

Section 2. Payment for Goods and Services

A. The goods and services will be purchase for the price stated in the contract received and awarded by the County to vendor. The District agrees to pay the vendor for all goods and services delivered and requested by the County on behalf of the District, in accordance with the price specified in the District's contract with the vendor. The District agrees to pay in accordance with Chapter 2251 of the Texas Government Code.

B. Ownership (title) of goods and materials purchased by the District shall transfer directly from the contracted vendor to the District.

C. All payments of purchases of goods and services by the District shall be made from revenue then currently available to it.

D. To facilitate the payment of purchases and goods by the District, District hereby appoints the County Auditor to pay vendors under the County's standard procedures for processing County payments.

Section 3. Miscellaneous

A. This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modification concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto

B. The initial term of this Agreement shall commence upon approval of both entities and end September 30, 2016 and renew annually automatically by extending the termination date by one (1) year. Either party may terminate at any time by providing the other party at least thirty (30) days' notice.

C. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

D. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 4. Execution

This Agreement has been executed by the District and the County upon and by the authority of their respective governing bodies. This Agreement shall become effective on the dated executed by the final party.

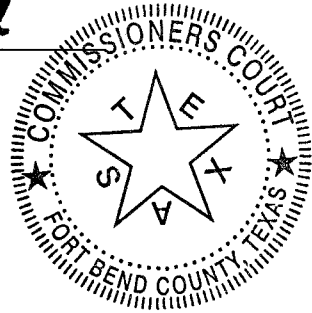
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FORT BEND COUNTY

By: Robert E. Hebert 9815
Robert E. Hebert, County Judge

ATTEST:

Laura Richard
Laura Richard, County Clerk

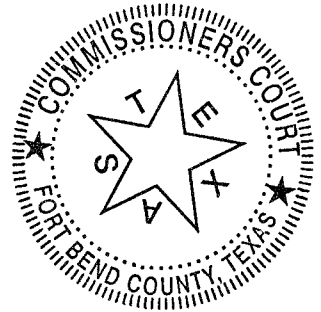


FORT BEND COUNTY ASSISTANCE DISTRICT NO. 4

By: Robert E. Hebert 9815
Robert E. Hebert, County Judge

ATTEST:

Laura Richard
Laura Richard, County Clerk



APPROVED:

Gilbert D. Jalomo, Jr.
Gilbert D. Jalomo, Jr., CPPB, Purchasing Agent

APPROVED:

Robert Edward Sturdivant
Robert Edward Sturdivant, County Auditor