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May 28, 2026

MEMO TO: BFED-20(16) File

F R O M: Yuki Lei K. Sugimura, Chair *Yuki Lei K. Sugimura*
Budget, Finance, and Economic Development Committee

SUBJECT: **TRANSMITTAL OF INFORMATIONAL DOCUMENT RELATING TO
JOHNSON CONTROLS, INC. ENERGY PERFORMANCE
CONTRACT** (BFED-20(16))

The attached informational document pertains to Item 20(16) on the Committee's agenda.

bfed:ltr:020(16)afile04:kes

Attachment

AMENDMENT TO CONTRACT CERTIFICATION

I, **MARCY MARTIN**, Director of Finance of the County of Maui, State of Hawaii,
do certify that there is available appropriation or balance of an appropriation over and above all
outstanding contracts, sufficient to cover the amount required by the foregoing contract, i.e.

<u>Appropriation Index</u>	<u>Title</u>	<u>Amount Required</u>
11 903119B	RENEWABLE ENERGY PROGRAMS	- (6132) \$0.00

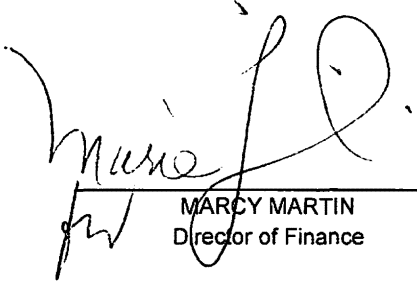
Contract No. C 7619 JOHNSON CONTROLS, INC.

Amendment No. 6 Dated:

Dated this 2 day of FEBRUARY 2026

Extension of Contract to: NO CHANGE

Original Amount	\$ 150,000.00
Prior Amends/CO	\$ -
This Amendment	\$0.00
Total	<u>\$ 150,000.00</u>



 MARCY MARTIN
 Director of Finance

AMENDMENT TO ADD PROJECT DEVELOPMENT AGREEMENT

Investment Grade Audit (IGA) Contract for Energy
 Saving Performance Contract Countywide Facilities
 for Office of the Mayor
 RFP No.: 21-22/ESPC
 No, Federal Funds not being used

ORDINANCE NO. 5816 (FY2026)

FY 2026

cy *M 2/2/26*

5130879

**AMENDMENT NO. 6 TO
CONTRACT NO. C7619**

Department: Office of the Mayor

Project Title: Investment Grade Audit (IGA) Contract for Energy Saving Performance Contract Countywide Facilities

RFP No.: 21-22/ESPC

Additional Certification Requested from County: \$0.00

This AMENDMENT NO. 6 TO CONTRACT is made and entered into by and between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose business address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the "County", and JOHNSON CONTROLS, INC., a Wisconsin corporation, whose mailing address is 550 Paiea Street, Honolulu, Hawaii 96819, hereinafter referred to as the "Contractor". County and Contractor shall hereinafter be referred to collectively as the "Parties".

Source of Funds. The source(s) and availability of the funds for this Contract shall be as set forth in the Contract Certification signed by the Director of Finance of the County of Maui on or before the effective date of this Contract. Contract Certification shall be on file in the office of the Director of Finance of the County of Maui.

RECITALS:

WHEREAS, the County and the Contractor entered into the following Contract and Amendment(s), if any, with certified availability of funds in the amount and time of performance as indicated:

Contract/ Amend	Date	Additional Certified Amount	Total Certified Amount	Time of Performance	Renewal Option(s)
C7619	05/06/2022	Not applicable	\$150,000.00	180 calendar days from Notice to Proceed (05/09/2022)	60 additional calendar days
Amend 1	09/29/2022	\$0.00	\$150,000.00	May 09, 2022 through January 04, 2023	None
Amend 2	11/28/2022	\$0.00	\$150,000.00	May 09, 2022 through January 04, 2024	None
Amend 3	01/27/2023	\$0.00	\$150,000.00	May 09, 2022 through November 20, 2027	None
Amend 4	08/23/2024	\$0.00	\$150,000.00	May 09, 2022 through November 20, 2027	None
Amend 5	11/19/2024	\$0.00	\$150,000.00	May 09, 2022 through November 20, 2027	None

