

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

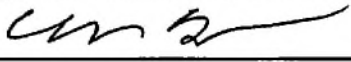
Date: 7/25/2024

Meeting Date: 8/12/2024

Submitted By: Codey Sibley

Department: Facilities Management

Signature of Elected Official/Department Head:



Court Decision:
This section to be completed by County Judge's Office



8-12-24

Description:

Consider and Approve Contract Proposal with Associated Contract Terms
Addendum to SW Electric LLC Customer Service Agreement for Installation of
Burleson Sub-Courthouse Heater Feeds in an Amount Not to Exceed \$4,450;
with Authorization for County Judge to Sign-Facilities Management

(May attach additional sheets if necessary)

Person to Present: Joshua Green

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

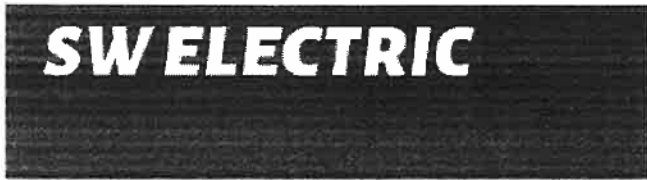
Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**



ELECTRICAL CONTRACTORS

5/31/2024

Cody Sibley
Assistant Director
Johnson County Facilities Management
411 Marti Dr.
Cleburne, TX 76033
Office: 817-202-4000 Ext. 3463

**SUBJECT: Johnson County Burleson Sub Courthouse Heater Feeds
ELECTRICAL PROPOSAL**

Thank you for the opportunity to offer our proposal for the subject project. Our pricing encompasses the following:

I. SCOPE OF WORK

A. Our proposal includes:

1. SWE will install 1 – new 40A feed from the existing panel to the 1 existing unit located in the courthouse.
2. SWE will install 1 new 40A 3 pole breaker in the existing panel.
3. SWE will disconnect, cap off and make safe the existing feed to the unit.
4. SWE has included overtime for this work to make the final tie into the panel.

B. Clarifications:

1. This proposal of SW Electric is based upon the assumption that the labor and materials anticipated herein will be reasonably available and not subject to unanticipated market fluctuations. SW Electric's price and schedule are subject to equitable adjustments for delays caused by Client's failure to provide any required approval or suitable Project access or by occurrences or circumstances beyond SW Electric's reasonable control, such as fires, floods, earthquakes, strikes, riots, war, terrorism, threat of terrorism, acts of God, acts or regulations of a governmental agency, emergency, security measure or other circumstances, including, without limitation, unusual weather conditions and unanticipated shortage of labor and/or materials.
2. This proposal is based upon a mutually agreeable contract.
3. Breakouts are for accounting purposes only.
In the event of any changes in the scope of services to be performed by SW Electric, as directed by Client, SW Electric shall prepare and submit a change order defining the change in scope, and setting forth the change, if any, in the schedule and cost. Upon written approval of the change order, SW Electric shall proceed with the work and compensation will be adjusted in accordance with the approved change order.
4. Client must provide all reasonable assistance required by SW Electric in connection with the services, including, without limitation, all information related to the services or subject matter thereof in Client's possession, custody or control reasonably required by SW Electric.

5. Unless expressly stated otherwise in the Proposal, the fees, costs and schedules in the Proposal constitute SW Electric's estimated probable cost and time for services. The estimated probable cost is not a guaranteed maximum or not-to-exceed price. SW Electric shall inform Client if it determines at any time that a material change to the nature, time or extent of services is required or advisable.
6. Except as otherwise specified in the Proposal, Client will pay each invoice within 30 days of its date. Interest will be charged on unpaid balances beginning 30 days from the invoice date at the lesser of 1.5% per month or the maximum rate permissible under law. Upon 10 business days' notice, SW Electric may suspend Services without liability until all past due amounts, including accrued interest, have been paid in full. If SW Electric takes legal action to enforce payment and prevails, Client shall reimburse SW Electric for all collection and legal costs. Client shall pay SW Electric for Services rendered regardless of whether Services are intended in whole or in part to benefit a third party.
7. Notwithstanding anything to the contrary contained in the Agreement, the parties agree to waive all claims against each other for any incidental, special, indirect, punitive, exemplary or consequential damages that may arise out of or relate to this Agreement.
8. SW Electric represents and warrants to Client that the work shall conform with the Scope of Work and be free from defective material or workmanship for a period of twelve (12) months from substantial completion of the work. SW ELECTRIC MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. ANY IMPLIED WARRANTIES INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.
9. The proposal and any subsequent contract shall be governed by the substantive laws of the jurisdiction in which the Project is located (the "Jurisdiction"). The Jurisdiction's courts have exclusive jurisdiction and venue over all disputes arising out of the Contract, and the Jurisdiction is deemed to be the place of performance for all obligations under the Contract. The Parties waive any objection to the Jurisdiction's courts on grounds of inconvenient forum or otherwise.
10. If this proposal is accepted, the above terms will be incorporated into any subcontract agreement to be executed by the parties covering the work herein quoted.
11. In the event of significant delay or price increase of material or equipment occurring between the date of this proposal and the date of execution of the Subcontract through no fault of [SW Electric Engineering][BC Williams], the contract sum, contract schedule, and contract requirements shall be equitably adjusted in the Subcontract. A change in price of an item of material or equipment shall be considered significant when the price of an item increases >5% percent between the date of this proposal and the date of execution of the Subcontract.

