

**AMENDED AND RESTATED AGREEMENT
FOR THE FORMATION OF
THE REGION V COMMUNITY HUMAN SERVICES PROGRAM
AND REGION 5 SYSTEMS**

WHEREAS, the Region V Community Human Services Program was created under the Nebraska Interlocal Cooperation Act and has operated since August 15, 1974, under an Amended and Restated Agreement for the Formation of the Region V Community Human Services Program dated July 6, 2009 (the “Existing Agreement”); and

WHEREAS, pursuant to the Existing Agreement, the Region V Community Human Services Program operates two legal entities: Apace, formerly known as Region V Services, which provides community-based services to persons with developmental disabilities (“Apace”), and Region 5 Systems, formerly known as Region V Systems, which provides community-based behavioral health services and other administrative services (“Region 5 Systems”);

WHEREAS, Apace and Region 5 Systems operate as distinct entities and, as a result, the members of the independent governing boards of both Region 5 Systems and Apace believe it to be in the best interest of Region 5 Systems and Apace, respectively, to enter into separate interlocal agreements; and

WHEREAS, the parties to the Existing Agreement now desire to make certain amendments to the Existing Agreement to create an amended and restated interlocal agreement for Region 5 Systems.

NOW THEREFORE this Amended and Restated Agreement is made and entered into pursuant to the terms of the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801, et seq., as amended, and also pursuant to the provisions of Neb. Rev. Stat. §§ 23-104.01, et seq., and 71-801 et seq., as amended, among those counties of the State of Nebraska which have executed this Amended and Restated Agreement as hereafter provided. This Amended and Restated Agreement amends, restates and replaces the Existing Agreement in its entirety, except as otherwise provided herein.

1. The Region V Community Human Services Program, consisting of the following counties located in the State of Nebraska: Butler, Fillmore, Gage, Jefferson, Johnson, Lancaster, Nemaha, Otoe, Pawnee, Polk, Richardson, Saline, Saunders, Seward, Thayer and York (each, a “County” or, collectively, the “Counties”), was formed in 1974 and shall continue in perpetuity unless and until this Agreement is terminated.

2. The purpose of this Agreement is to facilitate cooperative efforts among the Counties to ensure that persons in the Counties are provided with necessary and legally authorized community-based behavioral health services and other administrative services. Pursuant to this Agreement, Region 5 Systems, at the direction of its Governing Board (as defined in Section 3), shall provide to the Counties: (i) behavioral health services as further described in Section 4(a), (ii) administrative functions to support the implementation of such services, including, but not limited to, fiscal, accounting, payroll, purchasing, human resources and other administrative services, and (iii) such other services as the Governing Board may deem necessary or appropriate, or as may be required by applicable law, to promote or further the purposes of Region 5 Systems, as stated in this Agreement or applicable law. Nothing in this Agreement shall be construed to limit the ability of Region 5

Systems to contract, pursuant to applicable law, with other third-party providers, including individuals or entities, to carry out the obligations of this Agreement.

3. The government, management and administration of Region 5 Systems shall be vested in a governing board (the "Governing Board" or "Board") consisting of one member from each of the Counties' respective governing bodies ("County Board" or "County Boards"). Members of the Governing Board shall serve for a term of at least three years but may serve consecutive three-year terms until such member resigns or is removed or replaced and his or her vacancy is filled in accordance herewith. Upon the death, disability (such that the member is unable to effectively serve, as determined by the remaining members of the Governing Board), removal by the County, or resignation of any Board member, the Governing Board shall notify the County Board for which the vacancy exists, and such County Board shall appoint a replacement member within thirty (30) days of such notification. Vacancies shall be filled for the unexpired portion of the term by the appropriate County Board. Members shall serve without compensation but shall be entitled to reasonable reimbursement for their actual and necessary expenses incurred in attending meetings or in the discharge of any duty assigned to them by the Governing Board.

4. Region 5 Systems, at the direction of the Governing Board, is hereby authorized and empowered to:

- (a) organize, plan, initiate, fund, maintain, administer and evaluate comprehensive behavioral health programs, services and facilities and to exercise all powers and duties as provided in Neb. Rev. Stat. §§ 71-808 and 809, as amended;
- (b) borrow, receive, collect and otherwise raise or provide funds for community-based behavioral health services, programs and facilities in such manner and upon such terms and conditions as the Governing Board shall deem appropriate;
- (c) purchase, own, lease and hold all real estate and personal property for the use of Region 5 Systems;
- (d) sell, convey, exchange, mortgage, pledge or lease any real estate or personal property owned or held by Region 5 Systems in such manner and upon such terms and conditions as the Governing Board shall deem appropriate;
- (e) purchase outright, by installment contract, by mortgage or other means with the power to borrow funds in connection therewith, hold, sell, pledge and lease for a period of more than one year, all real estate and personal property necessary for use of Region 5 Systems, and to plan, initiate, fund, maintain, administer and evaluate Region 5 Systems' facilities, programs and services;
- (f) contract for such goods and services from others, either public or private which provide such services on a vendor basis, and may be necessary or appropriate in order to implement and carry out the program and services of Region 5 Systems;

- (g) employ a regional administrator for Region 5 Systems and such other employees as are necessary to implement Region 5 Systems' programs;
- (h) contract under the Interlocal Cooperation Act with any of the counties which are a party to this Agreement to exercise any of the powers and incur any of the obligations that may be incurred by that county to the extent permitted by law; and
- (i) take such other actions as may be necessary, incidental, desirable or appropriate to the full exercise of the powers described herein.

