claims arising out of a single occurrence, and for all claims arising out of a single occurrence, respectively, as set forth under the Nebraska Political Subdivisions Tort Claims Act, and which is sufficient to comply with any other federal, state and local laws, rules, regulations and ordinances applicable to their performance under this Agreement.
11. Scotts Bluff County shall make available to Kimball County a reasonably secure location reasonably near the Parking Lot(s) in which to store the keys to Kimball County vehicles while kept at the Parking Lot(s) as well as a location with sufficient electrical supply or outlets with which to charge the battery of up to two tablets used in connection with Kimball County's vehicles. Kimball County shall be solely responsible for supplying the tablets and charging cables and equipment necessary to connect the tablets to the outlets and electricity for charging.
12. Neither Party shall acquire any ownership, leasehold, or easement interest in the real or personal property of the other Party as part of this Agreement.
13. The Parties acknowledge and recognize the mutual benefit of this Agreement and that said mutual benefit constitutes sufficient consideration for this Agreement. No additional or further consideration is due from either Party.

14. This Agreement shall take effect upon the date the Agreement has been approved by the governing body of each Party in accordance with applicable law and has been signed by a representative of each Party's respective governing body.
15. This Agreement shall be perpetual in duration, being in full force and effect until terminated by one of the Parties.
16. Either Party may terminate this Agreement at any time, with or without cause, upon ninety (90) days' written notice to the other Party and after approval is obtained from the terminating Party's governing body.
17. Upon termination of this Agreement, Kimball County shall immediately, or as soon as practicable thereafter, remove all vehicles and property from the Parking Lot(s) and Parking Space and return all keys, codes, or other means of access to the Parking Lot(s) to Scotts Bluff County. Upon termination of this Agreement, Scotts Bluff County shall immediately, or as soon as practicable thereafter, return all keys to Kimball County vehicles as well as all tablets or charging equipment for the tablets to Kimball County.
18. No separate legal or administrative entity is created by this Agreement. This Agreement shall be implemented by co-administrators. The Public Transit Manager for Scotts Bluff County, Curtis Richter, and the Transit Administrator for Kimball County, Christy Warner, shall be considered the co-administrators of this Agreement and shall be jointly responsible for administering this Agreement.
19. The governing body of each Party expressly reserves certain duties and powers under this Agreement. The co-administrators shall not have the authority to take these actions or exercise these powers without prior approval from their respective governing body. These actions, powers and duties include:
 - a. Approving additional parties or participants to this Agreement;
 - b. Termination of the Agreement;
 - c. Enforcement of the obligations under this Agreement;
 - d. Amending this Agreement;
 - e. Final action upon the allowance and payment of any claims or obligations against each county;
20. This Agreement will not result in the joint acquisition, holding or disposition of any real or personal property by the Parties.
21. This Agreement will not result in the levying, collecting or accounting for any taxes authorized under Neb. Rev. Stat. §§ 13-318 to 13-326 or 13-2813 to 13-2816.

22. To the extent permitted by law, both Parties agree to indemnify, defend and hold harmless the other Party and its principals, officers, employees and agents from any and all claims, liabilities, damages, judgments, costs, expenses (including attorney's fees and court costs), actions which are proximately caused by the negligent acts or omissions or willful misconduct of the indemnifying party or its principals, officers, employees or agents while performing under this Agreement.
23. Kimball County assumes all risk of damage, injury, theft or other loss of its vehicles and property while in the Parking Lot(s) and agrees that Scotts Bluff County shall not be responsible for any such damage, injury, theft or other loss of Kimball County vehicles or property in the Parking Lot(s) to the extent the same is not proximately caused by the negligent acts or omissions or willful misconduct of Scotts Bluff County or its directors, officers, employees, or agents.
24. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent such failure or delay is caused by events beyond such Party's reasonable control, including but not limited to acts of God, fire, flood, earthquake, tornado, other natural disasters, war, terrorism, civil disturbance, labor disputes or strikes, epidemics or pandemics, government orders or regulations, utility failures, or supply chain disruptions ("Force Majeure Event"). The party affected by a Force Majeure Event shall (a) promptly notify the other party in writing, (b) use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as practicable, and (c) provide the other party with regular updates regarding the status of performance.
25. The Parties acknowledge that both are political subdivisions of the State of Nebraska subject to the Political Subdivisions Tort Claims Act, Neb. Rev. Stat. § 13-901 et seq. Nothing in this Agreement shall be construed as a waiver, limitation, or modification of any immunity, defense, damage cap (including the limitations set forth in Neb. Rev. Stat. § 13-926), notice requirement (including Neb. Rev. Stat. § 13-919), procedural requirement, or other protection available to either Party under the Political Subdivisions Tort Claims Act, governmental immunity principles, or other applicable law. Any provision of this Agreement that purports to waive, limit, or modify such protections shall be void and unenforceable to the extent of such conflict.
26. This Agreement contains the entire Agreement of the Parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter or amend any of the terms hereof unless done so in writing signed by an authorized representative of the Parties.

27. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall be and constitute one in the same instrument. Execution and delivery of this Agreement by facsimile or electronic transmission (including PDF) shall have the same force and effect as delivery of an original signed document.

28. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below by their duly authorized representatives

DATED this _____ day of _____, 2026.

ATTEST:

COUNTY OF SCOTTS BLUFF, NEBRASKA,

County Clerk

Chair, Scotts Bluff County Commissioners

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DATED this _____ day of _____, 2026.

ATTEST:

COUNTY OF KIMBALL, NEBRASKA,

County Clerk

Chair, Kimball County Commissioners

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