

## **YOUTH AND FAMILY CRISIS RESPONSE CENTER INTERLOCAL AGREEMENT**

This YOUTH AND FAMILY CRISIS RESPONSE CENTER Interlocal Agreement (the “Agreement”) is entered into between the following parties: the COUNTY OF LANCASTER, NEBRASKA (hereinafter “COUNTY”); the REGIONAL BEHAVIORAL HEALTH AUTHORITY on behalf of REGION V SYSTEMS, (hereinafter “REGION V SYSTEMS”); and the CITY OF LINCOLN, NEBRASKA (hereinafter “CITY”).

These entities shall constitute the Members of the YOUTH AND FAMILY CRISIS RESPONSE CENTER (“YFCRC”). Hereinafter, a Member may be referred to as “Member” or “Party” singularly. All Members may be referred to as “Members” or “Parties” collectively.

### **RECITALS**

**WHEREAS**, the Parties to this Agreement are independent political subdivisions organized and existing under the laws of the State of Nebraska, and are public agencies for purposes of the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 through 13-827;

**WHEREAS**, the Parties recognize that many community members under the age of 19 (“Youth”) and their families experience behavioral health challenges in Lincoln, Lancaster County, and the surrounding counties in Nebraska’s Southeast Region. At the same time, access to mental health services is significantly decreasing. As a result, families are struggling to connect with immediate behavioral health crisis and community supports without encountering long wait lists or being turned away because their behaviors do not rise to the level of a psychiatric emergency;

**WHEREAS**, the Nebraska Behavioral Health Services Act, Neb. Rev. Stat. §§ 71-801 to 71-830, (the “Act”) established a public behavioral health system designed to ensure public access to behavioral health services, including, but not limited to, adequate availability of behavioral health professionals, programs, and community-based services;

**WHEREAS**, as set forth in Neb. Rev. Stat. §§ 71-807 and 71-809, the Regional Behavioral Health Authority is the governing body for Region V Systems, one of six Behavioral Health Regions authorized to initiate and oversee contracts for the provision of publicly funded behavioral health services for community members within the Southeast Region including Butler, Fillmore, Gage, Jefferson, Johnson, Lancaster, Nemaha, Otoe, Pawnee, Polk, Richardson, Saline, Saunders, Seward, Thayer, and York Counties;

**WHEREAS**, the Parties seek to foster cooperation with one another by entering into this Agreement to create the Youth and Family Crisis Response Center (hereinafter may be referred to as the “YFCRC”), which shall be a family-centered, strengths-based community resource center that provides a safe and supportive location to partner with youth and families who are struggling and need connections to behavioral health services and community resources in order to move from crisis to stability; and

**WHEREAS**, such an agreement falls within the intent and purposes of the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 to 13-827.

**NOW, THEREFORE**, and in consideration of the mutual covenants and agreements herein contained, the Parties do hereby mutually undertake, promise, and agree as follows:

### **ARTICLE I: PURPOSE AND STATUTORY AUTHORITY**

A. **Intent.** The Parties enter into this Agreement for the purposes of developing and administering a resource center to provide safe and supportive behavioral health crisis services to Youth who reside in Lincoln, and the 16 counties in the Region V service area, to achieve mental health stability through assessment, treatment, and links to community resources. The Recitals above are hereby incorporated into this Agreement by this reference.

B. **Statutory Authority.** This Agreement is made and entered into pursuant to the provisions of the Nebraska Interlocal Cooperation Act and the Nebraska Behavioral Health Services Act.

C. **Agency Established.** Solely and exclusively to accomplish the Purposes set forth below, there is hereby created and established an intergovernmental agency called the YOUTH AND FAMILY CRISIS RESPONSE CENTER (“YFCRC”), a separate legal entity, consisting of: the County; Region V Systems; and the City. The YFCRC is not a state agency and shall have and exercise only those powers expressly provided in this Agreement. This Agreement does not authorize the YFCRC to levy or collect any taxes whatsoever.

