

AGREEMENT

KEITH COUNTY COURT AND CLERK OF DISTRICT COURT, KEITH COUNTY, NEBRASKA

THIS AGREEMENT is made and entered into by and between Keith County, Nebraska, hereinafter referred to as "COUNTY", the Clerk of the District Court, Keith County, Nebraska, hereinafter referred to as "DISTRICT COURT CLERK," and the SUPREME COURT OF NEBRASKA, STATE COURT ADMINISTRATOR, hereinafter referred to as "STATE."

WHEREAS, *Neb. Rev. Stat. §24 337.01*, provides that when the Clerk of the County Court or the county court staff are temporarily unavailable or available on less than a full time basis, the Clerk of the District Court shall, under the direction of the county court judge and in cooperation and agreement with the Supreme Court and State Court Administrator, assist the clerk of the county court in the provision of county court services which would otherwise require the presence of county court staff; and

WHEREAS, *Neb. Rev. Stat. §24 507(3) (4)*, provides that when the district court clerk or staff is temporarily unavailable, the clerk magistrate as clerk of the county court shall, under the direction of the district court judge and in cooperation and agreement with the Supreme Court, State Court Administrator, and clerk of the district court, assist the clerk of the district court in the provision of district court services which would otherwise require the presence of district court staff; and

WHEREAS, *Neb. Rev. Stat. §24 337.01*, authorizes the COUNTY, DISTRICT COURT CLERK, and STATE to enter into an agreement for the provision of county court services by district court clerk personnel; and

WHEREAS, *Neb. Rev. Stat. § 24 507(3) (4)*, authorizes the DISTRICT COURT CLERK, STATE, and COUNTY, after consultation with a district court judge serving Keith, a county court

judge serving Keith, and the county attorney for Keith, to enter into an agreement for the provision of district court services by county court personnel; and

WHEREAS, COUNTY COURT CLERK, DISTRICT COURT CLERK, and STATE are agreeable that such assistance in the provision of court services is warranted;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

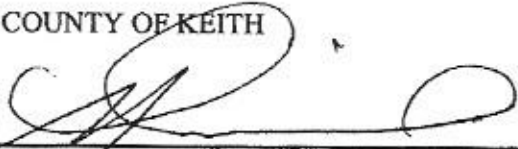
1. DISTRICT COURT CLERK agree(s) to perform or to assign employee(s) of the District Court Clerk to perform the duties of Deputy Clerk of the County Court of Keith County, Nebraska, listed in the attached EXHIBIT "A" and incorporated herein by reference, as may become necessary due to the absence, illness, or unavailability of the COUNTY COURT CLERK.
2. STATE shall appoint and empower DISTRICT COURT CLERK to act as Deputy Clerk of the County Court of Keith County, Nebraska, under the terms of Paragraph 1.
3. STATE shall provide liability insurance coverage for DISTRICT COURT CLERK for any actions taken or performed as Deputy Clerk of the County Court on behalf of the Keith County Court.
4. COUNTY COURT CLERK agrees to perform the duties of Deputy Clerk of the District Court, Ogallala, Nebraska, listed in the attached EXHIBIT "B" and incorporated herein by reference, as may become necessary due to the absence, illness, or unavailability of DISTRICT COURT CLERK.
5. COUNTY shall provide liability insurance coverage for COUNTY COURT CLERK for any actions taken or performed as Deputy Clerk of the District Court.

6. DISTRICT COURT CLERK and COUNTY COURT CLERK shall not receive any additional monetary compensation from STATE or COUNTY, respectively, for their efforts under this agreement.
7. COUNTY COURT CLERK shall not receive any additional monetary compensation from COUNTY for their efforts under this agreement.
8. STATE and COUNTY shall not pay any monetary compensation to one another as a result of the terms of this agreement.
9. Compensation of COUNTY COURT CLERK and other employees of the County Court office and provisions of such benefits of health insurance, workers' compensation, and other such related benefits shall be the sole responsibility of STATE.
10. This agreement shall become effective upon execution by the undersigned parties, as required, and shall remain in effect until any party hereto shall give 30 day notice, in writing, of intent to terminate the agreement. This agreement shall be reviewed annually or upon change in the position of clerk of district court or clerk magistrate, and may be modified with the consent of all of the parties hereto.


IN WITNESS WHEREOF, the parties have hereunto executed this agreement.

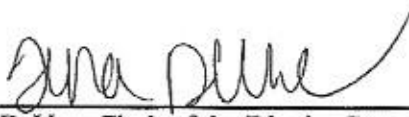
DATED this ____ day of March, 2020.

COUNTY OF KEITH


By: Toney Krajewski, Chairperson of Board of Commissioners


STATE COURT ADMINISTRATOR:


Corey Steel


Tina DeVoe, Clerk of the District Court



COUNTY OF KEITH



By: Toney Krajewski, Chairperson of Board of Commissioners

STATE COURT ADMINISTRATOR:

Corey Steel



Tina DeVoe, Clerk of the District Court



Guidelines for Support for County Courts “Exhibit A”

The State Court Administrator, with input from the County Judge, Clerk Magistrate, and County Attorney, may appoint the Clerk of the District Court (or some alternative) to provide the following local support for services which cannot be provided remotely: (These services will be provided only if County Court does not have adequate staffing to perform tasks necessary for the courts daily functions)

1. Provide information regarding basic County Court functions or refer the court user to the public access computer.
2. Accept documents for filing. Documents may be file stamped with the date of receipt and initialed by staff.
3. Accept payment of citations, filing fees, etc by cash or check, note date of acceptance of payment and hold funds in their safe until County Court staff is available to retrieve funds.
4. Answer phone calls as needed.
5. Pick up mail. The person providing local support may pick up the mail, open and file stamp and initial each filing. Documents may be held until County Court personnel are available to process it.
6. Provide office support for court days when the County Court calendar would not require travel of County Court personnel with more specialized training.

Guidelines for Support for District Courts “Exhibit B”

The District Court Clerk, with the agreement of the State Court Administrator and County Board, may appoint the County Clerk Court Magistrate to provide the following local support: (These services will be provided only if County Court has adequate staffing to perform tasks necessary for the County Court’s daily functions.)

1. Provide information regarding basic District Court functions or refer the court user to the public access computer for appropriate information.
2. Accept documents for filing. Documents should be filed stamped with the date of receipt and initialed by staff.
3. Accept payments by cash or check for filing fees and other services rendered and will note date of acceptance of payment and hold funds in their safe until District Court staff is available to retrieve funds.
4. Answer phone calls as needed.
5. Pick up mail. The person providing local support may pick up the mail, open and file stamp and initial each filing. Documents may be held until District Court personnel are available to process it.
6. Provide office support for court days when the court calendar would not require travel of District Court personnel with more specialized training.