

- C. Other Statutory Liability. This Agreement is not intended to limit any statutory liability of the Requesting County to pay for services provided by Fort Bend County when the funds certified by the Requesting County are no longer sufficient to compensate Fort Bend County for the services provided under this Agreement.
- D. Overdue Payments. It is understood and agreed that chapter 2251 of the Texas Government Code applies to late payments.

V.  
RESPONSIBILITY FOR CLAIMS

To the extent allowed by law, Requesting County expressly agrees and acknowledges that Requesting County shall be responsible for any and all claims, causes of action, suits, losses, damages, and liability of any kind, including all litigation expenses, court costs, and attorney's fees, for any person's injury or death, or for damage to any property arising in connection with the investigative services performed for Requesting County under this agreement, other than for willful or malicious acts or omissions by the medical examiner or any other Fort Bend County officer, agent, or employee, for which liability, if any, shall be determined under Texas law.

VI.  
TERMINATION

- A. Without Notice. If the Requesting County defaults in the payment of any obligation in this Agreement, Fort Bend County is authorized to terminate this Agreement immediately without notice.
- B. With Notice. It is understood and agreed that either party may terminate this Agreement prior to the expiration of the term set forth above, with or without cause, upon thirty (30) days prior written notice to the other party. By the next business day following the first ten (10) days of the subsequent calendar month after the effective date of such termination, Fort Bend County will submit an invoice showing the amounts due for the month in which termination occurs in the manner set out above for submitting monthly invoices.

VII.  
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses: