

**FIRST AMENDMENT GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
TOM GREEN COUNTY DISTRICT ATTORNEY'S OFFICE**

OAG Contract No. 1333277-01

This contract amendment is executed between the Office of the Attorney General (OAG) and Tom Green County District Attorney's Office (GRANTEE) for certain grant funds. The Office of the Attorney General and GRANTEE may be referred to in this contract individually as "Party" or collectively as "Parties."

INDUCEMENTS

Whereas, the OAG and GRANTEE agreed to and executed that certain grant contract between the OAG and GRANTEE ("Original Contract").

Whereas, the OAG and GRANTEE desire to amend the terms of the Original Contract as set forth herein and intend to create a new contract consisting of the amended provision of this "First Amendment Contract" and the remaining unchanged provisions of the Original Contract.

NOW, THEREFORE, in consideration of the inducements, mutual covenants and conditions herein contained, the Parties agree as follows:

SECTION 1. AMENDMENT TO SECTION 3.2, Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions.

The OAG and GRANTEE agree to amend the Original Contract by amending Section 3.2 to read as follows:

3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions. The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached First Amended Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached First Amended Exhibit A. The final Narrative, as submitted by GRANTEE, and as further modified by the OAG, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract.

SECTION 2. AMENDMENT TO SECTION 5.2, Maximum Liability of OAG.

The OAG and GRANTEE agree to amend the Original Contract by amending Section 5.2 to read as follows:

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached First Amended Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

SECTION 3. ENTIRE AGREEMENT

The entire agreement between the OAG and GRANTEE consists of the new provision of this First Amendment Contract and remaining unchanged provisions of the Original Contract.

**OFFICE OF THE ATTORNEY
GENERAL**

Printed Name: _____
Office of the Attorney General

**TOM GREEN COUNTY DISTRICT
ATTORNEY'S OFFICE**



Printed Name: **Michael D. "Mike" Brown**
Authorized Official: **Tom Green County Judge**

FIRST AMENDED EXHIBIT A

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Maximum Liability of the OAG. The OAG and GRANTEE stipulate and agree that the total liability of the OAG to GRANTEE directly or indirectly arising out of this contract and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance herein, shall not exceed the following:

**FORTY-FOUR THOUSAND SIX HUNDRED SIXTY-NINE AND 00/100 (\$44,669.00)
DOLLARS**

Budget. Subject to the limitations within this contract, the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

Budget Category	State Fiscal Year 2013	State Fiscal Year 2013 <i>Additional Funds Due to Retained Savings</i>
Personnel	\$28,637.00	\$2,092.00
Fringe Benefits	\$13,363.00	\$330.00
Professional & Consultant Services	\$0.00	\$0.00
Travel	\$0.00	\$0.00
Equipment	\$0.00	\$0.00
Supplies	\$0.00	\$247.00
Other Direct Operating Expenses	\$0.00	\$0.00
Subtotal	\$42,000.00	\$2,669.00
Total		\$44,669.00