- D. **Purposes.** The Purposes of the YFCRC are as follows:
1. Prevent and divert children under the age of 19 living in Nebraska’s Southeast Region (Region V) who are experiencing behavioral health crises, from inappropriate acceptance into child welfare, juvenile justice systems, and hospital emergency departments;
  2. Identify underlying issues contributing to Youths’ behavioral health crises;
  3. Partner with Youth and their families to access individualized services and/or resources within our community;
  4. Leverage and maximize the use of existing resources;

5. Develop additional resources and supports where needed to address gaps and needs for families and youth in crisis;
6. Streamline communication and collaboration pathways for consumers to reduce duplication and miscommunication by creating a single point of entry;
7. Improve behavioral health services to Youth and their families;

**E. The Youth and Family Crisis Response Center Shall:**

1. Offer a no-wrong-door entry for families to receive behavioral health crisis services and supports regardless of court status, financial resources (unless services include mental health respite), or time of day;
2. Provide comprehensive assessments by trained staff to identify strengths and needs;
3. Integrate case management processes that link assessment results to systemic supports;
4. Provide aftercare support to assist with plan implementation and system navigation; and
5. Provide a cooling-off space, while making alternative living arrangements in the community if needed.

**ARTICLE II: ORGANIZATION / ADMINISTRATION**

- A. Governing Board-Appointment.** The YFCRC shall be governed by a Governing Board, which shall be comprised of the following voting Representatives:
1. Two Representatives appointed by the County Board.
  2. Two Representatives appointed by Region V Systems.
  3. Two Representatives appointed by the Mayor of the City.
  4. One Representative appointed by the other Representatives of the Governing Board.

The Representative appointed by the other Representatives of the Governing Board shall have lived experience utilizing behavioral health crisis services and shall be appointed by an affirmative vote of no less than two-thirds of the other Representatives of the Governing Board.

In addition, the Governing Board may appoint three non-voting Representatives from the community at large.

Representatives shall be appointed for terms of three years and shall serve until a replacement is appointed, unless the Representative resigns in writing to the Appointing Official(s) or is replaced by the Appointing Official(s). Representatives may be replaced

at any time without cause by the Appointing Official(s). All Representatives shall reside in the Region V service area and shall serve without compensation.

**B. Open Meetings Act.** The Governing Board shall hold all meetings in accordance with the Nebraska Open Meetings Act, Neb. Rev. Stat. §§ 84-1408 through 84-1415, and shall publish notice of all meetings pursuant to such Act.

**C. Governing Board – Powers and Duties.** The Governing Board, on behalf of the YFCRC shall:

1. Adopt Bylaws not inconsistent with this Agreement specifying frequency of meetings, meeting places, method of calling meetings, election and powers of officers, and other such matters deemed necessary.
2. Comply with all applicable rules and regulations of the signatories hereto, including, but not limited to, the requirements of Neb. Rev. Stat. § 13-804(5).
3. Keep and maintain records, in a method, location, and for a time period satisfactory to all Members. Each Member shall have the right to audit and examine such records during usual business hours upon reasonable and advance notice to the others.
4. Have and exercise all powers and rights, not otherwise denied such Board by the laws of the State of Nebraska, as are necessary, suitable, proper, convenient or expedient to the attainment of the Purposes set forth in this Agreement.
5. Make and execute contracts and execute and deliver any instrument in the name of or on behalf of the YFCRC necessary to the exercise of its powers to accomplish the purpose of this Agreement. Contracts for services shall carry insurance and contractual protections that hold the YFCRC and its Members harmless from any damages due to negligent or intentional acts of the vendors/service providers.
6. Accept grants, public and private funds and other donations and bequests.
7. Adopt an annual budget for the support and maintenance of the YFCRC's costs of insurance and legal representation. It is the express intent of the Parties that any YFCRC costs in addition to insurance and legal representation, and aside from Member commitments contained in Article III below, shall require advance written approval by each of the Parties' Governing Bodies.
8. Sue and be sued in the name of the YFCRC.
9. Meet at least quarterly. A quorum of not less than a majority of the voting representatives of the Governing Board shall be required to take action, and all questions before the Governing Board shall be determined by majority vote of those representatives present and eligible to vote.

