INTERLOCAL COOPERATION AGREEMENT

This Agreement is made and entered into by and between the County of Scotts Bluff, Nebraska, a body corporate and politic, and the Scotts Bluff County Clerk of the District Court, hereinafter referred to collectively as "Scotts Bluff County," the County of Banner, Nebraska, a corporate and politic, hereinafter referred to "Banner County," and Darla Simpson, Scotts Bluff County Clerk of the District Court, hereinafter "Clerk of the District Court".

WITNESSETH:

WHEREAS Scotts Bluff County and Banner County desire to enter into this agreement to provide for the cooperative provision of services to all filings and recording of records in the Clerk of the District Court in Banner County; and,

WHEREAS, the Interlocal Cooperation Act, *Neb. Rev. Stat*. §§ 13-801 to 13-827, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner than will accord with the needs of the local communities; and,

WHEREAS the parties hereto find this agreement to be in the best interests of their respective counties; and,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE**. The purpose of this cooperative agreement shall be to permit the Scotts Bluff County Clerk of the District Court to also serve as the Deputy Clerk of the District Court in and for Banner County, Nebraska. There exists a vacancy in the official position of Banner County Clerk of the District Court and this agreement is entered into to fill the vacancy of that official position until a permanent successor is duly appointed or elected.

2. **ADMINISTRATION**. There shall be no separate legal entity established for this cooperative undertaking. The Scotts Bluff County Clerk of the District Court shall supervise and direct the administration of the offices of

Clerk of the District Court within the County of Scotts Bluff and separately perform work as Deputy Clerk of the District Court for Banner County.

3. **DURATION**. This agreement shall commence September 15, 2026 for a term of one year, unless sooner terminated as provided herein and shall automatically be extended for successive one-year terms unless either party gives written nonrenewal to the other party not less than 30 days prior to the commencement of the next succeeding term.

4. **BUDGET**. There shall be no joint budget established for this cooperative undertaking. Each County shall pass and adopt budgets necessary for the funding of the respective obligations contained herein and for the funding of their obligations pursuant to *Neb. Rev. Stat.* §§ 24-337.01 and 24-337.04, §§ 24-1002 to 24-1006 and §§ 25-2204 to 25-2214.01.

5. **PROPERTY**. There shall be no real or personal property jointly acquired or to hold as part of this agreement.

6. **APPOINTMENT OF CLERK OF THE DISTRICT COURT**. The Banner County Commissioners hereby appoint the Scotts Bluff County Clerk of the District Court, Darla Simpson, to the office of Deputy Clerk of the District Court in and for the County of Banner and this appointment is accepted by Darla Simpson.

7. **OFFICES, PERSONNEL, SUPPLIES, AND EQUIPMENT**. Banner County shall supply office, personnel, supplies, and equipment necessary for the operations of the Clerk of the District Court Office in Banner County. Along with this, Scotts Bluff County would expect Banner County to continue employment of Chasta Lambert, or someone with comparable skills, as the contact person in the Clerk of the District Court office in Banner County.

8. **TRAVEL**. Banner County will be responsible for mileage reimbursement to Darla Simpson for traveling to Banner County, Nebraska for Clerk of the District Court business. Mileage reimbursement will be paid as

provided in *Neb. Rev. Stat.* §s 23-1112 and 23-1112.01. Darla Simpson will complete requests for any mileage payment to Banner County.

9. **SERVICES**. The Clerk of the District Court shall provide services for court filings and recordings in accordance with *Neb. Rev. Stat.* §§ 25-2204 to 25-2214.01. General services, in person, or via telephone or email, will be provided during usual business hours at or through the Office of the Clerk of the District Court in Gering, Nebraska.

10. **CONSIDERATION**. In consideration of the performance of the obligations set forth herein, and specifically for the use of equipment, supplies, utilities, administrative overhead, and operational time provided by the Scotts Bluff County Clerk of the District Court, Banner County shall pay Scotts Bluff County the sum of $2,000.00 per year during the term of this agreement. The consideration provided herein shall be paid in a single yearly payment, due by September 10th of each year. If this agreement spans beyond one (1) year from the date of approval, the parties shall review the payment amount annually. If the parties cannot agree upon the amount of consideration by August 15th of any such annual term, this agreement shall automatically terminate on that date, and Scotts Bluff County shall receive a pro-rated amount for the operational resources provided up to the date of termination, calculated based upon the prior year's agreed consideration. Said consideration shall be strictly for the operational infrastructure, utilities, equipment, and administrative resources utilized by the Deputy Clerk of the District Court for Banner County, and shall not include funds budgeted or expended for mileage and other necessary itemized expenses set forth herein. Compensation or payment for the Clerk's actual time and personal labor is expressly excluded from this agreement, as such terms are set forth in a separate contract executed directly between the Clerk and the Banner County. It is the intent of the parties that the consideration paid to Scotts Bluff County shall be in addition to, and not in reduction of, the amount of funds which would otherwise be budgeted by the County of Scotts Bluff for the Clerk of the District Court. CONSIDERATION. In consideration of the performance of the obligations set forth herein by Scotts Bluff County Clerk of the District Court to Banner County, Banner County shall compensate Darla Simpson as set forth in her separate employment agreement. See Contract attached hereto.

