

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)

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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

12/8/2025

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

Exhibit A-3: JCI’s Price and Payment Schedule

i:\agreements\2025 agreements\facilities\johnson controls, inc. (23-fac-100977-a3)\third amendment to addendum to performance contract (23-fac-100977-a3).docx bo

EXHIBIT A-3

Schedule 4

PRICE AND PAYMENT TERMS (Schedule 4)

Customer shall make payments to JCI pursuant to this Schedule 4.

1. Work. The price to be paid by Customer for the Work shall be \$11,380,840. Payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI as follows:

Payment from Customer to JCI shall include a mobilization down payment of \$300,000 billed and due upon receipt of Notice to Proceed and Project Funding. Additional payments shall be made by Customer through the Construction Period as billed by JCI. JCI shall bill Customer for the purchase of equipment as equipment arrives, as well as monthly for percentage of work completed. Customer agrees to pay JCI within 30 days from receipt of JCI invoice.

2. Retainage. 5%.
3. M&V Services. The total price for JCI's M&V Services, as detailed on Schedule 2 of this Agreement, is \$306,995. This amount will be paid to JCI in quarterly installments as shown in the table below. These payments will be due and payable when Customer receives JCI's invoice and in advance of the services JCI is to provide and shall be made throughout the Guarantee Term.

Performance Year	Annual Payment	Quarterly Payment
Year 1	\$34,116	\$8,528.90
Year 2	\$10,864	\$2,716.10
Year 3	\$11,190	\$2,797.58
Year 4	\$11,526	\$2,881.51
Year 5	\$11,872	\$2,967.96
Year 6	\$12,228	\$3,056.99
Year 7	\$12,595	\$3,148.70
Year 8	\$12,973	\$3,243.17
Year 9	\$13,362	\$3,340.46
Year 10	\$13,763	\$3,440.67
Year 11	\$14,176	\$3,543.89
Year 12	\$14,601	\$3,650.21
Year 13	\$15,039	\$3,759.72
Year 14	\$15,490	\$3,872.51
Year 15	\$15,955	\$3,988.68
Year 16	\$16,433	\$4,108.34
Year 17	\$16,926	\$4,231.60
Year 18	\$17,434	\$4,358.54
Year 19	\$17,957	\$4,489.30
Year 20	\$18,496	\$4,623.98
Total	\$306,995	

4. Cooperative Purchasing Agreement. Sourcewell Contract. No. 070121-JHN

- D. JCI does further understand and agree, said understanding and agreement also being of the absolute essence of the Contract, that the total maximum compensation that JCI may be entitled to and the total maximum sum that Customer may become liable to pay to JCI shall not under any conditions, circumstances, or interpretations thereof exceed Eleven Million Three Hundred Eighty Thousand Eight Hundred Forty and 0/100 dollars (\$11,380,840.00).
2. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
 3. **Insurance.** Customer and the members of Fort Bend County Commissioners Court ("Commissioners Court") shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of JCI shall contain a waiver of subrogation in favor of Customer and members of Commissioners Court. If required coverage is written on a claims-made basis, JCI 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 2 years beginning from the time that Work under the Contract is completed.
 3. **Arbitration.** Customer does not agree to submit disputes arising out of the Contract to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
 4. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Contract. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Contract and waive the right to sue or be sued elsewhere. Nothing in the Contract shall be construed to waive the County's sovereign immunity.
 5. **Notices.**
 - A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to the Contract shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of the Contract, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

- B. Each party giving a Notice shall address the Notices to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

Customer: Fort Bend County
Attn: Director, Facilities Management and Planning
301 Jackson Street, Suite 301
Richmond, Texas 77469

Copy to: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

JCI: Johnson Controls, Inc.
8323 N. Eldridge Parkway
Houston, Texas 77041

Copy to: Johnson Controls, Inc.
Attn: General Counsel – Building Efficiency Americas
507 East Michigan Street
Milwaukee, Wisconsin 53202

- C. A Notice is effective only if the party giving or making the Notice has complied with subsection 5.A. and 5.B. and if the addressee has received the Notice. A Notice is deemed received as follows:
- i) If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 - ii) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.
6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless JCI or any other party for any reason are hereby deleted. **JCI shall Indemnify and defend county against all third**

party losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from damage to persons, including bodily injury, disease, or death or to tangible property to the extent caused by the negligent or intentional act, error or omission of JCI or its agents, servants or employees.

7. **Texas Public Information.** JCI expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by JCI shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. **The terms and conditions of the Agreement are not proprietary or confidential information.**

8. **Certain State Law Requirements for Contracts.** For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, JCI hereby verifies that JCI 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 this Agreement has a value of \$100,000.00 or more, JCI 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 section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, JCI 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 section 809.001 of the Texas Government Code.

- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, JCI 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 section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.
9. **Human Trafficking.** By signature below, JCI acknowledges that Fort Bend 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.
10. **Modifications.** The parties may not amend or waive this Contract, except by a written agreement executed by both parties.

{EXECUTION PAGE FOLLOWS}

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

KP George
County Judge KP George

KP George, County Judge

August 22, 2023
Date



ATTEST:

Laura Richard

Laura Richard

JOHNSON CONTROLS, INC.

DocuSigned by:

Matthew Singleton

46E926B1675B49F...

Authorized Agent – Signature

Matthew Singleton

Authorized Agent- Printed Name

Area General Manager

Title

8/7/2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$11,380,840.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

Exhibit A: Performance Contract

i:\agreements\2023 agreements\facilities\johnson control inc (23-fac-100977)\addendum to performance contract (kcj - 08.02.2023)