### **ARTICLE III: RIGHTS, OBLIGATIONS, AND DUTIES OF MEMBERS**

#### **A. Each Party to this Agreement agrees to:**

1. Appoint individuals to serve as their representatives on the Governing Board pursuant to Article II, Paragraph A above.
2. Appropriate funds necessary to maintain sufficient occurrence insurance and to cover any expenses for engaging outside legal counsel. The costs of such appropriations shall be equally divided amongst the Parties and invoiced quarterly to the Parties. This Agreement will not and shall not commit any funds beyond a Member's budget authority without prior written approval from that Member. There is no penalty for a Member's withdrawal from this Agreement for lack of sufficient appropriations by any Member or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming. In the event of unavailability of funds by any Member, said Member shall immediately notify the Governing Board.
3. Cooperate with federal, state, and local agencies and jurisdictions to accomplish the Purposes of this Agreement.
4. Actively pursue grant funding at a federal, state, and local level in support of the activities of the YFCRC.
5. Comply with the terms and conditions established by the United States Department of the Treasury ("the Treasury") for the use of American Rescue Plan Act of 2021 funds ("ARPA funds"), attached hereto as Exhibit "A" and incorporated herein by this reference, and the County Purchasing Act, Neb. Rev. Stat. § 23-3101 et seq., as deemed necessary by the County.

#### **B. The County agrees to:**

1. Utilize up to \$6,000,000.00 (six million dollars) in ARPA funds to purchase, improve, and furnish real property in support of accomplishing the Purposes of the YFCRC. For purposes of this Agreement, the purchased, improved, and furnished real property, including the personal property utilized as furnishings, may be referred to as the YFCRC Site.
2. Be responsible for soliciting bids and entering into contracts for any necessary design and construction work to make improvements, additions, modifications, renovations or alterations to lands and facilities pursuant to this Agreement.
3. Ensure all solicitations and contracts for design and construction services, and the purchase of office furnishings comply with the Treasury's terms and conditions for use of ARPA funds and the County Purchasing Act.

4. Retain ownership of the YFCRC Site. The Lancaster County Board shall direct disposition of such real and personal property under its control as dispositions become necessary.
5. Lease facility space to the service provider selected pursuant to Paragraphs C. 1-3 below. To the extent that the service provider's lease rate does not fully cover the reasonable costs of maintaining, following initial purchasing, improvement, and furnishing of, the YFCRC Site, the County and the City agree equally to share those costs.
6. The Lancaster County Clerk will be the Clerk of the YFCRC. Upon approval and certification by the Governing Board, the Clerk shall be responsible for payment or disbursement of funds, including grant funds, pursuant to the County's existing accounts payable procedures. For the avoidance of doubt, Region V Systems' behavioral health funds do not constitute YFCRC funds unless any such behavioral health funds are formally transferred from Region V Systems to the YFCRC through an instrument executed by both Region V Systems and the YFCRC.
7. The Lancaster County Attorney will provide legal representation to the YFCRC.
8. The Lancaster County Treasurer will be the Treasurer for the YFCRC. The Treasurer shall establish separate accounts for the YFCRC that shall be maintained within the County's existing accounting system.
9. The Human Services Department will function as the Administrator of the Agreement, providing administrative assistance to the YFCRC, including preparing agendas, minutes, and meeting notices, assisting in preparing the annual budget on behalf of the YFCRC Governing Board, and administration of grants and accounts payable and receivable in a commercially reasonable manner. All YFCRC books, financial records, and accounts may be inspected by the YFCRC Governing Board or a Party for any proper purpose at any commercially reasonable time.

**C. Establishment of Working Group:**

1. The Parties intend to publish and distribute a request for qualifications (RFQ) and a request for proposals (RFP) in compliance with Neb. Rev. Stat. § 71-809 and Neb. Admin. R. & Regs. Tit. 206, Ch.3, § 003, as needed to ensure that a service provider is in place throughout the term of this Agreement to operate a Youth and Family Crisis Response Center.
2. The Governing Board shall:
  - a. Create RFQ and RFP solicitations for potential service providers.
  - b. Review responses to the solicitations and recommend a service provider, based upon the criteria advertised in the RFQ and RFP, for approval from Region V Systems, the Lancaster County Board, and the Division of Behavioral Health (DBH).
  - c. Collaborate with the selected service provider to review the YFCRC design and construction details as necessary for real property improvements.

