



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 Veterans Service Committee, hereinafter referred to collectively as "Scotts Bluff County," the County of Kimball, Nebraska, a body corporate and politic, and the Kimball County Veterans Service Committee, hereinafter referred to collectively as "Kimball County," and Matthew B. Meyers, Scotts Bluff County Veterans Service Officer, hereinafter "Veterans Service Officer". WITNESSETH:

WHEREAS, Scotts Bluff County and Kimball County desire to enter into this agreement to provide for the cooperative provision of services to veterans in the respective counties; and,

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. Section 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 that will accord with the needs of the local communities; and,

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

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

1. **PURPOSE.** The purpose of this cooperative agreement shall be to permit the Scotts Bluff County Veterans Service Officer to also serve as the County Veterans Service Officer for Kimball County, Nebraska.
2. **ADMINISTRATION.** There shall be no separate legal entity established for this cooperative undertaking. The Scotts Bluff County Veterans Service Committee shall supervise and direct the administration of Veterans services within the County of Scotts Bluff and the Kimball County Veterans Services Committee shall supervise and direct the administration of Veterans services within the County of Kimball.
3. **DURATION.** This agreement shall commence July 1, 2026, for a term of one year, unless sooner terminated as provided in paragraph 9 or 19, shall automatically be extended for successive terms of one year unless either party gives written notice of nonrenewal to the other party not less than 180 days prior to the commencement of the next succeeding terms.

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 Nebraska Revised Statutes Section 80-101 to 108, and 80-406 to 409.
5. PROPERTY. There shall be no real or personal property jointly acquired to held as part of this agreement.
6. APPOINTMENT OF VETERANS SERVICE OFFICER. The Kimball County Veterans Service Committee hereby appoints the Scotts Bluff County Veterans Service Officer, Matthew B. Meyers to the office of County Veterans Service Officer in and for the County of Kimball. Said appointment is hereby confirmed by the Kimball County Board of County Commissioners and accepted by Matthew B. Meyers. In lieu of the payment of compensation to Matthew B. Meyers by Kimball County, Kimball County shall tender payment of consideration to Scotts Bluff County as provided in paragraph 9, below.
7. OFFICES, PERSONNEL, SUPPLIES & EQUIPMENT. Kimball County shall supply office, personnel, supplies, and equipment necessary for the operations of the Veterans Service Office in Kimball County. Along with this, Scotts Bluff County would expect Kimball County to continue employment of Darcee Wheeland, or someone with comparable skills as an Assistant Veterans Service Officer.
8. TRAVEL. Kimball County will be responsible for Mileage reimbursement to Matthew B. Meyers for travels to Kimball, Nebraska for Veteran Service business. Mileage reimbursement will be at Federal rate per mile. Matthew B. Meyers will complete request for mileage monthly.
9. SERVICES. The County Veterans Service Officer shall provide services to eligible Kimball County veterans or dependents in accordance with State and Federal laws and regulations. Services, in person, or via telephone or email, will be provided during usual business hours.
10. CONSIDERTATION. In consideration for the performance of the obligations set forth herein by Scotts Bluff County and the Veterans Service Officer, Kimball County shall pay Scotts Bluff County the sum of \$1,150 per month, totaling \$13,800 for the one-year term of this agreement. Thereafter, the consideration shall be in such amounts as agreed to by the parties. If the parties cannot agree upon the amount of consideration by August 15th, of any such annual term, said agreement consideration shall automatically terminate on such date and Scotts Bluff County shall receive pro rata amount for services performed to the date based upon the prior year's agreed upon consideration. The consideration

provided herein shall be paid in equal monthly payments, due by the 10th of each month. Said consideration shall be for the administration of the Veterans Service program and shall not include funds budgeted or expended in providing food, aid, expenses, and other necessary items set forth in Section 80-102. 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 County Veterans Service Officer and for the County Veterans Service Committee.

11. VETERANS AID FUNDS. Each county shall administer and control the Veterans Aid Fund of each respective county as required by Chapter 80, Revised Statutes of the State of Nebraska. Such funds shall be established by budgets adopted and taxes levied by the respective counties. Disbursements and expenditures of Veterans Aid Funds of the respective counties by the Veterans Service Officer shall be under the direction and control of the respective Veterans Service Committee.
12. VETERANS AID COMMITTEES. The County Veterans Aid committees shall continue to perform such duties as required by law for the provision of Veterans Aid in each respective county.
13. ASSIGNMENT. No assignment of this contract shall be made by any party without the written consent of all parties.
14. CONTINGENT UPON APPROVAL. This contract is contingent upon approval by the Nebraska Director of Veterans Affairs, and in the event that said director does not approve, this contract shall be void and of no effect.
15. NONDISCRIMINATION. 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. The requirements of Neb. Rev. Stat. Sec. 80-410 shall be enforced, when applicable in all hiring decisions.
16. REPORTS. The Veterans Service Officer shall provide to Kimball County such reports as are required by law and such reports as are requested by Kimball County.
17. INSPECTION OF BOOK AND RECORDS. Kimball County shall have the right to inspect the books and records of Scotts Bluff County pertaining to the provision of Veterans services 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

Kimball County veterans and dependents of veterans shall be delivered to Kimball County or its designee. At the commencement of this agreement, Kimball County shall deliver all necessary records or files held by Kimball 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 Kimball County, Nebraska.

18. SEVERABILITY. If any provisions of this agreement are illegal, 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. CANCELATION. In the event the employment relationship between Scotts Bluff County and Matthew B. Meyers is severed or terminated for any reason, this contract may be canceled by either Scotts Bluff County or Kimball County upon 30 days' notice in writing delivered by registered mail or in person. In the event of cancellation, Scotts Bluff County shall be entitled to retain only a pro rata portion of the consideration to the date of cancellation the excess amount, if any, shall be returned to Kimball County.

21. EFFECTIVE DATE. This agreement shall take effect on the 1st day of July, 2026.

Dated: _____

Chairperson of Scotts Bluff County Board
Of Commissioners

Dated: _____

Chairperson of Scotts Bluff County
Veterans Service Committee

Dated: _____

Matthew B. Meyers, Scotts Bluff
County Veterans Service Officer

Dated: _____

Chairperson of Kimball County
Board of Commissioners

Dated: _____

Chairperson of Kimball County
Veterans Service Committee