III. EXCLUSIONS

- A. Expediting or acceleration fees
- B. Switchgear
- C. Installation of bus duct
- D. Any framing, sheetrock or painting.
- E. No hot work of any kind
- F. Overtime
- G. Coordination Study or Arc Flash Stickers
- H. Drawings
- I. Furnishing of UL rated fire stopping devices.
- J. Additional cost associated with participation in a LEEDS type program
- K. Furnishing or installation of access doors
- L. Cutting or patching of concrete, masonry, brick, sheetrock, plaster, etc. unless due to negligence on the part of SW Electric Engineering, Inc.
- M. Placing or forming of concrete (i.e., housekeeping pads, curbs, pole bases, transformer pads, handholes, etc.)
- N. Painting or priming of any kind except for touch up of electrical equipment
- O. Warranty of existing electrical work
- P. Business interruptions or losses resultant there from
- Q. Payment and performance bond

- R. Hazardous materials handling, generation / shipping and remediation fees
- S. All cost associated with the removal of contaminated soils.
- T. Telephone, computer, or data cabling, equipment, devices, or terminations
- U. Fire alarm system equipment, devices, raceway, wiring or terminations
- V. Additional cleaning or replacement of Fire Alarm Smoke Detectors installed prior to final cleanup.
- W. Security system equipment, devices, raceway, wiring or terminations
- X. Lightning protection system
- Y. Special pads, pavers, membrane strips, etc., under lightning protection roof conductors.
- Z. CCTV/MATV systems equipment, devices, raceway, wiring or terminations
- AA. Temperature control and interlock wiring
- BB. Energy management systems equipment, devices, raceway, wiring or terminations
 - AA. Pump equipment
 - BB. Temporary power and lighting
 - CC. Temporary power for Cooling and heating equipment. DD. Sanitary facilities or any associated fees
 - EE. Asbestos abatement

IV. PRICING SUMMARY

Total \$4,450.00

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

Chris Boedeker
 Christopher Boedeker
 As Johnson County Judge

8-12-24
 Date

Attest: *April Long*
 County Clerk, Johnson County

8-12-24
 Date



S.W. ELECTRIC COMPANY:

Cliff McLeod
 Authorized Representative of Company

7/15/2024
 Date

Printed Name: CLIFF McLEOD
 Title: ACCOUNT MANAGER

Please do not hesitate to call if you have any questions or require additional information.