12. **DUTIES**. In addition to the general services and duties herein specified, the Clerk of the District Court shall report divorces and annulments monthly as provided by *Neb. Rev. Stat.* § 71-615. The Clerk of the District Court shall have the power to administer oaths in and for Banner County as prescribed in *Neb. Rev. Stat.* § 24-1002.

13. **ASSIGNMENT**. No assignment of this contract shall be made by any party without the prior written consent of all parties.

14**. CONTINGENT UPON APPROVAL**. This contract is contingent upon the approval by the presiding District Judges administering court cases in Banner and Scotts Bluff County, and the event that the District Court Judges do not approve this Agreement, this contract shall be null and void and of no effect. See *Neb. Rev. Stat.* § 13-805.

15. LIABILITY. The Clerk of the District Court of Scotts Bluff County shall also serve as a duly appointed Deputy Clerk of the District Court of Kimball County pursuant to this Agreement. When acting within the scope of her duties as Clerk of the District Court of Scotts Bluff County, she shall be covered under Scotts Bluff County's applicable liability insurance policies or risk management pool coverage. When acting within the scope of her duties as Deputy Clerk of the District Court of Kimball County, she shall be covered under Kimball County's applicable liability insurance policies or risk management pool coverage on the same basis and to the same extent as Kimball County's other employees. Coverage shall be determined by the capacity in which she is acting and the duties being performed, regardless of her physical location. Each County shall obtain confirmation from its insurer or risk management pool, and any necessary endorsements or approvals, to ensure that the coverage required by this section is in effect. All coverage remains subject to the applicable policy or coverage document's terms, conditions, exclusions, and limits. Nothing in this Agreement shall be construed as a waiver by either County, or by any of its officers or employees, of any governmental immunity, defense, limitation of liability, or other protection available under the Nebraska Political Subdivisions Tort Claims Act or other applicable law. Neither County assumes the liabilities of the other County by entering into this Agreement. Any waiver arising by operation of law

from the procurement of insurance shall be limited to the extent required by Nebraska law.

16. **NONDISCRIMNATION**. All parties hereto agree not to discriminate against any employee or applicant for employment in the performance of this agreement, with respect to tenure, terms, conditions or privilege of employment, or any matter directly or indirectly related to employment because of race, sex, color, disability, religion, national origin, or ancestry.

16**. REPORTS.** The Deputy Clerk of the District Court shall provide Banner County with such reports as are required by law and as such reports as are requested by Banner County.

17. **INSPECTIONS OF BOOK AND RECORDS**. Banner County shall have the right to inspect the books and records of Scotts Bluff County Clerk of the District Court solely pertaining to the compliance provisions and duties of Deputy Clerk of the District Court to Banner County from time to time so far as they relate to the activities covered by this agreement. Upon termination of this agreement, the books and records, pertaining to services provided to Banner County, shall be delivered to Banner County or its designee. At the commencement of this agreement, Banner County shall deliver all necessary records or files held by Banner County to Scotts Bluff County. All records and files delivered, and new records and files created during the term of this agreement, shall remain the property of Banner County, Nebraska.

18. **SERVERABILITY.** If any provisions of this agreement are declared illegal by a Court, the remainder of the agreement shall not be affected.

19. **MULTIPLE COUNTERPARTS**. This contract may be executed in any number of counterparts, all of which together shall constitute one original contract.

20. **CANCELLATION**. In the event the employment relationship between Scotts Bluff County and Darla Simpson is severed or terminated for any reason, this contract may be cancelled by either Scotts Bluff County or Banner County upon 30 days' written notice delivered by registered mail or in person. In the event of cancellation, Scotts Bluff County shall be

entitled to retain only a pro rate portion of the consideration provided under this agreement to the date of cancellation and the excess amount, if any, shall be returned to Banner County.

21. **EFFECTIVE DATE**. This agreement shall take effect on the ___ day of September 2026.

Dated: _____

_____
Chairperson of Scotts Bluff County
Board of Commissioners

Dated: _____

_____
Darla Simpson, Scotts Bluff County
Clerk of the District Court

Dated: _____

_____
Chairperson of Banner County
Board of Commissioners