- d. Perform all other duties necessary to achieve the purpose of this Agreement as agreed upon by the Parties.
3. The Governing Board may in its discretion delegate the duties and obligations of subsection 2. of this section C. to be carried out and performed by the Working Group (defined below).
4. The Parties agree to establish a working group (the “Working Group”) to which the Governing Board may delegate the responsibility to manage the RFQ and RFP. Each Party shall have representatives on the Working Group as set forth below:
  - a. Region V Systems shall appoint the following individuals:
    - i. Three individuals representing the Southeast Region
    - ii. One at large representative
    - iii. Region V Administrator
    - iv. Region V Finance Director
    - v. Region V Clinical Director
    - vi. Region V Director of Child and Family Services
  - b. County shall appoint the following individuals:
    - i. One County Commissioner
    - ii. County Chief Administrative Officer
    - iii. County Human Services Director
  - c. City shall appoint the following individuals:
    - i. One Lincoln Police Department Captain
    - ii. Health Department Community Health Services Manager

**D. Region V Systems agrees to:**

1. Contract with the selected service provider for the services explained in the RFQ and RFP. This Agreement is contingent upon the chosen service provider being able to enroll in the Region V Systems network of providers pursuant to the requirements identified in Neb. Admin. R. & Regs. Tit. 206, Ch.3, § 003.08. Contract renewal between Region V Systems and the service provider will be determined through a performance review pursuant to Neb. Admin. R. & Regs. Tit. 206, Ch.3, § 003.09.
2. Commit up to \$1,150,000 (one million one hundred and fifty thousand dollars) of behavioral funding, annually, to support behavioral health services rendered at the Youth and Family Crisis Response Center and distribute funds to Region V Systems’ service provider. Ongoing funding is contingent upon availability and approval by the Nebraska DHHS Division of Behavioral Health.
3. Provide ongoing network management and monitoring of the operation of the behavioral health services rendered at the Youth and Family Crisis Response Center inclusive of conducting annual program and fiscal audits of Region V Systems funded crisis services.

**E. The City agrees to:**

1. Lincoln Police Department will refer Youth and their families who are experiencing a behavioral health crisis to the YFCRC.
2. Lincoln Lancaster County Health Department will assist in analyzing data collected at the YFCRC.

**ARTICLE IV: AMENDMENT / MERGER**

- A. This Agreement may be amended by a written instrument signed by no fewer than two-thirds of the Governing Board's existing Members. Adding or removing Members from the YFCRC shall be considered an amendment under this provision.
- B. This Agreement contains the entire agreement of the Parties. No additional representations, written or otherwise, were made or relied upon by any Party to this Agreement other than those that are expressly set forth herein.
- C. In the event of a conflict between this Agreement and the Bylaws, this Agreement shall control.

**ARTICLE V: ASSIGNMENT / DELEGATION**

No Party shall assign this Agreement or any right or obligation contained herein without unanimous written approval from the other Parties.

**ARTICLE VI: NOTICE**

The Parties hereto expressly agree that, for purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individual at the corresponding address shall be authorized representative of the Parties:

LANCASTER COUNTY  
Sara Hoyle, Human Services Director  
555 S 10<sup>th</sup> St #107  
Lincoln, NE 68508  
Phone: (402) 441-4944  
Email: [shoyle@lancaster.ne.gov](mailto:shoyle@lancaster.ne.gov)

CITY OF LINCOLN  
Yohance L. Christie  
City of Lincoln Attorney  
555 S. 10<sup>th</sup> St #300  
(402) 441-8812  
Email: [attorney@lincoln.ne.gov](mailto:attorney@lincoln.ne.gov)

REGION V SYSTEMS  
Gale Pohlmann  
57645 Highway 4, Plymouth, Ne 68424  
Phone: 402-656-3733



Email: [jeffco2@jeffersoncountyne.gov](mailto:jeffco2@jeffersoncountyne.gov)

