

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 14 day of February, 2019 and is made between Montgomery County, Texas ("County") and Chris Allen, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the ~~24~~ day of ~~February~~ 2019; and June 8 ¹⁰ 2019; and 12

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:


'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'


d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.
4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE
Dated: FEB 26 2019

By: 
Chris Allen (CONTRACT ATTORNEY)
Dated: February 14, 2019.

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 15th day of February, 2019 and is made between Montgomery County, Texas ("County") and Bertol Baker IV, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

I. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

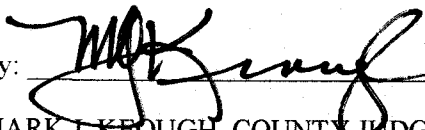
'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.
4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
(CONTRACT ATTORNEY)

Dated: 2-15-19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 19th day of February, 2019 and is made between Montgomery County, Texas ("County") and Wendy Baker, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article '**III. GENERAL PROVISIONS**' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.

3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 

(CONTRACT ATTORNEY)

Dated: 2/19/19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 13th day of February, 2019 and is made between Montgomery County, Texas ("County") and Robbie Barker, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 12 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.

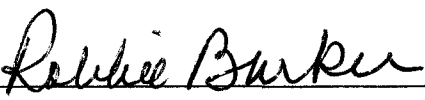
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 

(CONTRACT ATTORNEY)

Dated: 2-12-19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 5th day of February, 2019 and is made between Montgomery County, Texas ("County") and Robert Burton, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 12 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.
4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
Robert Bortner (CONTRACT ATTORNEY)

Dated: 2/15/19

FEB 26 2019

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 11th day of February, 2019 and is made between Montgomery County, Texas ("County") and Katherine Birk, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the ~~11th~~ day of ~~February~~ 12 NOV ~~2018~~; and June 8 NOV

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.

3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
(CONTRACT ATTORNEY)

Dated: 2/11/19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 11th day of February, 2019 and is made between Montgomery County, Texas ("County") and Celeste Blackburn licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the ~~11th~~ day of ~~February~~ 2019, and June 26 ²⁰¹⁹ _{8 (NO)}

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

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'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

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3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
Celeste Blackburn (CONTRACT ATTORNEY)

Dated: 2-11-19

CELESTE BLACKBURN, PLLC

ATTORNEY AT LAW

BOARD CERTIFIED – CRIMINAL LAW – TEXAS BOARD OF LEGAL SPECIALIZATION

333 N. RIVERSHIRE DRIVE; SUITE 285

CONROE, TEXAS 77304

Office: (936)703-5000 Fax: (877)900-2822 celesteburn@gmail.com

February 11, 2019

Nathan Jensen
Director of Court Administration
301 North Main, Suite 304
Conroe, Texas 77301

Mr. Jensen,

Enclosed is an original signature of the First Amendment to Contract for Felony Indigent Defense Program.

Sincerely,



Celeste Blackburn

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the ~~1st~~ first day of March, 2019 and is made between Montgomery County, Texas ("County") and David Bluestein a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018 and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article '**III. GENERAL PROVISIONS**' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.

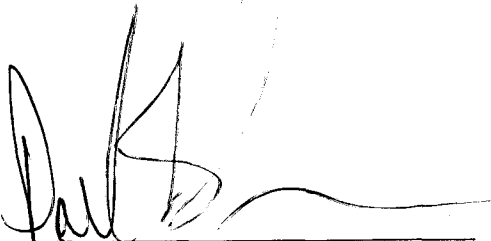
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 

(CONTRACT ATTORNEY)

Dated: 2/15/2019

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 11th day of February, 2019 and is made between Montgomery County, Texas ("County") and E. TAY BOND, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:


'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'


d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.
4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE
Dated:
FEB 26 2019

By: 

(CONTRACT ATTORNEY)
Dated:

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 15th day of February, 2019 and is made between Montgomery County, Texas ("County") and Kristen Brown, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article '**III. GENERAL PROVISIONS**' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.

3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
Kristen Brown (CONTRACT ATTORNEY)

Dated: 2/15/19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 19th day of February, 2019 and is made between Montgomery County, Texas ("County") and Alexis Bruegger, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the ~~19th~~ day of ~~February~~ 2019; and 26th (ND) 8 (ND)

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

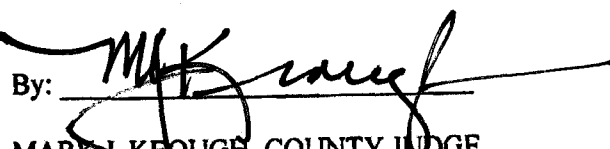
'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

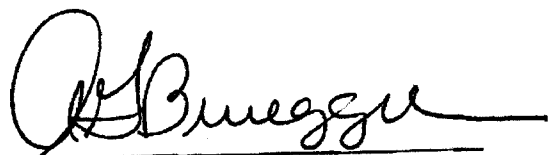
d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.
4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE
Dated: FEB 26 2019

By: 
Alexis Brugger (CONTRACT ATTORNEY)
Dated: 2/19/19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 15th day of February, 2019 and is made between Montgomery County, Texas ("County") and DUSTAN CAEN, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:


'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:


'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.
4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
BRIAN CAIN (CONTRACT ATTORNEY)

Dated: February 15, 2019

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 13th day of February, 2019 and is made between Montgomery County, Texas ("County") and Inger H. Chandler, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.

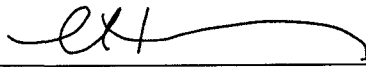
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
Inger Chandler (CONTRACT ATTORNEY)

Dated: February 13, 2019

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 15th day of February, 2019 and is made between Montgomery County, Texas ("County") and Lucia Crespo, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

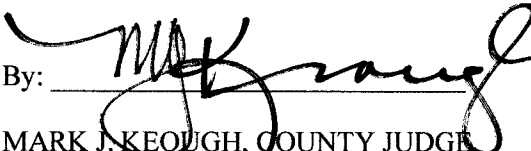
'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.

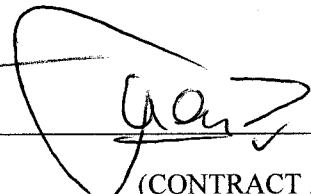
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: **FEB 26 2019**

By: 
(CONTRACT ATTORNEY)

Dated: 02/15/19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 19th day of February, 2019 and is made between Montgomery County, Texas ("County") and Jerald Crow, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article '**III. GENERAL PROVISIONS**' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.

3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
Gerald D. Crow
(CONTRACT ATTORNEY)

Dated: 2-19-19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 19th day of February, 2019 and is made between Montgomery County, Texas ("County") and Nicole Czajkowski, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.

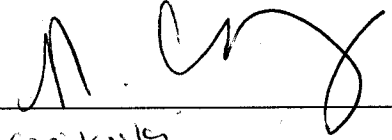
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
Nicole (Raj) Kasler
(CONTRACT ATTORNEY)

Dated: 2-19-19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 11th day of February, 2019 and is made between Montgomery County, Texas ("County") and Anthony Duckworth, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

I. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

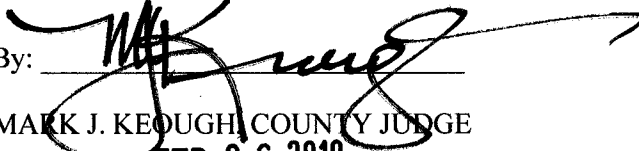
'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:


'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.
4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
Anthony Duchwork (CONTRACT ATTORNEY)

Dated: 02-11-2019

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 12th day of February, 2019 and is made between Montgomery County, Texas ("County") and Jeremy D. Finch, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges ~~trying felony criminal cases on a regular basis:~~ (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.


3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
Terence L. Smith (CONTRACT ATTORNEY)

Dated: 2/26/2019

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the _____ day of _____, 2019 and is made between Montgomery County, Texas ("County") and C. DeAndre' Gibbs, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

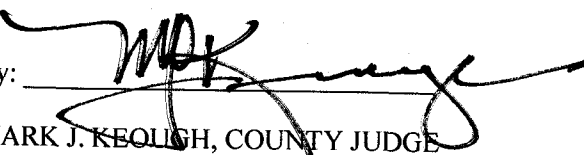
'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.

