

DEC 27 2022

Approved

**REQUEST FOR AGENDA PLACEMENT FORM**

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Jim Simpson

TODAY'S DATE: December 15, 2022

DEPARTMENT: X County Attorney's Office for Facilities Maintenance

SIGNATURE OF DEPARTMENT HEAD: X \_\_\_\_\_

REQUESTED AGENDA DATE: X December 27, 2022

SPECIFIC AGENDA WORDING:

Consideration and Authorization for Judge to Sign Agreement with Schindler Elevator Corporation for Extended Warranty and Maintenance Service with Associated Terms and Conditions and Johnson County Contract Terms Addendum.

PERSON(S) TO PRESENT ITEM: Josh Green

SUPPORT MATERIAL: attached Agreement and Addendum

TIME: 5 min.

ACTION ITEM: Yes

WORKSHOP: \_\_\_\_\_

(Anticipated number of minutes needed to discuss item)

CONSENT: \_\_\_\_\_

EXECUTIVE: \_\_\_\_\_

STAFF NOTICE:

COUNTY ATTORNEY: \_\_\_\_\_ X \_\_\_\_\_

ISS DEPARTMENT: \_\_\_\_\_

AUDITOR: \_\_\_\_\_

PURCHASING DEPARTMENT: \_\_\_\_\_

PERSONNEL: \_\_\_\_\_

PUBLIC WORKS: \_\_\_\_\_

BUDGET COORDINATOR: \_\_\_\_\_

OTHER: FACILITIES MAINTENANCE

\*\*\*\*\*This Section to be Completed by County Judge's Office\*\*\*\*\*

ASSIGNED AGENDA DATE: \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE \_\_\_\_\_

COURT MEMBER APPROVAL \_\_\_\_\_

Date \_\_\_\_\_



**Schindler**

## Schindler EW - Extended Warranty Agreement

Schindler Elevator Corporation  
6631 N. Belt Line Road  
Suite 130  
Irving, TX 75063-6001  
Phone: 972-621-2505  
Fax: 972-621-2502

To: Johnson County Facilities Management  
1 N. Main Street, Ste 316  
Cleburne, TX 76033

Agent For:

This warranty is in lieu of all other warranties referred to or set forth in the Contract Documents for the Johnson County Sub- Courthouse project, located at 247 Elk Drive, Burleson, TX 76028 and this Agreement takes precedence over, and incorporates no additional or different terms from any contract documents associated with the project.

Schindler warrants that the Equipment as furnished will comply with the contractual specification; sections; "warranty". If properly notified, Schindler will, at its expense, correct any defects and workmanship and materials occurring for 3 years from November 23, 2022, which are due to ordinary wear and tear and not to improper use, care, or vandalism. Schindler's total cumulative liability under this warranty or anything done in connection therewith, including breach, shall not exceed the price of the part upon which such liability based. The warranty provided herein shall be void if inspection / repair is performed by someone other than Schindler Elevator Corporation, in a manner less than Schindler Elevator Corporation's standards. Schindler Elevator Corporation maintains high and rigid standards for its personnel in product knowledge and training requirements. In addition, Schindler will extend the routine inspection necessary to maintain this warranty in force through November 22, 2025. This warranty shall be extended for additional periods of 3 years unless terminated by either party by written notice not less than 90 (ninety) days prior to the above date or the termination date of any renewal period. This Agreement will be assigned to any successor in interest, should your interest be terminated prior to the above date, or prior to the expiration date of any subsequent renewal, upon notification to and acceptance by us of such assignment.

As part of its inspection requirements, Schindler will regularly examine, clean, lubricate, adjust and where conditions warrant, repair or replace broken or malfunctioning components, including: all labor and material to keep Equipment running to original specifications by Schindler, the original Equipment manufacturer. See attached Equipment list for a *Description of Equipment* covered by this agreement.

Schindler will use only competent technicians specially trained to service this Equipment. Items beyond Schindler's control, such as vandalism and abuse of the Equipment are not covered under Schindler's inspection responsibilities. Schindler will provide emergency minor warranty service and/or repair work on a twenty-four (24) hours a day, seven (7) days a week basis, excluding elevator trade holidays. A request for service will be considered an "emergency minor warranty service and/or repair work" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete. If you authorize callbacks outside regular working hours, on weekends, or on elevator trade holidays, Schindler will invoice the Owner at Schindler's standard billing rates, including travel time and expenses.

