

JAN 26 2021

**FIRST AMENDMENT TO CONTRACT FOR LEGAL REPRESENTATION  
OF ELIGIBLE INDIGENT JUVENILES**

This First Amendment (hereinafter referred to as "First Amendment") to *Contract for Legal Representation of Eligible Indigent Juveniles* (hereinafter referred to as "Contract") is entered into by and between **Montgomery County, Texas** ("County") and **William Pattillo III, Chris Allen, and Carolyn Atkinson**, individually and on behalf of The Law Office of William Pattillo (collectively referred to as "Contractor"), referred to individually as a "Party" and collectively as the "Parties", is agreed to and executed by the authorized representatives of the Parties hereto, and is made effective on the date stated herein.

**WITNESSETH:**

**WHEREAS** County and Contractor, initially entered into the Contract on or about June 28, 2016, and said Contract was duly renewed for one (1) three-year period on May 28, 2019; and

**WHEREAS** legislative changes enacted since the date the Contract was initially executed, as codified under Texas Code of Criminal Procedure, Art. 26.05(d) and 26.052(h), impact certain provisions governing reimbursement of investigative and expert witness expenses under the Contract, for the duration of the remaining term under the Contract; and

**WHEREAS** the Parties accordingly desire to amend said provisions of the Contract, in compliance with applicable laws as amended, as stated herein below.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and benefits set forth herein, County and Contractor agree as follows:

1. The Contract is amended in the following respects:
  - a) Article VIII of the Contract (on page 2) is deleted in its entirety and the following language substituted therefor:

**"VIII. WITNESS AND OTHER LITIGATION EXPENSES**

Contractor 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."

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)/renewals, the terms of this First Amendment will prevail.

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

EXECUTED and made effective on the      day of JAN 26 2021, 2021.

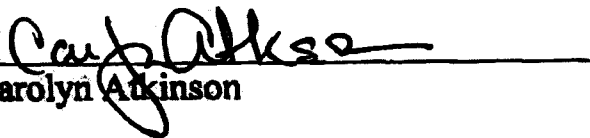
**CONTRACTOR**

(Individually and on behalf of the Law Office of William Pattillo)

**MONTGOMERY COUNTY, TEXAS**

  
\_\_\_\_\_  
William L. Pattillo III

  
\_\_\_\_\_  
Chris Allen

  
\_\_\_\_\_  
Carolyn Atkinson

  
\_\_\_\_\_  
Mark J. Keough, County Judge

  
\_\_\_\_\_  
Robert C. Walker, Commissioner Pct. 1

  
\_\_\_\_\_  
Charlie Riley, Commissioner Pct. 2

  
\_\_\_\_\_  
James Moack, Commissioner Pct. 3

  
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James Metts, Commissioner Pct. 4