

remit payment to the County in the amount of County's written request subject to Section 1.1 of this Amendment before payment for the generator is due to the vendor, but no later than thirty (30) days from the City's receipt of the written request.

- 1.3 County shall use the funds paid to it by City only for Project costs that exceed the Grant Award. Upon completion and acceptance of the Project, the County shall prepare a final written accounting that specifies the final Project costs based on costs actually incurred for the Project. To the extent the City provides any funds to the County pursuant to this Amendment that exceed the actual costs of the Project, the County shall refund the excess payment to the City.
- 1.4 The County is not responsible for any Project costs that exceed the Grant Award.
- 1.5 Each party paying for the performance of governmental functions or services under this Amendment must make those payments from current revenues available to the paying party.
- 1.6 The City affirms that it has duly appropriated funds to cover its obligations under this Amendment.
- 1.7 The County and City agree to cooperate at all times in good faith to effectuate the purposes and intent of this Amendment.
- 1.8 The foregoing recitals are true and correct, and are hereby incorporated into this Agreement.
- 1.9 This Amendment and the Agreement may only be modified, altered, amended, or terminated by written agreement of the parties hereto.
- 1.10 This Agreement is not intended to, and does not inure to the benefit of any third parties.
- 1.11 Neither party waives, modifies, or alters to any extent any of its defenses, immunities, or remedies.
- 1.12 Signatories to this Agreement represent and warrant that they have the authority to bind their respective parties.
- 1.13 This Agreement shall be effective from the last date of signature affixed hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned County and City execute this Agreement as of the date of the last signature affixed hereto.

WALLER COUNTY, TEXAS

CITY OF PRAIRIE VIEW, TEXAS

Carbett "Trey" Duhon, III,
Waller County Judge

Nathan Alexander III
Mayor

Date

Date

ATTEST:

ATTEST:

Debbie Hollan
Waller County Clerk

Symone Wilson
Acting City Secretary