**AMENDMENT NO. 6 TO
CONTRACT NO. C7619**

WHEREAS, the Contract and any Amendment(s) thereto listed above shall be hereinafter collectively referred to as the "Contract";

WHEREAS, the Contract is on file with the Director of Finance;

WHEREAS, the Parties now desire to amend the Contract; and

NOW, THEREFORE, the Parties mutually agree to amend the Contract as follows: The Project Development Agreement, dated December 25, 2025, and attached here as Exhibit "A", is hereby incorporated into the scope of the primary contract.

This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The parties agree that they may utilize and shall be bound by their electronic signatures, pursuant to Chapter 489E, Hawaii Revised Statutes.

The entire Contract, as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties execute this Amendment to Contract by their signatures on the dates below, to be effective as of the date of the last signature hereto.

[EXECUTION PAGES TO FOLLOW]

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**AMENDMENT NO. 6 TO
CONTRACT NO. C7619**

CONTRACTOR EXECUTION PAGE

I hereby represent and warrant that I have the legal right and authority to execute this Contract on behalf of the Contractor.

CONTRACTOR:

JOHNSON CONTROLS, INC.

By ^{DocuSigned by:} Matthew Singleton
46E926B4675B49F
(Signature)

Matthew Singleton
(Print Name)

Its Area General Manager
(Title)

Date 1/28/2026

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**AMENDMENT NO. 6 TO
CONTRACT NO. C7619**

COUNTY EXECUTION PAGE

COUNTY OF MAUI:

By 

~~MARIA E. ZIELINSKI~~ Maria E. Zielinski
Its ~~Director of Finance~~ Deputy Director

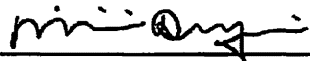
Date FEB 04 2026

APPROVAL RECOMMENDED:



CYNTHIA LALLO
Chief of Staff

**APPROVED AS TO FORM
AND LEGALITY:**



MIMI DESJARDINS
First Deputy Corporation Counsel
LF2022-0485
Amd #6 C7619

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PROJECT DEVELOPMENT AGREEMENT BETWEEN

County of Maui
Office of the Mayor
Kalana O Maui Building
200 South High St.
Wailuku, Hawai'i 96793

AND

Johnson Controls, Inc.
550 Paiea St., Ste. 210
Honolulu, Hawai'i 96819

The purpose of this Project Development Agreement (PDA) is to confirm the intent of Johnson Controls, Inc. (JCI) and the County of Maui (Customer) named above to develop an additional scope of work as an amendment to the Energy Saving Performance Contract No. C7619. This agreement will provide the basis of the scope of the PDA, the obligations of both parties, and the intended outcomes and timeline.

1. Scope of Services

It is the Parties' mutual understanding this Project Development Agreement will:

JCI Scope:

Provide for the development of Facility Improvement Measures (FIMs) at the sites listed on Attachment 1: that will fund themselves out of energy and/or operational savings (Items a – c below); where possible assist the Customer by providing additional improvements to reduce a Customer's deferred maintenance backlog or desired facility improvement measures not affordable otherwise (Items d and e below).

- a. Irrigation Wells at the sites as noted on Attachment 1 titled, "Irrigation Well Sites"
- b. Smart Irrigation Controls at the sites as noted on Attachment 1 titled, "Irrigation Control Sites"
- c. Window Film at the sites as noted on Attachment 1 titled, "Window Film Sites"
- d. Sakamoto Memorial & Kokua Pool Pump Installation and Electrical Upgrades
- e. Roof Repair & Replacement at the sites as noted on Attachment 1 titled "Roof Sites"
- f. Assist the Customer in arranging project financing.

Customer Responsibilities:

- a) Customer shall designate a departmental representative with decision-making authority from each participating department. These representatives shall be available for weekly project management and progress meetings to ensure timely decisions and responses to time-sensitive project matters.