For emergency repairs, please notify Schindler at 1-800-225-3123. The following information will be required:  
Building identification number and a brief description of the problem.

### **SCHINDLER AHEAD**

If included in this agreement, you will be provided access to the Schindler Ahead tools, which include Schindler Ahead hardware connectivity, Core service in the tier described below, Schindler Actionboard and Actionboard Mobile.

You will also be provided access to the optional Ahead Digital Services as selected and described below.

Schindler Ahead provides remote connectivity to your Equipment. Schindler Ahead will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule appropriate service calls. Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

Schindler ActionBoard and ActionBoard Mobile are communication technologies that provide access to real-time information about your equipment including performance history, reports, push notifications, service call records, unit profiles and more.

Your contract includes the above features as well as the following Core package:

**Connect** – Schindler's Connect package provides wireless cellular communication from your equipment's controller to Schindler's data network. This allows the Schindler Cube or Schindler SRM to be connected to your equipment 24/7. The Connect package also provides access to the basic features of ActionBoard/Dashboard and ActionBoard Mobile/Dashboard Mobile, giving you real time information on your equipment.

Schindler Ahead, your Core package, and the digital services described in this agreement require Schindler Ahead Connectivity. If your existing unit(s) are not equipped with the Connectivity to enable the selected services, we will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

The following services are also available:

**DigitalAlarm** – The Schindler Ahead in-car emergency phone service will be added to your digital package. This service includes a reliable digital connection between your existing or new in-car emergency phone and our Schindler Customer Service Network that handle incoming and outgoing emergency calls with passengers in the elevator. To ensure reliability, Schindler Ahead phone service also provides monitoring of this connection. This in-car emergency phone service feature will be added along with the Schindler Ahead Core Services and is contingent

upon code approval by the local authority having jurisdiction. The Schindler Ahead solution must be installed and confirmed by Schindler to be communicating before you proceed with plans to remove or cancel your existing service provider's line for your in-car emergency phone. Schindler will notify you once the Schindler Ahead phone service connection is confirmed. This will ensure there is no disruption with emergency communications with passengers in the elevator. If proprietary telephone equipment exists, you agree to replace the proprietary hardware with compatible hardware for an additional cost.

\_\_\_\_\_ Initial here to select DigitalAlarm as an additional service

ElevateMe – The Schindler Ahead ElevateMe service, enables passengers to call an elevator via their personal smartphone. Any smartphone with an Apple iOS or a Google Android operating system, can download the ElevateMe app from the respective app store. Via the app the elevator can be called, and the desired destination floor entered. The smartphone will substitute the typical elevator call via a landing or car operating panel\*. Once the service is active, all passengers using the smartphone application can place destination calls. The elevator must be equipped with Schindler Ahead to offer the feature. \*The landing and operating panels will remain and work as is.

Scope of Services:

- Software update and activation of feature on Schindler Cube
- Creation, printing and installation of QR Codes
- Commissioning of system, testing and registration via Schindler Ahead Control Center
- Permanent Monitoring and support via the Technical Operation Center (TOC)
- Regular Over-The-Air Update to ensure reliability and security of the hardware

\_\_\_\_\_ Initial here to select ElevateMe as an additional service

This Agreement includes the Connect tier of service.

This agreement will become effective on November 23, 2022. The price of this extended warranty agreement shall be \$243.00 (Dollars) per month, payable in annual installments of \$2,916.00, plus any applicable sales, use or other taxes. The price shall be adjusted annually as of the date of the local labor rate adjustment, to reflect changes in Schindler costs for labor. If there is a delay in determining a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. This offer is firm for 90 days from the date of our proposal. Acceptance beyond that date may require updates of the Price and Price Adjustment Provisions.

The pricing above includes a subscription price of \$10 per month for Schindler Ahead Connect on 1 unit, totaling \$10.00 per month. This will be payable in annual installments of \$120.00, exclusive of applicable taxes.

All other terms and conditions of the maintenance agreement remain in full force and effect, except as specifically modified herein. This Agreement is incorporated into and is part of the maintenance agreement. The annual contract price adjustments will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for Schindler Ahead as additional features and functionality are added to this offering. During the term of this agreement, you have the ability to adjust the tier you have selected at your convenience.