## **ARTICLE VII: TERM / TERMINATION**

- A.** This Agreement shall be in full force and effect starting on the date it is executed by all Parties choosing to participate. Should any of the Parties herein named elect not to execute this Agreement, it shall not invalidate the Agreement, but they will not be included as a Governing Board Member.
- B.** The duration of this Agreement shall be perpetual and will exist until the Agreement is terminated via the process described below.
- C.** Except as may be specified elsewhere in this Agreement, any Member shall have the right to withdraw from this Agreement given sixty (60) days written notice to all Parties; provided that the County may withdraw from this Agreement upon giving one hundred and twenty (120) days written notice to all Parties. Upon the County's withdrawal, the offices of Administrator, Clerk, and Treasurer ("Officers") shall be vacated, and the County Attorney shall cease to provide legal representation to the YFCRC. Within ninety (90) days from the County's notice of withdrawal, the Governing Board shall hold a meeting. At that meeting, the Governing Board will vote as to whether or not to terminate this Agreement. If the vote is to terminate this Agreement, termination shall be effective sixty days after that vote. The Governing Board shall follow the terms of this Agreement with regard to the division of property, if any. If the Governing Board votes to continue this Agreement, then it shall elect an Administrator, Clerk, and Treasurer and appoint or retain new legal representation for the YFCRC. For those newly elected Officers, their offices will become effective upon the completion of the County's 120-day withdrawal period. All Officers shall work together to facilitate the transfer from the County's Officers to the newly elected Officers.
- D.** Any Party who withdraws from this Agreement shall be eligible for reinstatement in the same manner as a new Member may be added to this Agreement.
- E.** This Agreement may be terminated for any reason by a written instrument signed by no fewer than two-thirds of the Governing Boards of existing Members. Such termination shall take effect sixty (60) days after the instrument has been fully executed.
- F.** Upon complete termination of this Agreement, any funds belonging to the YFCRC, after payment of all obligations, liabilities, costs, expenses and other charges validly incurred under this Agreement before the date of termination, shall at the option of the Parties to this Agreement be returned to remaining Parties signatory to this Agreement at the date of

termination, in proportion to their contribution to the financial support of the YFCRC in accordance with the provisions of this Agreement.

### **ARTICLE VIII: PROPERTY**

- A.** The real and personal property for which the County will retain title pursuant to Article III of this Agreement shall be subject to the use and disposition requirements set forth in the Uniform Guidance 2 CFR Part 200, Subpart D and the County Purchasing Act, as deemed appropriate by the County. Such property is excepted from the provisions contained in Article VIII, paragraphs B through G of this Agreement.
- B.** The YFCRC may purchase and hold real and personal property necessary for the operation of the YFCRC. The YFCRC may sell, convey, exchange, or lease any real or personal purchased and owned by the YFCRC in such manner and upon such terms and conditions as may be deemed in the best interest of the YFCRC. After this Agreement is fully executed, a Party may convey any property or property interests to the YFCRC. Upon the Governing Board's accepting the contribution, the YFCRC shall acquire full title to the property or property interest conveyed, and the YFCRC and the contributing Party will take necessary steps to transfer to the YFCRC legal title to such property.
- C.** Any property acquired in the name of the YFCRC during the term of this Agreement shall, upon termination or conclusion of this Agreement, be equitably distributed among the Parties. This equitable distribution shall be based upon the Parties' financial contributions toward the purchase and maintenance of YFCRC the property during the term of this Agreement. The fair market value of a Party's contribution may be substituted for the return of any tangible property in the event of an equitable distribution under this paragraph. Any property liquidated to provide for an equitable distribution based upon fair market value pursuant to this paragraph shall be disposed of as if it were surplus or unusable property.
- D.** In the event that a Party withdraws from this Agreement, an equitable distribution of YFCRC property based upon the Party's initial contribution of such property or property interest transferred to the YFCRC and/or the Party's subsequent financial contributions toward the purchase and maintenance of YFCRC property shall be made to the withdrawing Party. The fair market value of any Party's contribution may be substituted for tangible property in the event of an equitable distribution under this provision. Any property liquidated to provide for an equitable distribution based upon fair market value pursuant to this paragraph shall be disposed of as if it were surplus or unusable property.

- E.** Any property to be purchased or disposed of by the YFCRC shall be purchased or disposed of pursuant to the County Purchasing Act.
- F.** Any surplus or unusable YFCRC property shall be disposed of pursuant to all applicable rules and regulations governing such disposal. The proceeds of any sale or disposal of surplus or unusable YFCRC property shall be equitably distributed among the Parties based upon the Parties' initial contribution of such property or property interest to the YFCRC and/or the Party's subsequent financial contributions toward the purchase and maintenance of such YFCRC property. Any property liquidated to provide for an equitable distribution of property based upon fair market value shall be disposed of pursuant to this paragraph as if it were surplus or unusable YFCRC property.
- G.** An inventory of all YFCRC property and a report on the disposition of any YFCRC property sold, transferred, or disposed of during each YFCRC budget year shall be provided to each Party on or prior to March 1 of the subsequent YFCRC budget year.