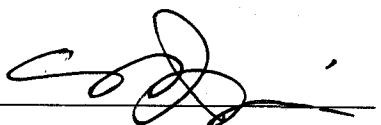
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
C. DeAndre' Gibbs (CONTRACT ATTORNEY)

Dated: 2/19/2019

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 15th day of February, 2019 and is made between Montgomery County, Texas ("County") and Gregory L. Gaines, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:


'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.
4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
Gregory L. Gains (CONTRACT ATTORNEY)

Dated: 2/19/19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 18 day of Feb, 2019 and is made between Montgomery County, Texas ("County") and James Tucker Graves, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.
4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
June Tucker Grand (CONTRACT ATTORNEY)

Dated: 2-18-19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 19 day of February, 2019 and is made between Montgomery County, Texas ("County") and John C. Hentley, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article '**III. GENERAL PROVISIONS**' is amended to read in full as:

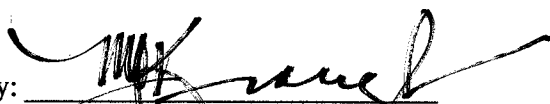
'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.

3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 

MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 

John C. Hartley (CONTRACT ATTORNEY)

Dated: 2/19/19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 13 day of Feb, 2019 and is made between Montgomery County, Texas ("County") and William B. Harrison, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the ~~26~~ day of ~~February~~ 2018; and June 8 26 (M)

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

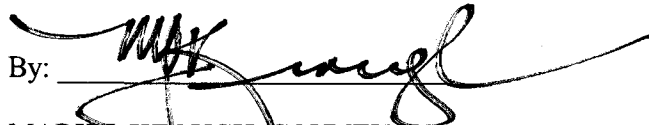
'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.

3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

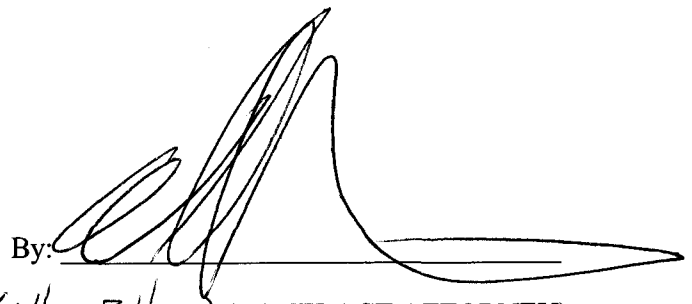
MONTGOMERY COUNTY, TEXAS

By: 

MARK J. KEOUGH, COUNTY JUDGE

FEB 26 2019

Dated: _____

By: 

William E. Hanna (CONTRACT ATTORNEY)

Dated: 2/11/19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 19 day of February, 2019 and is made between Montgomery County, Texas ("County") and Jeffrey Holt, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.


3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
Jeffrey Hill (CONTRACT ATTORNEY)

Dated: 2/19/19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 19th day of February, 2019 and is made between Montgomery County, Texas ("County") and Andrea Kolski, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.

3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
Andrea Kolski (CONTRACT ATTORNEY)

Dated: 2-19-19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 15th day of February, 2019 and is made between Montgomery County, Texas ("County") and Joseph Krippel, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:


'IV. GENERAL PROVISIONS'.

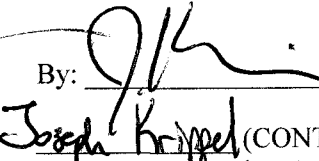
2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.

