

SECOND AMENDMENT

This Second 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);

WHEREAS, on March 12, 2019, the Parties entered into an Amendment to the Agreement, under County Contract No. C-19-0220 (“First Amendment”), 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); and

WHEREAS, the Parties wish to amend the Agreement to provide for different rates of compensation in cases arising under: (a) Neb. Rev. Stat. § 43-247(3)(a); and (b) Neb. Rev. Stat. § 42-247(1), (2), (3)(b), and (4);

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

- 1) Section 6) of the Agreement is hereby replaced with the following:
 - 6) Compensation. The County agrees to pay the Contractor in the calendar month of the appointment in the amount of:
 - (a) \$1,778.00 per case to which the Contractor is appointed by the Court in matters arising under Neb. Rev. Stat. § 43-247(3)(a); and
 - (b) \$460.00 per case to which the Contractor is appointed by the Court in matters arising under Neb. Rev. Stat. § 43-247(1), (2), (3)(b) or (4).
- 2) All other provisions of the Agreement, 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 by the Contractor, this 10th day of May, 2019.

BY: Jeanne Wicks Digitally signed by Jeanne Wicks
DN: cn=Jeanne Wicks, o=University of Nebraska-Lincoln,
ou=OSP Director, email=jwicks2@unl.edu, c=US
Date: 2019.05.10 12:37:25 -0500

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