

FILED

JUL 23 2009

RESOLUTION NO. R-09-0050

LANC. COUNTY CLERK

WHEREAS, Lancaster County is a party to the Amended and Restated Agreement for the Formation of the Region V Community Human Services Program (Region V Agreement); and

WHEREAS, the parties to the Region V Agreement now desire to amend the Agreement to update the statutory references in the Agreement to reflect changes in the state behavioral health laws and to allow Region V Systems to expand its scope of administrative services to contract with counties which desire to do so;

NOW THEREFORE, Lancaster County amends and adopts the Region V Agreement in the form attached hereto.

This resolution was duly adopted by the Board of Commissioners of the County of Lancaster, Nebraska on this 28 day of July, 2009.

THE COUNTY OF Lancaster, NEBRASKA

By *Deane Sen*
Chairman of the Board of
Commissioners

ATTEST:

Don Jalko
Clerk

[SEAL]



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

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 Agreement for the Formation of Region V ("Agreement"); and

WHEREAS, the parties to the Agreement now desire to make certain amendments to this Agreement;

NOW THEREFORE this Amended and Restated Agreement is made and entered into pursuant to the terms of the Nebraska Interlocal Cooperation Act, Sections 13-801 et seq., R.R.S., 1943, as amended, and also pursuant to the provisions of Sections 23-104.01, et seq., 83-1217 and 83-1218 et seq., and 71-801 et seq., R.R.S., 1943, as amended, among those counties of the State of Nebraska which have executed this Amended and Restated Agreement as hereafter provided.

1. There is hereby created the Region V Community Human Services Program ("Region V"). Region V shall consist of Butler, Fillmore, Gage, Jefferson, Johnson, Lancaster, Nemaha, Otoe, Pawnee, Polk, Richardson, Saline, Saunders, Seward, Thayer and York County.

2. Region V shall operate two separate legal entities, Region V Services, which shall provide community services for the developmentally disabled, and Region V Systems, which shall provide community behavioral health services and other administrative services for counties which are parties to this Agreement.

3. The government, management and administration of Region V shall be vested in a governing board (the "Governing Board") consisting of one member from each of the governing bodies of each of the Counties. Initial terms of the members of the Governing Board shall be determined at their organizational meeting in such manner as a majority thereof shall deem appropriate, approximately one-third to serve for one year, approximately one-third to serve for two years, and approximately one-third to serve for three years. Thereafter, members shall serve for terms of three years. Vacancies shall be filled for the unexpired portion of the term by the appropriate County governing body. 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 V shall have perpetual existence.

5. Region V is hereby authorized and empowered:
- (a) To organize, plan, initiate, fund, maintain, administer and evaluate specialized services consisting of community-based facilities, programs and services for persons with developmental disabilities;
 - (b) To plan, initiate, fund, maintain, administer and evaluate comprehensive behavioral health programs, services and facilities and to exercise all powers and duties as provided in Sections 71-808 and 809, R.R.S., as amended;
 - (c) To borrow, receive, collect and otherwise raise or provide funds for such community-based developmental disability and behavioral health services, programs and facilities in such manner and upon such terms and conditions as the Governing Board shall deem appropriate;
 - (d) To purchase, own, lease and hold all real estate and personal property for the use of Region V;
 - (e) To sell, convey, exchange, mortgage, pledge or lease any real estate or personal property owned or held by Region V in such manner and upon such terms and conditions as the Governing Board shall deem appropriate;
 - (f) To 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 V, and to plan, initiate, fund, maintain, administer and evaluate Region V's facilities, programs and services;
 - (g) To 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 V;
 - (h) To employ regional administrators for the developmental disability and behavioral health programs and such other administrators and employees as are necessary to implement Region V's programs;

- (i) To 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
- (j) To take such other actions as may be necessary, incidental, desirable or appropriate to the full exercise of the powers described herein.

6. The Governing Board shall make 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's powers and purposes.

7. The Governing Board shall appoint an Advisory Committee in accordance with Section 71-808(2), R.R.S., 1943, 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 function on its behalf. Individuals or committees appointed may, but need not be, members of the Governing Board or an Advisory Committee.

8. The Governing Board shall adopt a budget for each fiscal year. The fiscal year for Region V shall be the same as provided by law for the Counties. The bylaws shall specify the method or formula for apportioning the Counties' share of the budget, and the Counties do hereby contract, covenant and agree to pay their share as specified by Region V's bylaws.

9. Any County may withdraw from this Agreement by giving notice to the Governing Board at least sixty (60) 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. The Region shall provide for the disposition of all real and personal property owned by Region V which may have been acquired in whole or in part with funds from the withdrawing County in its bylaws.

10. If this Agreement is terminated, as soon as practicable after termination of this Agreement, Region V shall dispose of all property acquired under the Agreement, including surplus funds, in any manner as the Governing Body shall then agree upon.

11. This Agreement shall be submitted to the Nebraska Department of Health and Human Services for approval as to all matters within its jurisdiction, prior to its entry into force.

12. This Agreement shall not become effective until it shall be adopted by appropriate resolution duly adopted and approved by each of the governing bodies of the parties hereto.

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

IN WITNESS WHEREOF, The County of Lancaster,
Nebraska has caused this Agreement to be duly executed by its duly authorized
officers this 28 day of July, 2009.

THE COUNTY OF Lancaster,
NEBRASKA

By *[Signature]*
Chairman of the Board of
(Commissioners) (Supervisors)

ATTEST:

[Signature]
Clerk

[SEAL]

