

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
DISTRIBUTION POLE
LICENSE AGREEMENT
NO. JUDPLA21-007
(Oncor Electric Delivery Company LLC)**

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors or service providers are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.

THIS COUNTY ADDENDUM FOR DISTRIBUTION POLE LICENSE AGREEMENT (this “Addendum”) is made and entered into by and between **Williamson County, Texas** (hereinafter “Licensee” or “The County” or “Williamson County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Oncor Electric Delivery Company LLC** (hereinafter "Company"), pursuant to that certain Distribution Pole License Agreement of even date herewith entered into by and between Williamson County and Company (the “Agreement”).

I.

Incorporated Documents and Resolving Conflicting Terms: This Addendum may not be modified or amended other than by a written instrument executed by both parties.

II.

No Agency Relationship: It is understood and agreed that Company shall not in any sense be considered a partner or joint venturer with The County, nor shall Company hold itself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court.

III.

Compliance with All Laws: Licensee and Company agree to and will comply with any and all applicable local, state or federal laws with respect to this Addendum.

IV.

Payment: Company will be compensated as set forth in Company's License Agreement, which is incorporated herein as if copied in full.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

V.

Termination for Convenience: The Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VI.


County Judge or Presiding Officer Authorized to Sign Agreement: The presiding officer of Licensee's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Licensee.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

Williamson County

Name: Bill Gravell Jr.

Title: County Judge

Signature:  Bill Gravell (Apr 5, 2022 12:53 CDT)

Date: Apr 5, 2022

Oncor Electric Delivery Company LLC

Name: Karen Flewharty

Title: Joint Use Manager

Signature:  DocuSigned by:
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Date: 2/18/2022