Thank you, Cliff McLeod
 Account Manager

SW ELECTRIC

ELECTRICAL CONTRACTORS

TECL#39172

10460 Miller Road

Dallas, TX 75238

Cell: 214-708-7092

cmcleod@swetexas.com

Regulated by the Texas Department of Licensing & Regulations

P.O. Box 12157 Austin, TX 78711

1-800-803-9202 / 512-463-6599

www.license.state.tx.us/complaints License # _____

TERMS AND CONDITIONS

1. Proposal. The Proposal is firm for 30 days from its date. Unless expressly stated otherwise in the Proposal, the fees, costs and schedules in the Proposal constitute SW Electric Engineering, Inc. ("SW Electric") estimated probable cost and time for Services (otherwise known as the work to be performed pursuant to the Proposal). In the event of any changes in the scope of services to be performed by SW ELECTRIC, as directed by Client, SW ELECTRIC shall prepare and submit a change order defining the change in scope, and setting forth the change, if any, in the schedule and cost. Upon written approval of the change order, SW ELECTRIC shall proceed with the work and compensation will be adjusted in accordance with the approved change order. No material change will be made without Client's consent except pursuant to Section 2.
2. Force Majeure. SW ELECTRIC's price and schedule are subject to equitable adjustments for delays caused by Client's failure to provide any required approval or suitable Project access or by occurrences or circumstances beyond SW ELECTRIC's reasonable control, such as fires, floods, earthquakes, strikes, riots, war, terrorism, threat of terrorism, acts of God, acts or regulations of a governmental agency, emergency, security measure or other circumstances, including, without limitation, unusual weather conditions ("Force Majeure").
3. Invoices and Payment. Except as otherwise specified in the Proposal, Client will pay each invoice within 30 days of its date. Interest will be charged on unpaid balances beginning 30 days from the invoice date at the lesser of 1.5% per month or the maximum rate permissible under law. Upon 10 business days' notice, SW ELECTRIC may suspend Services without liability until all past due amounts, including accrued interest, have been paid in full. If SW ELECTRIC takes legal action to enforce payment and prevails, Client shall reimburse SW ELECTRIC for all collection and legal costs. Client shall pay SW ELECTRIC for Services rendered regardless of whether Services are intended in whole or in part to benefit a third party.
4. Termination. The Contract (which includes the Proposal, including these general terms and conditions) may be terminated or suspended, in whole or in part, by either Party upon ten (10) days' written notice. In the event of a termination by Client, Client shall pay all fees and expenses for Services accrued to the termination date and SW ELECTRIC's reasonable costs resulting from termination, including, without limitation, demobilization costs, as detailed in a final invoice. This section does not limit SW ELECTRIC's rights to seek recovery for claims resulting from a breach by Client.
5. Insurance. SW ELECTRIC shall maintain policies of insurance for the following types of coverage, each with a limit of liability of US\$1,000,000 (except for Workers' Compensation or equivalent coverage): Workers' Compensation or equivalent coverage as required under applicable statute; Employer's Liability; Comprehensive General Liability; and Comprehensive Automobile Liability. Upon written agreement of the Parties, SW ELECTRIC may procure and maintain additional insurance coverage or increased policy limits at Client's expense.

6. Indemnification. Each Party shall indemnify the other Party, its affiliates and their respective directors, officers and employees (individually, an "Indemnitee" and collectively, "Indemnitees") from and against claims arising out of the Contract, to the extent claims are caused by the negligence or willful misconduct of the Party. Neither Party shall be liable to the other Party in the event of that Party's own negligence.

7. Standard of Care; Limitation of Liability.

7.1 SW ELECTRIC shall exercise the degree of care and skill ordinarily exercised under similar circumstances at the same time by experienced professionals performing substantially similar services at the same or similar locality as the Project. SW ELECTRIC MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. ANY IMPLIED WARRANTIES INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

7.2 IN NO EVENT WILL A CLIENT INDEMNITEE BE LIABLE TO AN SW ELECTRIC INDEMNITEE OR AN SW ELECTRIC INDEMNITEE BE LIABLE TO A CLIENT INDEMNITEE, OR ANYONE CLAIMING BY, THROUGH OR UNDER A CLIENT INDEMNITEE OR SW ELECTRIC INDEMNITEE, INCLUDING, WITHOUT LIMITATION, INSURERS, FOR ANY LOST, DELAYED OR DIMINISHED PROFITS, REVENUES, BUSINESS OPPORTUNITIES OR PRODUCTION OR FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, FINANCIAL, CONSEQUENTIAL OR ECONOMIC LOSSES OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, HOWEVER CAUSED.

7.3 IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, GUARANTEE, INDEMNITY, TORT, STRICT LIABILITY OR OTHERWISE, WILL AN SW ELECTRIC INDEMNITEE BE LIABLE TO A CLIENT INDEMNITEE OR ANYONE CLAIMING BY, THROUGH OR UNDER IT, INCLUDING WITHOUT LIMITATION, INSURERS, FOR ANY AMOUNT IN EXCESS OF THE CONTRACT PRICE FOR THE WORK ASSOCIATED WITH THE CONTRACT IN THE AGGREGATE.

8. Client Responsibilities.

8.1 Client must provide all reasonable assistance required by SW ELECTRIC in connection with Services, including, without limitation, all information related to the Services or subject matter thereof in Client's possession, custody or control reasonably required by SW ELECTRIC.