#### **ARTICLE IX: GENERAL PROVISIONS**

1. **Indemnification** – Each Party hereto agrees to indemnify, defend, and hold harmless other Members from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and / or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue to the extent it is caused by the negligent acts or omissions of the indemnifying Party, its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other Party gives the indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. This indemnification provision is not the equivalent of purchasing liability insurance and it is not intended to be a waiver of any Party's sovereign immunity under Nebraska law.
2. **Insurance** – The Governing Board is hereby authorized and directed to contract for, carry, and pay the premium on, public liability insurance for the protection of the Governing Board Members, all Member-staff performing services for and/or on behalf of the YFCRC, and all signatories to this Agreement from any loss arising from actions brought against the above named for their lawful performance of the duties, responsibilities, rights and obligations specified in law and by this Agreement. The Board is hereby authorized and directed to contract for, carry and pay the premiums on: insurance coverage for all real property, personal property, vehicles and all other such property designated for use by the

YFCRC, provided that the County shall insure at its own cost real and personal property for which it has retained title pursuant to Article III of this Agreement. The cost for premiums for such insurance coverage as authorized above shall be included in the regular and supplemental YFCRC budgets adopted by the Governing Board.

3. **Independent Legal Representation-** Each Party shall provide for its own legal representation in the event of a dispute among Parties or between a Party and any third party. So long as a conflict does not arise, the Lancaster County Attorney's Office shall provide legal representation to the YFCRC. If a conflict arises such that the Lancaster County Attorney's Office determines in its sole discretion that it cannot ethically represent the YFCRC in any matter or matters, the Lancaster Attorney's Office shall provide written notice of the conflict to each Party. Following such notice, the YFCRC shall engage outside legal counsel in that matter or matters, and the expenses of engaging such outside legal counsel shall be assessed equally amongst the Parties to this Agreement.
4. **Notice of Legal Matter** – Parties shall provide prompt written notice to all other Parties via certified mail if it becomes involved in a legal issue that will affect any other Party or the YFCRC as a whole.
5. **Dispute Resolution-** Any dispute arising out of or relating to this Agreement between Parties shall be reduced to writing and delivered to all other Parties. As soon as possible thereafter, the Party's authorized representatives shall schedule a face-to-face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the commencement of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein. If the Parties are unable to resolve their dispute using the process described above, a Party may commence a legal action against the other Party.
6. **Independent Contractors:** It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the Parties shall not be deemed to be employees of any other Party to this Agreement. The Parties shall be responsible to their own respective employees for all salary and benefits. Employees of the Parties shall not be entitled to any salary or wages from any other Party or to any benefits made to their employees, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave.
7. **Joint Work Product:** Although the Parties to this Agreement do not share legal representation, this Agreement itself is the joint work product of all Parties; accordingly,

in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.

8. **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. The Parties further recognize that this Agreement shall be subject to amendments in laws and regulations and to new laws and regulations. Any law or regulation that invalidates, or is otherwise inconsistent with, the terms of this Agreement or that would cause one or both Parties to be in violation of the law or regulation, shall be deemed to have superseded the terms of this Agreement, provided, however, that the Parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible. Any law or regulation that supplements the abilities of either Party to perform its obligations under this Agreement shall be deemed incorporated within this Agreement if such incorporation may be accomplished without amendment to this Agreement.
9. **Captions:** The captions used in this Agreement are for convenience and are not to be used in the construction of this Agreement.
10. **New Employee Work Eligibility Status:** The Parties hereby agree to use and to require their contractors to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
11. **No Waiver:** The failure of any Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by any Party which is it not obligated to do hereunder shall not be deemed to impose any obligation upon any Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

12. **Nondiscrimination:** The Parties, in the performance of this Agreement, shall not discriminate in violation of Federal or State law or local ordinances. In accordance with state and federal law, the Parties shall not discriminate against any client, participant, employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, age, religion, sex, disability, national origin or similar protected status of the employee or applicant.
13. **Drug Free Policy:** The Parties agree to establish / maintain a drug free workplace policy.
14. **Third Party Rights:** This Agreement does not create any third-party rights for those who are not a Party to this Agreement.
15. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Agreement, as executed, shall be maintained as part of the records of the administrative entity.

This Interlocal Agreement shall be executed when it is signed by all of the following Parties:

**[SIGNATURE PAGES TO FOLLOW]**

EXECUTED THIS 9 day of July, 2024 by LANCASTER COUNTY, NEBRASKA.

