

AMENDMENT

This Amendment is entered into on this _____ day of _____, 2019, by and between the County of Lancaster, Nebraska, hereinafter referred to as “the County” and the Board of Regents of the University of Nebraska, on behalf of the University of Nebraska – Lincoln and its Children’s Justice Clinic at the University of Nebraska, hereinafter referred to as “the Contractor.” Collectively the County and the Contractor may be referred to as “Parties,” and individually each may be referred to as a “Party.”

WHEREAS, on June 13, 2017, the Parties entered into an Agreement, under County Contract No. C-17-0422, for the Contractor to provide legal representation to indigent clients in proceedings arising pursuant to Neb. Rev. Stat. § 43-247(3)(a) in the Separate Juvenile Court of Lancaster County, as well as related proceedings arising pursuant to Neb. Rev. Stat. § 43-247(3)(b); and

WHEREAS, the Parties wish for the Contractor to provide legal representation to indigent clients in proceedings arising pursuant to not only Neb. Rev. Stat. § 43-247(3)(a) and (3)(b), but also Neb. Rev. Stat. § 43-247(1), (2), and (4);

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the Parties as follows:

- 1) Section 3) of the Agreement is hereby replaced with the following:
 - 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) where the Contractor is appointed as Guardian Ad Litem.
 1. For purposes of Section 3)(a) of this Agreement, “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) (but does not include appeals taken in such matters), involving that client or group of clients in the Separate Juvenile Court of Lancaster County.

2. When serving as the Guardian Ad Litem to a client in a Neb. Rev. Stat. § 43-247(3)(a) case, the Contractor may be appointed by the Court in any Neb. Rev. Stat. § 43-247(3)(b) case relating to that client.
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, and such an appeal will be counted as a separate case under Section 3)(a) of this Agreement.

(b) Law Violations. Cases filed pursuant to Neb. Rev. Stat. § 43-247 (1), (2), or (4) where the Contractor is appointed as Guardian Ad Litem.

1. For purposes of Section 3)(b) of this Agreement, “case” shall mean each new petition, supplemental petition, or motion to revoke probation regardless of whether it is within the same docket and page.
2. 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 case under Section 3)(b) of this Agreement.

The Contractor shall be compensated as provided in Section 6) of this Agreement for each case to which the Contractor is appointed pursuant to Sections 3)(a) and (b) of this Agreement in the calendar month of the appointment.

- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the Parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

Executed by the Contractor, this 5th day of March, 2019.

BY: **Jeanne Wicks** Digitally signed by Jeanne Wicks
DN: cn=Jeanne Wicks, o=University of Nebraska-Lincoln,
ou=GSP Director, email=jwicks2@unl.edu, c=US
Date: 2019.03.05 14:18:38 -0600

NAME: Jeanne Wicks

TITLE: Director, Office of Sponsored Programs

On Behalf of

THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

Executed by the County, this _____ day of _____, 2019.

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM:

This _____ day of _____, 2019,

For Patrick Condon
Lancaster County Attorney