3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE
Dated: FEB 26 2019

By: 
Joseph Kruppel (CONTRACT ATTORNEY)
Dated: 2/15/19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 13th day of February, 2019 and is made between Montgomery County, Texas ("County") and Jo Ann Linzer, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the ~~13th~~ day of ~~February~~ June 2018; and 26th (NO)

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.
4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
John Linas (CONTRACT ATTORNEY)

Dated: 2/13/19

FEB 26 2019

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 15th day of February, 2019 and is made between Montgomery County, Texas ("County") and Wendy L. Little, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

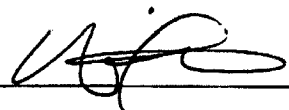
'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.
4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
Wendy L. Little (CONTRACT ATTORNEY)

Dated: 15 February 2019

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 16 day of February, 2019 and is made between Montgomery County, Texas ("County") and Jose Mata, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.

3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 

MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 

Jose Mata (CONTRACT ATTORNEY)

Dated: 2/19/19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the _____ day of February, 2019 and is made between Montgomery County, Texas ("County") and Lawrence C. McCotter, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article '**III. GENERAL PROVISIONS**' is amended to read in full as:

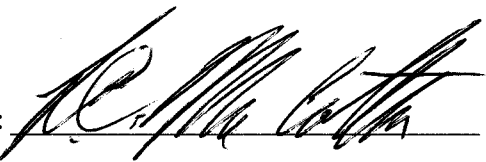
'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.
4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: **FEB 26 2019**

By: 
Lawrence C. McCotter (CONTRACT ATTORNEY)

Dated: February 19, 2019

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 19th day of February, 2019 and is made between Montgomery County, Texas ("County") and Gary S. Miller, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

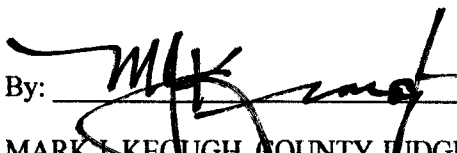
'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'


d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.
4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE
Dated: FEB 26 2019

By: 
Gary S. Miller (CONTRACT ATTORNEY)
Dated: 2/18/2019

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 19th day of February, 2019 and is made between Montgomery County, Texas ("County") and Matthew Neufeld, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the ~~19th~~ day of ~~February~~ 2019; and June 8 26th (NS)

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

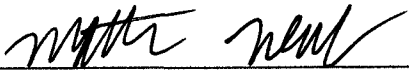
2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.
4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 

MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 

_____(CONTRACT ATTORNEY)

Dated: 2/19/19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 14 day of February, 2019 and is made between Montgomery County, Texas ("County") and William Patisillo, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the ~~12~~ day of ~~February~~ 2018; and
June 8 12 (NJ)

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.


3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK I. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
William Patisso (CONTRACT ATTORNEY)

Dated: February 14, 2019.

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 11th day of February, 2019 and is made between Montgomery County, Texas ("County") and Darin J. Ray, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

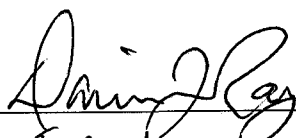
'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.
4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
Darin J. Ray (CONTRACT ATTORNEY)

Dated: 02-11-2019

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 13th day of February, 2019 and is made between Montgomery County, Texas ("County") and Judith Shields, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.

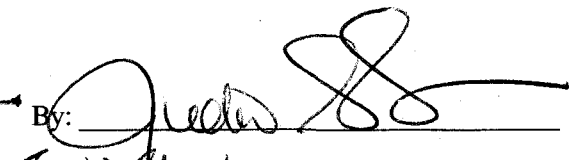
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: _____

By: 
Judith Smith (CONTRACT ATTORNEY)

Dated: 2-13-19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 14th day of February, 2019 and is made between Montgomery County, Texas ("County") and Oscar Sommers, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 12 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.

3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 

(CONTRACT ATTORNEY)

Dated: 2/14/19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 12th day of February, 2019 and is made between Montgomery County, Texas ("County") and Grant Steward, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:

'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.

