

MODIFICATION OF CONTRACT

Page of

Pages

1

1

1A. Contract No.
405-12-21088

1B. Order No.
NA

2. Modification
No.1

3. Effective Date
Upon execution

4. Issued By:

Texas Department of Public Safety
P.O. Box 4087
Austin Texas 78773

5. Name and Address of Contractor

Polk County
602 E. Church St.
Livingston, Texas 77351

6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER: Attachment 2, Terms and Conditions document, Item 24: Written Modification.

7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 ORIGINAL TO THE ISSUING OFFICE.

8. PURPOSE OF MODIFICATION: Is to correct, update and clarify the language in the original document information to facilitate invoicing, payment and reporting related to all activities of the awarded grant.

9. DESCRIPTION OF MODIFICATION: Changes made to the grant award sections identified below are identified with an underline. All other areas of the grant award documents remain the same.

ATTACHMENT 2, TERMS AND CONDITIONS.

2. Purpose: The Texas Department of Public Safety (TXDPS, Texas Division of Emergency Management (TDEM) receives federal funds to support an all-hazards approach to emergency response. The Emergency Management Performance Grant (EMPG) funds may be used for a range of purposes, including authorized equipment and emergency management-related training activities to enhance the capabilities of State and local emergency management personnel. TXDPS has determined that awarding these funds to Polk County (Grantee) is in the best interest of the State to improve emergency response capabilities.

6. Financial and Administrative Requirements: This program is funded with federal Emergency Management Performance Grant (EMPG) grant funds, and as such, the Grantee agrees to comply with all applicable rules, regulations, and guidelines.

7. Amounts Budgeted:

b. TXDPS/TDEM may grant an extension to the grantee if requested at least 30 days prior to the grant performance period end date.

c. Any unexpended funds will be de-obligated by TXDPS/TDEM after the final invoice date identified in paragraph 9c below.

8. Allowable Costs:

b. Be necessary and reasonable to accomplish the project objectives.

e. Be incurred (and be for work performed) during the performance period of this grant award.

9. Reimbursement:

c. Invoices received after April 30, 2012 will not be accepted unless TXDPS/TDEM provides written authorization for the submission of invoices past these dates or an extension is granted prior to the performance period end date.

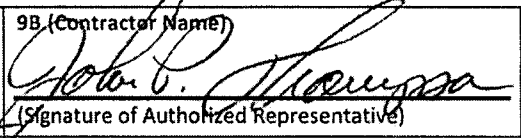
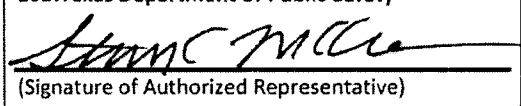
17. Inventory: Grantees must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards, Part III, Subpart C, § .32, Equipment.

(www.tsl.state.tx.us/ld/funding/OnlineGrantHandbook/UGMS_Equipment.html)

23. Add. The funds designated for this contract are contingent upon the availability of federal funds. If these funds are not available or withdrawn for any reason, this contract may be terminated immediately, without penalty, by TXDPS.

24. Written Modification: No modification or amendment to this agreement shall become valid unless in writing and signed by both parties prior to implementation of said modification.

Except as provide herein, all terms and conditions of the contract reference above, as hereto changed, remain unchanged and in full force and effect.

9A. Name and Title of Authorized Representative (Type or Print) John P. Thompson Polk County Judge	9B. (Contractor Name)  (Signature of Authorized Representative)	9C. Date Signed 5/8/12
10A. Authorized Representative Steven C. McCraw, Director	10B. Texas Department of Public Safety  (Signature of Authorized Representative)	10C. Date Signed 4/17/12