

## SECOND AMENDMENT

THIS SECOND 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;

WHEREAS, the Parties entered into an amendment to the Agreement on December 12, 2017, under County Contract No. C-17-0937, hereinafter referred to as the "First Amendment", which is hereby incorporated herein by this reference; and

WHEREAS, the Parties wish to enter into this Second Amendment to the Agreement to amend the Agreement, as amended;

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and any and all amendments thereto, including this Second Amendment, it is agreed by and between the Parties that the Agreement, as amended, be amended as follows:

1. Amend Paragraph 1. Term of the Agreement by substituting the following language:
  - 1) Term. The Term of this Agreement shall be for a period of seventy-two months, beginning July 1, 2015, through June 30, 2021.
  
2. Amend Paragraph 3. Representation by substituting the following language:
  - 3) Representation. The Contractor shall be responsible for providing legal representation as provided herein. The Contractor shall provide, through the services of attorneys, and paralegals, where appropriate, all necessary legal services, including but not limited to investigation, legal research, and representation at hearings, in the following types of cases:
    - (a) Abuse or Neglect Cases. Cases filed pursuant to Neb. Rev. Stat. §43-247 (3)(a), (5),(6),(7) and (8) where the Contractor is appointed either Guardian Ad Litem or Attorney. The maximum number of new cases assigned per contract year shall not exceed 220. The total number of active/pending cases shall not exceed 640. If the Contractor has reached the case maximum provided herein and the Juvenile Court wishes to appoint the Contractor to a new case and the Contractor agrees to accept the additional case, the Contractor shall be compensated an additional \$1,778.00 for each case in the

month of the appointment. For purposes of this paragraph, "case" shall mean one client or one group of clients in active/pending cases (including wards(s) when serving as guardian ad litem) regardless of the number of petitions, motions, or supplemental pleadings filed in matters under Neb. Rev. Stat. §43-247 (3)(a), (5),(6), (7) and (8) (but does not include appeals) taken in such matters, involving that client or group of clients in the Separate Juvenile Court of Lancaster County. "Active/pending cases" shall mean cases in which the Contractor is still the attorney of record for a party and the Court has not dismissed the case or terminated jurisdiction over the case.

1. If serving as the Guardian Ad Litem in a (3)(a) case the Contractor may be appointed by the Court in any (3)(b) case relating to the child.
  2. If serving as Attorney in a (3)(a) case, the Contractor may be required to provide legal services in matters of establishment of a child support order concerning the client's support of the child(ren) involved in the (3)(a) case. If a paternity case is filed pursuant to 43-247 (10), and the Contractor is serving as Attorney in a pending (3)(a) case involving the client's same child(ren), the Contractor may be required to attend hearings on the paternity case, but only with regard to the issues of paternity and support, and not with regard to other issues such as custody or visitation.
  3. If a client indicates a desire to file an appeal of a final order, the Contractor will notify the Court, and the Court may either appoint separate counsel to represent the client in an appeal, or authorize the Contractor to pursue the appeal, in which case the appeal will be counted as a separate Abuse/Neglect case under this section.
- (b) Law Violations and Status Offenses. Cases filed pursuant to §43-247 (1), (2), 3(b), 3(c), (4) and (11), in which the Contractor is appointed as either Guardian Ad Litem or Attorney. The maximum number of new cases assigned per contract year shall not exceed 230. The total number of active/open pending cases shall not exceed 350. For purposes of this paragraph, "case" shall mean each new petition, supplemental petition, or motion to revoke probation regardless of whether it is within the same docket and page. "Active/pending cases" shall mean cases in which disposition has not been entered or has been entered with a future court date scheduled. In the event the Contractor has reached the maximum level for new or active/pending cases, they will be paid an additional \$295 for each new law violation/3b case,

if they agree to accept the case. If a client indicates a desire to file an appeal of a final order, the Contractor will notify the Court, and the Court may either appoint separate counsel to represent the client in an appeal, or authorize the Contractor to pursue the appeal, in which case the appeal will be counted as a separate Law Violation/Status case under this section.

- (c) Payment of Exceeding Maximum Number of Cases. If Contractor exceeds the maximum number of new cases outlined above, but is below the maximum number of new cases in the other Subparagraph ((a) or (b)), the payment for accepting cases over the maximum will be offset by the amount represented by the number of cases below the maximum multiplied by the per case rate.
- (d) Drug Court Cases. For purposes of Section 3(a) and (b) above, any “case” involving appointment of Contractor to representation in the Family Drug Court or the Juvenile Drug Court of the Separate Juvenile Court of Lancaster County shall count as 1.5 cases solely for purposes of calculating the maximum number of new cases and active/pending cases pursuant to Section 3(a) and (b). The dollar amounts provided in Section 3(a) and (b) above for payment in cases accepted by the Contractor in excess of the maximum number of new cases and/or active/pending cases shall not be affected by the provisions of this Section 3(d).

All other terms of the Agreement, as amended, not in conflict with this Second Amendment, shall remain in full force and effect. The Parties do hereby agree to all the terms and conditions of this Second Amendment. This Second Amendment shall be binding upon the Parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

EXECUTED this 2nd day of July, 2018 by Contractor.

BY: 

NAME: MILO MUNGAARD

TITLE: EXECUTIVE DIRECTOR  
LEGAL AID OF NEBRASKA

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 \_\_

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Deputy County Attorney for  
PATRICK CONDON, County Attorney

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