2. Development Schedule

It is the intent and commitment of all parties identified in this Agreement to work diligently, and cause others to work diligently under their direction to achieve the Milestone Schedule identified herein:



Milestone*	Completion Date
JCI provides list of Project Priority FIMs desired to be included in PDA	10/17/2025
Scope Verification Workshop	10/23/2025
Mayor re-authorizes Project Development Agreement	11/26/2025 12/29/2025
JCI Commences on-site work	12/8/2025
JCI requests pertinent Customer Documents and Data to execute the development	12/12/2025
JCI & Corporation Counsel and Department of Finance meet (separately) to start processes	12/19/2025
JCI and Department of Finance complete financing process	1/30/2026
JCI & Corporation Counsel finalizes Terms and Conditions of contract	2/6/2026
JCI and Customer conduct M&V workshop (County Approves Final Scope)	2/6/2026
Source of financing established for the project	2/18/2026
JCI makes binding offer to Customer	2/20/2026
Mayor, Director of Procurement, & Corp Counsel approves and executes Contract Amendment and Project Financing	3/13/2026

*These milestones may be modified by subsequent work plans mutually agreed upon by both parties.

3. Deliverables

Upon completion of the project development, JCI shall deliver to the Customer:

- a. A written description of each FIM proposed to be implemented;
- b. A financial pro forma cash flow documenting the proposed project. The pro forma will include applicable annual costs and savings that affect the project outcome such as financing, energy, water, sewer, labor and maintenance;
- c. A preliminary schedule for implementation of the project;
- d. A summary of the Measurement & Verification plan, including proposed IPMV protocols, such as Option A, B, C, or D that will be used for each FIM;
- e. A firm offer by JCI to implement the project

4. Customer Required FIMs

JCI will provide some Facility Improvement Measures (FIMs) that are essential to creating a project that meets the Customer's financial buying criteria. In addition to those FIMs which are essential to creating a project that provides a positive cash flow.

Listed herein is a list of Customer Required FIMs.

- a. Irrigation Wells
- b. Smart Irrigation Controls
- c. Window Film

The Customer Required FIMs (Items a – c) are essential to creating a self-funded project. Their energy and/or operational savings will provide the financial support needed to address deferred maintenance and facility improvements identified in



Item "d" (Sakamoto Memorial & Kokua Pool Pump Installation and Electrical Upgrades) and Item "e" (Roof Repair & Replacement). The inclusion of Items "d" and "e" is contingent on the savings generated by Items a – c.

5. Records and Data

During the project development, the Customer will furnish to JCI upon its request, accurate and complete data concerning current: equipment performance data if available; costs; budgets; facilities requirements; future projected loads; facility operating requirements; collective bargaining agreements; etc.

JCI will provide a separate document with a formal request for the required shortly after touring the Customer facilities. The Customer shall make every effort to provide that information within 5 days of request.

6. Preparation of Contract Amendment

JCI will develop the framework of the subsequent Amendment to the existing Agreement and the Financing Agreement if applicable. The Contract Amendment must include all five FIMs outlined in Items a – e. JCI and Customer shall work diligently during the project development to complete and populate contract documents.

7. Project Development Cost and Payment Terms

Customer agrees to the cost for JCI to provide project development services identified here in is ~~\$150,000.00~~ including JCI overhead, profit, and taxes and is payable based on the Terms & Conditions of the existing agreement Energy Saving Performance Contract No. C7619 after JCI provides the Deliverables identified herein.

(Reference Attachment 1 "Project Development Agreement Cost Breakdown" for cost breakdown.)

However, Customer will have no obligation to pay this amount if:

- a. JCI and the Customer enter into the Contract Amendment (outlined in Paragraph 6) by March 13, 2026. Costs for project development will be transferred to the total cost of the implementation Contract and be subject to the payment terms outlined in the Contract.