8.2 SW ELECTRIC has the right to rely, without independent investigation or inquiry, on the accuracy and completeness of all information provided by, on behalf of, or at the request of Client or any governmental agency to SW ELECTRIC or any SW ELECTRIC subcontractor. Client agrees to review all Proposals, designs, schematics, drawings, specifications, reports and other deliverables prepared by SW ELECTRIC for the accuracy and completeness of factual information provided by or on behalf of Client for inclusion and to provide SW ELECTRIC with any further information within Client's possession that may affect the accuracy or completeness of Services.

9. Governing Law; Forum. The Contract is governed by the substantive laws of the jurisdiction in which the Project is located (the "Jurisdiction").

10. Confidentiality. The entire contents of this Proposal are to be considered SW ELECTRIC Confidential and are provided for the Client's benefit only. Client is prohibited from distribution to outside parties without prior written authorization from SW ELECTRIC.

**JOHNSON COUNTY CONTRACT TERMS
ADDENDUM TO SW ELECTRIC. LLC. CUSTOMER SERVICE AGREEMENT
(SW ELECTRIC. LLC., ELECTRICAL CONTRACTORS)**

The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:

1.1

This **Addendum** is part of an Agreement between **JOHNSON COUNTY, TEXAS**, a political subdivision of the State of Texas, (hereinafter referred to as “**COUNTY**” or “**JOHNSON COUNTY**” and **SW ELECTRIC. LLC. JOHNSON COUNTY** may be referred to as “**CUSTOMER**” in certain documents put forth by **SW ELECTRIC. LLC.**

1.2

JOHNSON COUNTY and SW ELECTRIC. LLC. as applicable, may be collectively identified as the “**Parties**” or each individually a “**Party**”. **This Addendum is part of the Agreement with SW ELECTRIC. LLC. and is intended to modify (as set forth in this Addendum) all documents, including the Quotes, Proposals and Agreement put forth by SW ELECTRIC. LLC. This Addendum modifies (as set forth in this Addendum) any other document proffered to COUNTY by SW ELECTRIC. LLC. or their agents and other documents defining the Agreement between JOHNSON COUNTY, TEXAS and SW ELECTRIC. LLC.**

1.3

NOT APPLICABLE (Co-op Reference)

1.4

This Addendum, combined with the terms of the attached Quote and Customer Service Agreement from SW ELECTRIC. LLC., upon execution by both parties, constitutes a contractual Agreement between JOHNSON COUNTY, TEXAS and SW ELECTRIC. LLC.

2.1

This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas.

2.2

Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

2.3

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

2.4

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. JOHNSON COUNTY will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

3.1

The Parties agree that under the Constitution and laws of the State of Texas, JOHNSON COUNTY **CANNOT enter into an agreement whereby JOHNSON COUNTY agrees to indemnify or hold harmless any other party**; therefore, all references of any kind to JOHNSON COUNTY indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

3.2

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

4.1

The Parties agree and understand that COUNTY is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that COUNTY'S general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that COUNTY does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

The Parties agree and understand that COUNTY will not agree to waive any rights and remedies available to COUNTY under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

4.3

The Parties agree and understand that COUNTY will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

4.4

The Parties agree and understand that COUNTY will provide statutory workers compensation for its employees; however, COUNTY does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

5.1

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as 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. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

5.2

Texas Local Government Code Section 113.064. Approval of Claims by County Auditor, provides:

“(a) In a county that has the office of county auditor, each claim, bill, and account against the county must be filed in sufficient time for the auditor to examine and approve it before the meeting of the commissioners court. A claim, bill, or account may not be allowed or paid until it has been examined and approved by the auditor....”

Texas law requires that all disbursements of County funds be approved by the County Auditor and the Commissioners Court prior to such disbursement. JOHNSON COUNTY can and will make due disbursements following the approval of the disbursement by Commissioners Court (following the COUNTY’S receipt and review of a proper invoice through the proper COUNTY department responsible for the purchase of the goods or services). JOHNSON COUNTY cannot and does not

authorize any entity to directly access County funds. SW ELECTRIC. LLC. understands that the JOHNSON COUNTY Commissioners Court normally meets on the second and fourth Monday of each month or the day following such Monday if the Monday is a County holiday. SW ELECTRIC. LLC. further understands that invoices must be received by the COUNTY **not less than fourteen (14) days prior** to the Commissioners Court meeting in order for a payment to be reviewed by the necessary departments and offices and placed on the "bill run" for the Commissioners Court.

5.3

JOHNSON COUNTY does not authorize SW ELECTRIC. LLC. or any entity to initiate debit entries to JOHNSON COUNTY'S account at any financial institution. Any provision in any document authorizing an entity to access COUNTY funds or financial accounts electronically or otherwise and to make withdrawals or transfers of such funds is hereby deleted and is of no effect and the Agreement shall be deemed modified to comport with payment procedure prescribed by Texas law for Texas counties.