BY THE BOARD OF COUNTY COMMISSIONERS OF LANCASTER COUNTY, NEBRASKA

Rick Vest

[Signature]

[Signature]

[Signature]

**SCHULTE ABSENT**

APPROVED AS TO FORM  
This 9th of July, 2024.

[Signature]

Deputy County Attorney for  
PAT CONDON, County Attorney

EXECUTED this 25 day of July, 2024, by the City of Lincoln.

BY: Leirion Gaylor Baird  
Leirion Gaylor Baird, Mayor  
of the City of Lincoln, Nebraska

APPROVED

This 25<sup>th</sup> day of July, 2024.

[Signature]  
City Attorney  
of City of Lincoln, Nebraska



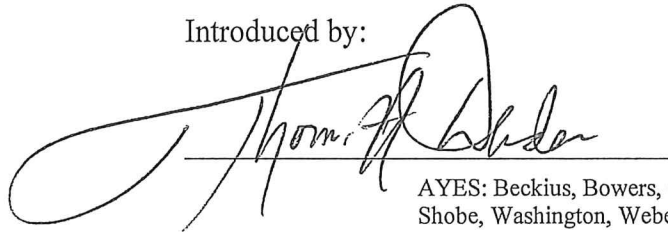
RESOLUTION NO. A- 94687

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

2 That the Interlocal Agreement between the City of Lincoln, Nebraska, the County of  
3 Lancaster County, Nebraska, and Regional Behavioral Health Authority on behalf of Region V  
4 Systems, to create a Youth and Family Crisis Response Center, a copy of which is attached hereto,  
5 marked as Attachment "A", and made a part hereof by reference, is hereby approved, and the  
6 Mayor is authorized to execute said Interlocal Agreement and any necessary amendments thereto  
7 on behalf of the City.

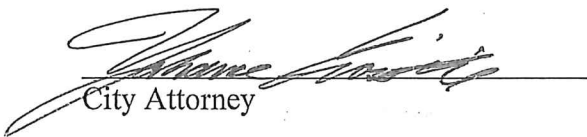
8 The City Clerk is directed to return one fully executed copy of said Interlocal Agreement  
9 to Yohance Christie, City Law Department for transmittal to the parties.


Introduced by:

  
\_\_\_\_\_

Approved as to Form & Legality:

AYES: Beckius, Bowers, Carlson, Duden,  
Shobe, Washington, Weber; NAYS: None.

  
\_\_\_\_\_  
City Attorney

Approved this 25<sup>th</sup> day of July, 2024:  
  
\_\_\_\_\_  
Mayor

ADOPTED  
JUL 15 2024  
BY CITY COUNCIL

EXECUTED this 13<sup>th</sup> day of February, 2024 by REGION V SYSTEMS.

BY THE GOVERNING BOARD OF THE  
REGIONAL BEHAVIORAL HEALTH  
AUTHORITY,

DocuSigned by:

*Gale Pohlmann*

41ECC41093684D9...

Regional Governing Board Representative  
4879-3632-1180, v. 3

ADDENDUM

The County of Lancaster, Nebraska ("County"), the Regional Behavioral Health Authority on behalf of Region V Systems ("Region V Systems"), and the City of Lincoln ("City") hereby agree to the following amendment to the Youth and Family Crisis Response Center Interlocal Agreement:

1. Paragraph III.B.5 shall be replaced with the following:

Lease facility space to the service provider selected pursuant to Paragraphs C. 1-3 below. To the extent that leases of the YFCRC Site, including the service provider's lease, do not fully cover the reasonable costs of maintaining, following initial purchasing, improvement, and furnishing of, the YFCRC Site, the County and the City agree equally to share those costs.

COUNTY:



Sean Flowerday, Chair  
Lancaster County Board of Commissioners

Date: July 9, 2024

APPROVED AS TO FORM:



Deputy County Attorney  
For Pat Condon, County Attorney

CITY:



Leirion Gaylor Baird, Mayor  
City of Lincoln, Nebraska

Date: July 25, 2024

APPROVED AS TO FORM:



City Attorney of  
City of Lincoln, Nebraska

REGION V SYSTEMS:

Date: \_\_\_\_\_

\_\_\_\_\_  
Regional Governing Board Representative