8. Terms and Conditions

Per terms of Contract No. C7619, IGA Contract for Energy Savings Performance Contract with Countywide Facilities, dated on or about May 6, 2022, as amended



ATTACHMENT 1

Irrigation Wells	
Kehalani Mauka & Wailuku Elementary Well	Department of Parks & Rec
Kaunakakai Ball Park	Department of Parks & Rec
Pahohaku Beach Park	Department of Parks & Rec
Maui Lani Park	Department of Parks & Rec

Smart Irrigation Controls (Department of Parks & Rec)		
Kualapuu Park	Haycraft Park	Paia Park
Kilohana Park (Kihei)	Honolii Park	Paunau Park
Leisure Estates Park	Kamalii Park	Wahikuli Terrace Park
Lahaina Aquatic Center	Keonekai Park	Wahikuli Wayside Park
Lahaina Civic Center	Kealohilani	Waiehu Heights Park
Lanai Park & Tennis Courts	Pomakai Park	Waiehu Terrace Park
Makana Park/Kuau Ball Park	Wailuku Gym	Waiale Park
Wells Park	Kulamalu	Wailuku Elementary Park
Coach Sakamoto Pool	Launiupoko Beach Park	Waiolani Mauka Park
Coach Shirashi Memorial Pool	Maui Lani Regional Park	
Eddie Tam Memorial Center	Mokuhau Park	

Window Film	
Kalana Pakui	Department of Public Works
Kalana O Maui	Department of Public Works
Old Courthouse	Department of Public Works
Kihei Aquatic Center	Department of Parks & Rec
Kihei Police Station	Police
Lahaina Civic Center	Department of Parks & Rec
Lahaina Fire Station	Fire & Public Safety
Lahaina Police Station	Police
Lanai Senior Center	Department of Housing
Maui County Service Center	Department of Public Works
Mayor Hannibal Tavares Community Center	Department of Parks & Rec
South Maui Community Center & Park	Department of Parks & Rec
Wailuku Police Station	Police
Kaunoa Senior Services	Department of Parks & Rec



Roof Sites (Highlighted Cells Indicate Two Solar PV Installations)	
Coach Shiraishi Memorial Pool	Department of Parks & Rec
Duke Maliu Regional Park (Molokai)	Department of Parks & Rec
Haiku Community Center	Department of Parks & Rec
Kahului Base Yard	Department of Water
Kihei Fire Station	Fire & Public Safety
Kualapuu Park & Com. Center (Molokai)	Department of Parks & Rec
Lahaina Aquatic Center	Department of Parks & Rec
Napili Fire Station	Fire & Public Safety
Paia Community Center	Department of Parks & Rec
Victims Advocate Building	Department Prosecuting Attorney
Wailuku Fire Station	Fire & Public Safety
Wailuku Pool	Department of Parks & Rec

Project Development Agreement Cost Breakdown	
Subcontractor(s)	\$ 12,000.00
Development Engineering	\$ 79,326.00
Measurement, Verification, Operations Support	\$ 44,520.00
Administration & Management	\$ 9,900.00
Expenses	\$ 4,416.00
Overhead (15%)	\$ 22,524.00
Profit (10%)	\$ 17,268.63
GET	\$ 8,950.66
Contractual Discount	\$ (48,905.29)
Total	\$ 150,000.00

NOTE: PDA Cost is discounted to align with compensation terms of Contract No. C7619 so that Investment Grade Audit Services do not exceed \$150,000.00 including overhead, profit, and taxes.



JOHNSON CONTROLS, INC. EXECUTION PAGE

JOHNSON CONTROLS, INC.

DocuSigned by:
Matthew Singleton
By: _____
MATTHEW D. SINGLETON
General Manager

Date: 12/29/2025



COUNTY EXECUTION PAGE

COUNTY OF MAUI:

By:

RICHARD T. BISSEN, JR.

Its Mayor

Date:

APPROVAL RECOMMENDED:

CYNTHIA LALLO
Chief of Staff

APPROVED AS TO FORM
AND LEGALITY:

MIMI DESJARDINS
First Deputy Corporation Counsel

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