

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM

This Addendum (“Addendum”) is made and entered into by and between FORT BEND COUNTY, TEXAS (“County”), a political subdivision of the state of Texas, and CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC (“Utility”) a company authorized to conduct business in the state of Texas. County and Utility may be referred to individually as a “Party” or collectively as the “Parties.”

Terms

1. **Modification and Conflict.** This Addendum modifies and supplements the Facilities Extension Agreement between County and Utility (the “Agreement”) for the re-route of facilities at Randon School Rd, Rosenberg Tx 29°32'16.8"N 95°52'51.8"W. The Parties agree that if there is any conflict between this Addendum and the attached Agreement, the terms of this Addendum shall control.
2. **Compensation and Payment.** Any compensation and payment made by County for any services provided by Utility under the Agreement shall be made in accordance with Section 2251.021 of the Texas Government Code as follows: Utility shall submit to County one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with the Agreement and forward the same to the County Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. Accrual and payment of interest on overdue payments assessed by Utility, if any, shall be governed by Section 2251.025 of the Texas Government Code.
3. **Limit of Appropriation.** Utility understands and agrees that the Maximum Compensation for the performance of services provided by Utility under the Agreement is \$4,276.00. In no event shall the amount paid by County under the Agreement exceed the Maximum Compensation without a County approved change order.
4. **Insurance.** Prior to the commencement of any services provided by Utility under the Agreement, Utility shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days’ prior written notice to County. Utility shall maintain such insurance coverage from the time Services commence until Services are completed and provided replacement certificates, policies, and/or endorsements for any such insurance expiring prior to completion of Services. Utility shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the state of Texas, and shall obtain such insurance of the following types and minimum limits:

- (a) Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- (b) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (c) Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Utility shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, Utility warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

- 5. **No Waiver of Immunity.** Neither the execution of the Agreement nor any other conduct of either party relating to the Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
- 6. **Venue and Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Texas and exclusive venue of any claim or legal action by Utility against County arising out of or relating to the subject matter of the Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
- 7. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Utility hereby verifies that Utility and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- (b) If employing ten (10) or more full-time employees and the Agreement has a value of \$100,000.00 or more, Utility does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- (c) If employing ten (10) or more full-time employees and the Agreement has a value of \$100,000.00 or more, Utility does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- (d) If employing ten (10) or more full-time employees and the Agreement has a value of \$100,000.00 or more, Utility does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

8. Human Trafficking. BY ACCEPTANCE OF THE AGREEMENT, UTILITY ACKNOWLEDGES THAT COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

9. Certification. By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute the Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

FORT BEND COUNTY

**CENTERPOINT ENERGY
HOUSTON ELECTRIC, LLC**

KP George, County Judge

Gabriel Gonzalez

Authorized Agent - Signature

Date

Gabriel Gonzalez

Authorized Agent- Printed Name

ATTEST:

Manager

Title

Laura Richard, County Clerk

12 / 9 / 25

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ _____ are available to pay the obligation of Fort Bend County, Texas within the Agreement.

Robert Ed Sturdivant, County Auditor

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Facilities Extension Agreement is entered into by and between _____, herein called "Retail Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter referred to as Agreement) for the construction, extension, installation, modification, repair, upgrade, conversion, relocation, de-energization or removal of Company's Delivery System, including temporary facilities (hereinafter referred to as facilities extension or extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at
Randon School Rd, Rosenberg Tx 29°32'16.8"N 95°52'51.8"W

The Company agrees to accept payment of 4,276.00 Dollars to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection with the Retail Customer request to extend Company facilities to the above described location as follows: Work Order 119486406

Re-route of facilities

- Unless otherwise stated by Company in writing, the Non-Refundable Construction Payment amount above is valid for twelve months.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer prior to commencement of construction, Company agrees to install and operate lines and equipment necessary to distribute electric service to the identified location under the following General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to extend Company facilities) and sign and return this Agreement before Company can proceed with the requested extension.

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

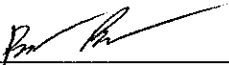
CNP 8038

- Extension of service facilities is contingent on acquisition of all necessary easements and rights of way.

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC

By 

Brayden Pawlak
(name printed or typed)

Title Service Consultant

Date 10/15/2025

Retail Customer

By _____

(name printed or typed)

Title _____

Date _____