6.1

No officer, member, or employee of COUNTY, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project or purchase is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project or purchase shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that JOHNSON COUNTY, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information COUNTY reasonably believes that SW ELECTRIC. LLC. might lawfully seek to claim as confidential, then COUNTY will forward the request to SW ELECTRIC. LLC. It shall be the obligation of SW ELECTRIC. LLC. to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with SW ELECTRIC. LLC. in making such submission to the Texas Attorney General's Office. **SW ELECTRIC. LLC. acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

6.3

Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

6.4

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

6.5

It is understood and agreed that JOHNSON COUNTY will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

6.6

JOHNSON COUNTY shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

7.1

SW ELECTRIC. LLC. certifies that pursuant to Section 231.006 of the Texas Family Code (regarding unpaid child support) that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. **SW ELECTRIC. LLC.** hereby certifies that it is not ineligible to receive State or Federal funds due to child support arrearages

7.2

SW ELECTRIC. LLC. verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term “boycott Israel” is as defined by Texas Government Code Section 808.001, effective September 1, 2017. **SW ELECTRIC. LLC.** verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term “foreign terrorist organization” means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

7.3

SW ELECTRIC. LLC. verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

7.4

SW ELECTRIC. LLC. verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract. In this provision:

- (1) "Boycott energy company" has the meaning assigned by Section 809.001.
- (2) "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.
- (3) "Governmental entity" has the meaning assigned by Section 2251.001.

7.5

At any time following the expiration of 365 DAYS from the execution of the contract, COUNTY may terminate the contract at its discretion, without charges for unutilized term, or penalty of any kind, by giving CUSTOMER 90 days written notice of such termination. This provision shall not be deemed to conflict with any other provision allowing JOHNSON COUNTY to terminate the contract upon a shorter or lesser notice.

7.6

SW ELECTRIC. LLC. by signature of its authorized representative on this document that it does and will so long as this Agreement is in effect comply fully with Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (NDAA FY19) and Section 5949 of the National Defense Authorization Act for Fiscal Year 2023 (NDAA FY23) and with any additional existing and future "China Tech Prohibitions" promulgated or enacted by the United States Government.

8.1

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of JOHNSON COUNTY and signed by the Johnson County Judge or the COUNTY employee or official to whom authority has been explicitly delegated by the Commissioners Court.

8.2

NOT APPLICABLE (Data retention reference)

8.3

NOT APPLICABLE (Construction and Data retention reference)

8.4

NOT APPLICABLE (Data retention reference)

8.5

NOT APPLICABLE (Data retention reference)

8.6

The parties agree Johnson County is NOT bound and shall not be bound to or liable for any condition, duty, obligation or requirement that is set forth only by reference to additional Documents that are not part of the physical document approved by the Commissioners Court and made part of the minutes of the Johnson County Commissioners Court. Provisions which SW ELECTRIC. LLC. seeks to make terms of the contract or agreement by references to links or websites for contract terms are rejected by JOHNSON COUNTY and CANNOT and WILL NOT be enforced against JOHNSON COUNTY.

8.7

JOHNSON COUNTY is not subject to any provision that may be changed without notice or that may be changed without specific overt consideration and approval by the Commissioners Court of Johnson County acting on that change, modification or amendment to the contract or its terms occurring after the date of the execution of this Addendum.

8.8

Notwithstanding any provision set forth in the QUOTE or any other document put forth by SW ELECTRIC. LLC., JOHNSON COUNTY does not waive any rights or remedies available to a Texas political subdivision pursuant to Texas law. This provision supersedes any contrary provision.

8.9

NOT APPLICABLE (Factoring Receivables reference)

9.1

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to JOHNSON COUNTY in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. *THE TERMS OF THIS JOHNSON COUNTY CONTRACT TERMS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND*

**TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENT(S)
PUT FORTH BY SW ELECTRIC, LLC. IS HEREBY DELETED.**

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

Christopher Boedeker

Christopher Boedeker
As Johnson County Judge

8-12-24
Date

Attest: *April Long*
County Clerk, Johnson County

8-12-24
Date



SW ELECTRIC, LLC:

Eric Lugger

Signature of Authorized Person

June 26, 2024
Date

Eric Lugger
Printed Name of Authorized Person

EVP & General Counsel
Position of SW ELECTRIC, LLC.
Authorized Person