5. The Governing Board shall make and maintain, as may be amended from time to time, bylaws specifying the frequency of meetings, meeting places, the method of calling meetings, the election and powers of officers, and method of handling funds and may make other bylaws, rules and regulations, not inconsistent with the Interlocal Cooperation Act or this Agreement, to carry out and effectuate the Region 5 Systems' powers and purposes.

6. The Governing Board shall appoint an Advisory Committee in accordance with Neb. Rev. Stat. § 71-808(2), as amended, and such other Advisory Committees as it may deem advisable. The Governing Board may also appoint other individuals or committees to perform specific functions on its behalf. Individuals or committees appointed may, but need not be, members of the Governing Board or an Advisory Committee.

7. The Governing Board shall adopt a budget for each fiscal year in accordance with Neb. Rev. Stat. § 71-808(3), Region 5 Systems' bylaws, and the following provisions:

- (a) The fiscal year of Region 5 Systems shall be the same as the fiscal year of the Counties, as provided by law; and
- (b) Each County's share of the budget shall be calculated by multiplying the total budget by the percentage equal to each County's population divided by the aggregate population of all Counties which are parties to this Agreement; and
- (c) A statement of the amount owed by the Counties, as determined in accordance with this Section 7, shall be prepared and delivered to each County. Each County, on or before September 1st of the fiscal year in which the appropriations are made for the use of Region 5 Systems, shall pay at least one-fourth (1/4) of its share of the total appropriation into the Region 5 Systems fund, and shall pay at least one-third (1/3) of the remainder of such appropriation before the first (1st) day of each of October, January and April of the applicable fiscal year.

8. Any County may withdraw, through the adoption of a resolution by the County Board, from this Agreement ("Withdrawing County") by giving notice to the Governing Board at least ninety (90) days prior to the end of the fiscal year. Upon withdrawal from the Agreement by a County, this Agreement shall remain in full force and effect as to the remaining Counties. Programs and services previously provided by Region 5 Systems to the Withdrawing County shall cease upon withdrawal, and the Withdrawing County's member on the Governing Board shall automatically be removed from the Governing Board. All real and personal property owned by Region 5 Systems and which was acquired, in whole or in part, with funds provided by the Withdrawing County shall be and remain the property of

Region 5 Systems, and the Withdrawing County expressly waives all claims, rights, title, interest or demand, of every kind and nature, to a refund or return of any such real or personal property, in cash or in kind.

9. A Withdrawing County may be reinstated to this Agreement by the Governing Board upon receipt of an adopted resolution by the County Board requesting reinstatement (“Reinstatement Request”). Upon receiving a Reinstatement Request, the Governing Board shall, at a regular or special meeting, vote upon such request. If the Governing Board duly approves of the Reinstatement Request, the Withdrawing County (hereafter, “Reinstated County”) shall be reinstated only after it contributes its pro rata share of funding then required by Region 5 Systems to re-establish the behavioral health services provided to such Reinstated County, which shall be made upon such terms and deadlines as the Governing Board deems necessary or appropriate to commence such services as promptly as practicable. A certified copy of the County Board resolution reinstating the Reinstated County shall be filed with the county clerk of each County.

10. Except as otherwise provided by applicable law, if, at any point, only one County remains party to this Agreement, the Governing Board shall elect to terminate this Agreement. Alternatively, except as otherwise provided by applicable law, this Agreement may be terminated by the unanimous consent of the Counties, acting through resolutions of the respective County Boards. As soon as practicable after termination of this Agreement, after the payment of all obligations, liabilities, costs, expenses and other charges validly incurred under this Agreement prior to the date of termination, Region 5 Systems shall dispose of all remaining property acquired under the Agreement, including surplus funds, (i) in any manner as the Governing Board shall then agree upon, or (ii) if the Governing Board cannot or has not otherwise agreed, then such property shall be returned to each of the Counties in proportion to their contribution of financial support to Region 5 Systems in accordance with this Agreement.

11. This Agreement shall not become effective until it shall be adopted by appropriate resolution duly adopted and approved by each of the County Boards.

12. This Agreement shall be executed in counterparts, all of which together shall constitute but one and the same Agreement.

13. This Agreement may be amended upon unanimous approval of the Counties (excluding any Withdrawing County).

[Signature Pages Follow]

IN WITNESS WHEREOF, The County of _____, Nebraska
has caused this Agreement to be duly executed by its duly authorized officers this ____ day
of _____, 2025.

THE COUNTY OF _____,
NEBRASKA

By _____
Chairman of the Board of
Commissioners/Supervisors

ATTEST:

Clerk

[SEAL]

DRAFT