The terms and conditions attached here to are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

\*\*\*\*\* See page 4 for additional terms and conditions. \*\*\*\*\*

Alberta Pace

Proposed By: Alberta Pace

Estimate Number: APAE-CFQHSK (2022.5.1)

Date: December 14, 2022

DocuSigned by:

Brian Burke

Approved By: Brian Burke

For: Schindler Elevator Corporation

Date: 12/14/2022

Roger Harmon

Accepted By: Roger Harmon

For: Johnson County Facilities Management

Date: 12-27-22

## Terms and Conditions

Excluded from Schindler's inspection responsibilities are the following:

Hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; light fixtures and lamps; cover plates for signal fixtures and operating stations; smoke detectors; cleaning of cab interiors and exposed sills; plungers, casings and cylinders; all piping and connections except that portion which is exposed in the machine room and hoistway; emergency power generators; emergency cab lighting; communication devices; intercom or music systems; air conditioners or heaters, fireman's phones and card readers. Exterior panels; skirt and deck panels; balustrades; relamping of illuminated balustrades; power switches, fuses and feeders to controllers; cleaning of exposed surfaces; escalator steps and electric walk pallets; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.)

Other than title, there are no additional warranties or guarantees, expressed or implied, including but not limited to, warranties of merchantability or fitness for a particular purpose, which are expressly disclaimed.

The purchaser agrees to provide Schindler with full and free access to the Equipment to render inspection/service thereon, to provide a safe work place for Schindler's employees, and to remove any hazardous materials in accordance with applicable laws and regulations.

Schindler has based its price on the assumption that, in performing the work required by this Agreement, it will not encounter conditions having an unusual or adverse effect on the Equipment or the circumstances under which it must perform the work, it shall not be responsible for any adverse effects resulting from such conditions. If Schindler encounters such conditions, it may at its option, suspend the performance of Inspection and its warranty obligations under the Agreement pending negotiation of additional charges as compensation for increases in its costs.

Possession or control of the Equipment shall remain with the Purchaser, and the Purchaser shall retain its normal responsibility and liability as Owner, Possessor, or Custodian of the Equipment. The Purchaser agrees to at all times carefully monitor the Equipment and its use and, in the event of the malfunction, operation problem, or dangerous condition, to immediately remove the unit from service, erect barriers and post warnings to prevent use of the Equipment, and promptly notify Schindler using the Schindler Customer Service Network.

Schindler hereby disclaims responsibility for accidents, injuries or malfunctions related to misuse of the Equipment or vandalism, or for obsolescence, or other causes beyond our control, or for Equipment failures not detectable upon normal examination or otherwise not found to be the result of Schindler's specific negligent act or omission.

Schindler will not be responsible for a loss, damage, detention, or delay caused by strikes, lockouts, labor troubles, or disputes, fire, explosion, theft, earthquake, epidemics, pandemics, severe or unusual weather conditions, shortage of material or workers, malicious mischief, war, governmental orders, acts of God, or by any other cause beyond its control. Schindler will in no event be liable for special, indirect, incidental or consequential damages.

You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half of the remaining amount due under this agreement.

If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

- (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
- (b) Termination of the Agreement on ten (10) days prior written notice; and
- (c) Attorneys' fees, costs of collection and any other appropriate remedies for breach of contract.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.

Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

Our testing responsibilities do not include fees or changes imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. We will not name additional insureds. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

The following additional terms and conditions are incorporated:

Please note that paper invoices will incur a fee of \$29.99 per invoice.

To avoid this charge and have invoices emailed, check here

Invoices to be emailed to: facilities@johnsoncountytexas.org

After initial term of 3 years, this agreement will renew on a monthly basis.

Termination on Occurrence of Stated Events with a thirty (30) day written notice:

- A) Bankruptcy, insolvency or assignment for the benefit of creditors of either party
- B) Sale of the business of either party
- C) Sale of the property by owner - Upon the sale of the property or business, this agreement may transfer to new ownership should new owner agree. This provision supercedes the standard assign to successor statement listed in Item 8 under Terms and Conditions.
- D) Assignment of the Contract by either party without the prior written consent of the other party
- E) Change of management of the property by owner
- F) Termination by owner for default of contract - Should Contractor default in the performance (or fail to perform under the terms) of this Contract and/or materially breach any of its provisions, and fail to cure any such breach or default within thirty (30) days after written notice of such breach or default is received by Contractor, Owner, at Owner's sole option, may terminate this Contract immediately by giving written notice to Contractor.

