

AMENDMENT

THIS AMENDMENT, is entered into by and between DeMars Gordon Olson Zalewski & Wynner Law Firm (hereinafter the "Contractor") and Lancaster County, Nebraska, a political subdivision of the State of Nebraska (hereinafter the "County").

WHEREAS, the parties entered into an Agreement executed by the County on November 17, 2009, under County Contract Number C-09-0597, for legal representation of indigent persons who face contempt of court proceedings for failure to pay child support as ordered, and indigent individuals who are the respondents in civil actions to establish paternity and determine child and medical support under Neb. Rev. Stat. § 43-512.03;

WHEREAS, the parties entered into an Amendment to the Agreement, executed by the County on November 27, 2012, under County Contract Number C-12-0662, to extend the term of the agreement to December 31, 2015;

WHEREAS, the parties entered into an Amendment to the Agreement, executed by the County on April 29, 2014, under County Contract Number C-14-0226, to add service fees as reimbursable costs under the original agreement;

WHEREAS, the parties have entered into Amendments to the Agreement to change the Contractor's personnel authorized to provide services under the Agreement in County Contract Numbers C-11-0608; C-13-0115; C-15-0213; C-16-0024 and C-16-0646.

WHEREAS, the parties entered into an Amendment to the Agreement, executed by the County on January 5, 2016, under County Contract Number C-16-0024, to, among other things, extend the term of the Agreement to December 31, 2018;

WHEREAS, the parties both desire to extend the terms of the Agreement to December 31, 2021.

WHEREAS, the Contractor requests compensation for fees associated with the filing of an appeal.

WHEREAS, the Contractor shall be appointed in specific cases where the county attorney has filed a complaint to establish paternity and child support of a subsequent child along with a modification of the prior order of support. These appointments are limited to these specific cases where there is an after born child of the same mother and father. While the cases are filed under the prior court docket and page, they shall be treated as new filings and shall count toward the maximum number of new cases.

WHEREAS, the parties wish to amend the Agreement to reflect the above changes.

NOW, THEREFORE, in consideration of the mutual covenants contained in the November 17, 2009, Agreement under County Contract Number C-09-0597 and hereinafter, it is agreed by and between the parties that the following amendment to the Agreement be made:

1. Amend Section (1) Terms, by substituting the following:
 - 1) Terms. The term of this Agreement shall be for a period of three years, beginning January 1, 2019, and ending December 31, 2021.
2. Amend Part (b) Paternity, Child Support and Medical Support Establishment, of Section (3) Representation to add the following:
 - b) Paternity, Child Support and Medical Support Establishment. The Contractor will accept the County's appointed cases for modifications and complaints to establish paternity and support in cases where the same parents have a subsequent child. Each case will count toward the maximum number of new cases assigned per contract year based as per stated in said paragraph on County Contract Number C-09-0597.
3. Amend Section (5) Compensation, by substituting the following:

5) Compensation. The County agrees to pay the Contractor the sum of \$89,597 for the first year; \$91,389 for the second year; and \$93,217 for the third year, to be paid upon presentment of a statement for reimbursement and documentation that services have been provided pursuant to this agreement in 12 equal monthly payments. Statements will be submitted to the County for review prior to any payment for services. The parties agree that the agreement does not provide for compensation in the form of a retainer. The Contractor agrees that it shall not be paid until services have been provided in this agreement. The parties agree that the compensation paid by the County to the Contractor covers all ordinary costs, telephone costs, postage, supplies, support staff costs, photocopying expenses and attorneys' fees. The parties also agree that incidental costs, which include but are not necessarily limited to, service fees, depositions, medical records, duplication, interpreters, and expert witnesses, are outside the scope of this Agreement. Contractor shall apply to the District Court of Lancaster County to obtain reimbursement for any of these necessary and incidental costs.

The County will also pay the sum of \$1,500 per appeal for each appeal to the Nebraska Court of Appeals or the Supreme Court of Nebraska, when directed by the client to file an appeal as a matter of right. Documentation of time spent available on request.

4 All other terms and conditions of the Agreement not inconsistent with the terms of this Amendment shall remain in full force and effect.

Executed by the Contractor, this ____ day of _____, 20__.

OLSON ZALEWSKI WYNNER LLP

BY: _____

TITLE: _____

Executed by Lancaster County, Nebraska, this ____ day of _____, 20__.

THE COUNTY BOARD OF COMMISSIONERS OF
LANCASTER COUNTY, NEBRASKA

APPROVED AS TO FORM

this ____ day of _____, 20__.

Deputy County Attorney
for PATRICK CONDON
Lancaster County Attorney

