

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND         §

**AMENDMENT TO ADDENDUM TO PERFORMANCE CONTRACT**

This Amendment to Addendum to Performance Contract (“Amendment”) is entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and Johnson Controls, Inc. (“JCI”), a Texas corporation; hereinafter referred to collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Parties previously entered into the Addendum to Performance Contract, for the implementation of Facility Improvement Measures for the Customer on or about October 27, 2020, (the “Agreement”), which is incorporated fully by reference for all purposes. County and JCI desire to amend said Agreement as set forth below:

I. Amendments

1. **Scope of Work.** JCI shall provide additional M&V services as described in Schedule 4 “Price and Payment Terms”, Section 3 “M&V Services” of the Agreement.
2. **Limit of Appropriation.** The Limit of Appropriation for the performance of additional M&V services is Three Hundred Sixteen Thousand One Hundred Forty-Three and 00/100 Dollars (\$316,143.00). The Limit of Appropriation payable to JCI for product and/or services rendered under the Agreement is hereby increased to an amount not to exceed Thirteen Million Two Hundred Thirty-Five Thousand Nine Hundred Forty-Two and 00/100 Dollars (\$13,235,942.00), authorized as follows:

\$12,919,799.00 under the Addendum to Performance Contract; and  
\$316,143.00 under this Amendment to Addendum to Performance Contract

In no case shall the amount paid by County for all product and/or services under the Addendum to Performance Contract and this Amendment to Addendum to Performance Contract exceed the above Limit of Appropriation without an agreement executed by the Parties.

3. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
4. **Understanding, Fair Construction.** By execution of this Amendment, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

5. **Severability.** 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.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibit hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Amendment is effective upon execution of both Parties.

FORT BEND COUNTY

JOHNSON CONTROLS, INC.

\_\_\_\_\_  
KP George, County Judge

DocuSigned by:  
*Matthew Singleton*  
46E926B1675B49F...  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Matthew Singleton  
\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

Area General Manager  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

7/22/2024  
\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

i:\agreements\2024 agreements\facilities\johnson controls inc (21-fac-100181-a1)\amendment to addendum to performance contract (24-fac-100181-a1).docx bo



Schedule 4

Performance Year	Annual Payment	Quarterly Payment
Year 12	\$14,810	\$3,702.50
Year 13	\$15,254	\$3,813.50
Year 14	\$15,712	\$3,928.00
Year 15	\$16,183	\$4,045.75
Year 16	\$16,669	\$4,167.25
Year 17	\$17,169	\$4,292.25
Year 18	\$17,684	\$4,421.00
Year 19	\$18,214	\$4,553.50
Year 20	\$18,761	\$4,690.25
Total	\$316,145	

4. Sourcewell Contract # 030817-JHN