**PAYMENT OPTIONS**

(1) Please select a Method of Payment:

Direct Debit                      1% Discount (Attach Copy of voided check)

Credit Card                      3% Addition

Visa                       MC                       AMEX

Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Check

Other: \_\_\_\_\_

(2) Please select a Payment Frequency (Other than Annual):

Semi-Annual                      1% Addition

Quarterly                      3% Addition

Monthly                      5% Addition

Johnson County Sub- Courthouse  
Equipment List

**EQUIPMENT DESCRIPTION:**

Qty	Manufacturer	Equipment	Application Description	Rise/Length Openings	Capacity	Speed	Install#
1	Schindler	Hydraulic Passenger	ELEV 01	2F/0R	2500	100	N8648

**JOHNSON COUNTY CONTRACT TERMS  
ADDENDUM – SCHINDLER ELEVATOR CORPORATION -  
EXTENDED WARRANTY AND MAINTENANCE  
Burleson Sub-courthouse**

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**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 sometimes referred to as “**COUNTY** and **SCHINDLER ELEVATOR CORPORATION**, sometimes referred to as “**SCHINDLER**” in documents making up the Agreement. **JOHNSON COUNTY, SCHINDLER**, (or both, as may be applicable) may be collectively identified as the “**Parties**” or each individually a “**Party**”). **This Addendum is part of the Agreement with SCHINDLER ELEVATOR CORPORATION and is intended to modify (as set forth in this Addendum) all documents, put forth by SCHINDLER ELEVATOR CORPORATION. This Addendum modifies (as set forth in this Addendum) the SCHINDLER Extended Warranty Agreement and the Terms and Conditions and any other document proffered to JOHNSON COUNTY by SCHINDLER**

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

**2.2**

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.

**2.3**

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 31<sup>st</sup> 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.

### 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 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 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 **SCHINDLER** might lawfully seek to claim as confidential, then County will forward the request to **SCHINDLER**. It shall be the obligation of **SCHINDLER** 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 **SCHINDLER** in making such submission to the Texas Attorney General's Office. **SCHINDLER** 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

If the Agreement provides for the continuation of this Agreement from year to year, then continuation is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by **SCHINDLER**, pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary. **Notwithstanding the foregoing, in no event shall this Agreement continue for a period exceeding 72 months from the date of execution of this Addendum without additional specific consideration and approval by the Commissioners Court of Johnson County, Texas.**

7.2

**OMITTED BY AGREEMENT**

8.1

**SCHINDLER**, certifies that pursuant to Section 231.006 of the Texas Family Code 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. **SCHINDLER**, states that it is not ineligible to receive State or Federal funds due to child support arrearages

8.2

**SCHINDLER**, 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. **SCHINDLER**, further 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.

### 8.3

**SCHINDLER.** 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.

### 8.4

**SCHINDLER.** 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.

### 9.1

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.

### 9.2

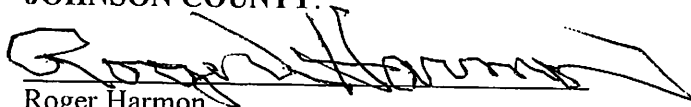
Notwithstanding any other provision in this Addendum or the associated documents, to the extent **SCHINDLER.** is being contracted to provide information technology and services or to maintain and make available information for use by Johnson County and the public, including documents, data, content and records then said documents, data, content and records are and shall be the exclusive property of Johnson County, Texas or the State of Texas or a political subdivision thereof.

### 9.3

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 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 SCHINDLER. IS HEREBY DELETED.**


APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

  
Roger Harmon  
As Johnson County Judge

12-27-22  
Date

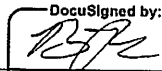
Attest:

  
County Clerk, Johnson County

12-27-22  
Date



SCHINDLER ELEVATOR CORPORATION:

DocuSigned by:  
  
Authorized Representative of  
SCHINDLER ELEVATOR CORPORATION

12/15/2022  
Date

Printed Name: Brian Burke

Title: General Manager