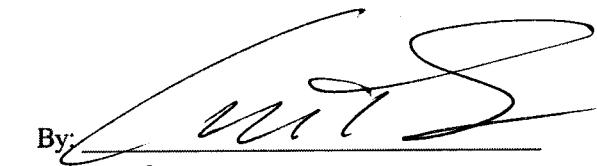
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 
MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 
Grant Stevens (CONTRACT ATTORNEY)

Dated: 2/12/19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 19 day of FEBRUARY, 2019 and is made between Montgomery County, Texas ("County") and MICHAEL VALDEZ, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 12 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:


'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.
4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 

MARK J. KEOUGH, COUNTY JUDGE

Dated: **FEB 26 2019**

By: 

(CONTRACT ATTORNEY)

Dated: **02/19/2019**

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 13 day of February 2019 and is made between Montgomery County, Texas ("County") and Dennis V YATES, a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the ~~13~~ day of ~~Feb~~ June 2018; and 26 (N)

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a regular basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

c) Article III (C) is amended to read in full as:


'C. Expenses: Investigation and Experts. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Code of Criminal Procedure. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.'

d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

'IV. GENERAL PROVISIONS'.

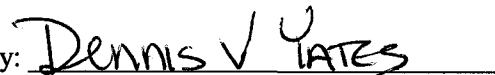
2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.
3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.
4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 

MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 

_____(CONTRACT ATTORNEY)

Dated: 2/13/19

FIRST AMENDMENT TO CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This First Amendment to Contract for Felony Indigent Defense Program ("First Amendment") is dated the 12th day of FEBRUARY, 2019 and is made between Montgomery County, Texas ("County") and JARROD L. WALKER a licensed attorney in the State of Texas ("Contract Attorney"), parties to the CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM ("Contract") which was made effective the 1st day of July, 2018, for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas ("the Program").

WHEREAS the County Judge of Montgomery County, on behalf of Montgomery County Commissioners Court ("Court"), approved and executed the Contract and its attachments on the 26 day of June 2018; and

WHEREAS Rule §174.24, Title 1, of the Texas Administrative Code requires certain elements in a contract for indigent defense services; and

WHEREAS the Court and Contract Attorney are desirous of amendments to the Contract to remain in compliance with the requirements of Rule §174.24, Title 1, of the Texas Administrative Code;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Contract Attorney agree as follows:

1. The Contract is amended in the following respects:

a) Article I (D) is amended to read in full as:

'D. The MCOCA shall provide the following appointment information data to the District Judges ~~trying felony criminal cases on a regular basis:~~ (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.'

b) Article III (B) is amended to read in full as:

'B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made upon approval by the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.'

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d) The title of Article 'III. GENERAL PROVISIONS' is amended to read in full as:

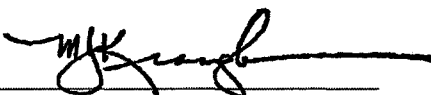
'IV. GENERAL PROVISIONS'.

2. Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract or any earlier amendment(s), the terms of this First Amendment will prevail.

3. This First Amendment shall attach to, be incorporated within and read together with, the Contract. Both Contract and First Amendment shall constitute one agreement.

4. This First Amendment shall be made effective this 1st day of March, 2019.

MONTGOMERY COUNTY, TEXAS

By: 

MARK J. KEOUGH, COUNTY JUDGE

Dated: FEB 26 2019

By: 

JARROD L. WALKER (CONTRACT ATTORNEY)

Dated: 2/12/19

#3 912
FEB 26 2019

Consent-Office of Court Admin

Commissioners Court-Regular Meeting

TO: Montgomery County Commissioners' Court

FROM: Nathan Jensen, Director of Court Administration

DATE: 02/26/2019

SUBJECT: Consider and approve the appointment of County Judge Mark J. Keough to the Court Security Committee.

Attachments

Court Security Committee Appt



Office of Court Administration
Montgomery County

Hon. Jennifer Robin, District Courts
Hon. Dennis Watson, County Courts at Law

Nathan Jensen, Director
Berenice Greathouse, Manager
Paul Damico, Associate Judge

MEMO

From: Nathan Jensen, Director of Court Administration

NJ

To: Judge Mark Keough, County Judge

Date: February 20, 2019

RE: Commissioner's Court February 26, 2019

Please place the following item on the Open agenda for Commissioners Court February 26, 2019:

Consider and approve appointment of County Judge Mark J. Keough to the Court Security Committee.