

**AMENDMENT**

THIS AMENDMENT is made and entered into by and between Legal Aid of Nebraska (hereinafter referred to as "Contractor") and the County of Lancaster, Nebraska, (hereinafter referred to as "County"). The Contractor and the County hereinafter may be referred to collectively as the "Parties," and individually as a "Party."

WHEREAS, the Parties entered into an agreement for the provision of legal services executed by the County on July 7, 2015, under County Contract No. C-15-0316, hereinafter referred to as the "Agreement", which is hereby incorporated herein by this reference; and

WHEREAS, the Parties wish to amend the compensation provisions of the Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and any and all amendments thereto, including this Amendment, it is agreed by and between the Parties that the following amendment to the Agreement be made:

1. Amend Paragraph 7. Compensation of the Agreement by substituting the following language:

7) Compensation. The County agrees to pay the Contractor the sum of \$1,554,681.58 to be paid upon presentation of a statement for reimbursement and documentation that services have been provided pursuant to this agreement as follows: \$38,250.83 per month for the first 26 months of this Agreement (July 2015 through August 2017) and \$56,016.00 per month for the final 10 months of this Agreement (September 2017 through June 2018). Statements will be submitted to the County for review prior to any payment for services. The parties agree that this Agreement does not provide compensation in the form of a retainer. The Contractor agrees that it shall not be paid until services have been provided to the County as provided in this Agreement. The parties agree that the compensation paid by the County to the Contractor covers all ordinary costs of representation in these cases including but not limited to items such as overhead costs, telephone costs, postage, supplies, support staff costs, photocopying expenses and attorney's fees. The parties also agree that incidental costs, which include but are not necessarily limited to, depositions, medical records duplication, interpreters, and expert witnesses, are outside the scope of this Agreement. Contractor shall apply to the Separate Juvenile Court of Lancaster County to obtain reimbursement for any of these necessary incidental costs.

All other terms of the original Agreement executed between the Parties under County Contract No. C-15-0316, and any and all amendments thereto, not otherwise inconsistent herewith, shall remain in full force and effect.

EXECUTED this 5<sup>th</sup> day of December, 2017, by Contractor.

BY: 

NAME: D. MILO MUNGARA

TITLE: EXECUTIVE DIRECTOR

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by County.

BY: THE BOARD OF COUNTY  
COMMISSIONERS OF LANCASTER  
COUNTY, NEBRASKA

APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Deputy County Attorney for  
JOE KELLY, County Attorney

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