

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made and entered into by and between the County of Lincoln, Nebraska, a body corporate and politic, and the Lincoln County Veterans Service Committee, hereinafter referred to collectively as "Lincoln County", the County of Thomas, Nebraska, a body corporate and politic, and the Thomas County Veterans Service Committee, hereinafter referred to collectively as "Thomas County", and Paul Cooper, Lincoln County Veterans Service Officer, hereinafter "Veterans Service Officer". WITNESSETH:

WHEREAS, Lincoln County and Thomas 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 interests of their respective counties; and,

WHEREAS, Noah Nutter has retired as the Thomas County Veterans Service Officer and Paul Cooper is the current Lincoln Veterans Service Officer and no other persons are available and will to perform said service.

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 Lincoln County Veterans Service Officer to also serve as the County Veterans Service Officer for Thomas County, Nebraska.
2. ADMINISTRATION. There shall be no separate legal entity established for this cooperative undertaking. The Lincoln County Veterans Service Committee shall supervise and direct the administration of veterans services within the County of Lincoln and the Thomas County Veterans Services Committee shall supervise and direct the administration of veterans services within the County of Thomas.
3. DURATION. This agreement shall commence February 1, 2012, for a term of one year and, 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 or held as part of this agreement.
6. APPOINTMENT OF VETERANS SERVICE OFFICER. The Thomas County Veterans Service Committee hereby appoints the Lincoln County Veterans Service Officer, Paul Cooper, to the office of County Veterans Service Officer in and for the County of Thomas. Said appointment is hereby confirmed by the Thomas County Board of County Commissioners and accepted by Paul Cooper. In lieu of the payment of compensation to Paul Cooper by Thomas County, Thomas County shall tender payment of consideration to Lincoln County as provided in paragraph 9, below.
7. OFFICES, PERSONNEL, SUPPLIES AND EQUIPMENT. Lincoln County shall supply offices, personnel, supplies, and equipment necessary for the County Veterans Service Office to perform the duties of veterans service officer for Lincoln and Thomas Counties. Provided, however, that Lincoln County shall not be required to supply offices or office equipment in Thomas County.
8. SERVICES. The County Veterans Service Officer shall provide services to eligible Lincoln and Thomas County veterans and dependents in accordance with state and federal laws and regulations. Services will be provided during usual business hours and days at the offices provided in Lincoln County Administration Building. Eligible Thomas County veterans and dependents of veterans who are unable to travel to North Platte for services due to disability or other circumstance shall be served via telephone contact and through personal contact in Thomas County. Such location or locations shall be determined by the Veterans Service Officer and the veteran dependent.
9. CONSIDERATION. In consideration for the performance of the obligations set forth herein by Lincoln County and the Veterans Service Officer, Thomas County shall pay Lincoln County the sum of \$ 1,800 for the initial 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 September 15th, of any such annual term, said agreement shall automatically terminate on such date and Lincoln 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 quarterly payments of one-fourth the annual amount due on the first day of each calendar quarter during the initial term and any succeeding term of this agreement. 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 Lincoln County shall be in addition to, and not in reduction of, the amount of funds which would otherwise be budgeted by the County of Lincoln for the County Veterans Service Officer and for the County Veterans Service Committee.

10. 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.
11. 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.
12. ASSIGNMENT. No assignment of this contract shall be made by any party without the written consent of all parties.
13. 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.
14. 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.
15. REPORTS. The Veterans Service Officer shall provide to Thomas County such reports as are required by law and such reports as are requested by Thomas County.
16. INSPECTION OF BOOK AND RECORDS. Thomas County shall have the right to inspect the books and records of Lincoln 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 Thomas County veterans and dependents of veterans shall be delivered to Thomas County or its designee. At the commencement of this agreement, Thomas County shall deliver all necessary records or files held by Thomas County to Lincoln County. All records and files delivered, and new records and files created during the term of this agreement shall remain the property of Thomas County, Nebraska.

17. SEVERABILITY. If any provision of this agreement is illegal, the remainder of the agreement shall not be affected.
18. MULTIPLE COUNTERPARTS. This contract may be executed in any number of counterparts all of which together shall constitute one original contract.
19. CANCELLATION. In the event the employment relationship between Lincoln County and Paul Cooper is severed or terminated for any reason, this contract may be canceled by either Lincoln County or Thomas County upon 30 days' notice in writing delivered by registered mail or in person. In the event of cancellation, Lincoln 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 Thomas County.
20. EFFECTIVE DATE. This agreement shall take effect on the _____ day of _____, 2012.

Dated: _____

Chairperson of Lincoln County Board
Of Commissioners

Dated: _____

Chairperson of Lincoln County
Veterans Service Committee

Dated: 2/21/2012

Alan Atkins
Chairperson of Thomas County Board
Of Commissioners

Dated: Feb. 24, 2012

Chauncey J. Linn
Chairperson of Thomas County
Veterans Service Committee

Dated: _____

Paul Cooper, Lincoln County Veterans
Service Officer

Dated: _____

Approved by:

Nebraska Director of Veterans Affairs