
**AMENDMENT NO. 5
FOR
FACILITY SECURITY EQUIPMENT, SYSTEMS AND SERVICES WITH RELATED
EQUIPMENT AND SUPPLIES**

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Johnson Controls Fire Protection LP, with a place of business at 12728 Shoemaker Avenue, Santa Fe Springs, CA, 90670, (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties".

RECITALS

WHEREAS, County and SimplexGrinnell LP entered into Regional Cooperative Agreement RCA-017-18010010, for Facility Security Equipment, Systems and Services with Related Equipment and Supplies, effective September 25, 2017 through June 30, 2021 (hereinafter referred to as "RCA"); and

WHEREAS, the Parties executed RCA Amendment Number One to reflect Contractor's name change from SimplexGrinnell LP to Johnson Controls Fire Protection LP as the result of a merger; and

WHEREAS, the Parties executed RCA Amendment Number Two to revise Paragraph Q, Change of Ownership, of the RCA; and

WHEREAS, County and Contractor entered into RCA Subordinate Contract MA-080-19010357 for Facility Security Equipment, Systems and Services with Related Equipment and Supplies, effective May 1, 2019 through April 30, 2022, in the amount of \$3,500,00.00, (hereinafter referred to as "Contract"); and

WHEREAS, the Parties executed Contract Amendment Number One to revise Attachment B, Contractor's Pricing; and,

WHEREAS, the Parties executed Contract Amendment Number Two to amend the Contract to correct Contractor's legal name; and

WHEREAS, the Parties executed Contract Amendment Number Two to amend Article 4 to increase the Contract Not to Exceed Limit from \$3,500,000.00 to \$3,524,706.00; and,

WHEREAS, the Parties executed Contract Amendment Number Two to amend Article 5 to reflect changes to the Contract's Notice information; and,

WHEREAS, the Parties executed Contract Amendment Number Two to amend Attachment A of the Contract to revise the list of locations and equipment to be serviced; and,

WHEREAS, the Parties executed Contract Amendment Number Two to amend Attachment B, Section II, of the Contract to reflect the fees and charges associated with the revised list of locations and equipment to be serviced; and,

WHEREAS, the Parties executed Contract Amendment Number Three to revise Attachment B of the Contract to correct the Fees and Charges; and

WHEREAS, the Parties executed Contract Amendment Number Four to revise Attachment A to add new locations, effective November 16, 2021; and,

*County of Orange, OC Public Works
Johnson Controls Fire Protection LP*

WHEREAS, the Parties executed Contract Amendment Number Four to revise Attachment B to increase the annual and total contract amount for a new Total Contract Amount of \$3,652,464, effective November 16, 2021; and,

WHEREAS, the Parties now desire to extend the Contract for two (2) months effective May 1, 2022 through June 30, 2022; and,

WHEREAS, the Parties now desire to increase the predetermined service amounts, thereby increasing the Total Contract Not to Exceed Amount from \$3,652,464 to \$3,794,574; and,

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Article 2 of the Contract shall be amended to include:

The Contract shall be extended for two (2) months effective May 1, 2022 through June 30, 2022.

2. Article 4 of the Contract shall be amended to read in its entirety as follows:

4. Not to Exceed Limit: The total amount of this Subordinate Contract shall not exceed **\$3,794,574.00**. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by.

3. Attachment B, Section III, Paragraph A’s “Contract Shall Not Exceed” entry shall be revised as follows:

CONTRACT SHALL NOT EXCEED	\$3,794,574
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4. This Amendment modifies the Contract only as expressly set forth above and does not modify, alter, or amend the Contract in any other manner. All other terms and conditions of the Contract and earlier amendments are incorporated by reference and shall remain in full force and effect.

Signature Page Follows

County of Orange, OC Public Works
Johnson Controls Fire Protection LP

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown below their respective signatures below.

JOHNSON CONTROLS FIRE PROTECTION LP

By: Andrew Krynen
Print Name: Andrew Krynen
Title: Area VP
Corporate Officer
Date: 1/24/2022

By: _____
Print Name: _____
Title: _____
Corporate Officer
Date: _____

COUNTY OF ORANGE, a political subdivision of the State of California

By: _____
Print Name: _____
Title: Deputy Purchasing Agent
Date: _____

APPROVED AS TO FORM:

County Counsel

By William Ninh William Ninh
Deputy
Date 1/24/2022

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

DELEGATION OF AUTHORITY CERTIFICATE

The undersigned, Nathan D. Manning, Vice President, Field Operations, pursuant to the authority vested in him by: (i) a Sub-Delegation of Authority from the President of **Johnson Controls, Inc.**, a Wisconsin corporation (“JCI”), dated May 14, 2020, (ii) an Incumbency Certificate and Delegation of Authority from the general partner of **Johnson Controls Fire Protection LP**, a Delaware limited partnership (“JCFP”), dated May 14, 2020, and (iii) a Written Consent in Lieu of Special Meeting of the Management Board from **Johnson Controls Security Solutions LLC**, a Delaware limited liability company (“JCSS”), dated April 27, 2020, hereby authorizes:

Andrew Krynen
Area General Manager

(the “Delegate”) to perform, on behalf of each of JCI, JCFP and JCSS, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business and in accordance with the current Global Approval Authority Matrix.

This authority does not extend to:

- a. contracts without a (i) financial cap on liability, (ii) fault-based indemnity, and (iii) waiver of consequential damages, unless approved in accordance with the current Global Approval Authority Matrix;
- b. further sub-delegation of the above acts absent necessary approvals in writing;
- c. the execution of surety, performance or bid bonds;
- d. the signing of any notes, contracts, or any other agreement to borrow money in the name of JCI, JCFP and JCSS, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of JCI, JCFP and JCSS; or
- e. the signing, on behalf of JCI, JCFP and JCSS, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such Delegate within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of JCI, JCFP and JCSS.

This authority shall remain in full force and effect for one year from the date of issue unless earlier terminated by JCI, JCFP or JCSS or shall automatically terminate upon the end of Delegate’s employment with any affiliated company of Johnson Controls International plc.

Signed at Milwaukee, Wisconsin, this 22nd day of May, 2021.

Johnson Controls, Inc. Johnson Controls
Fire Protection LP, and Johnson Controls
Security Solutions LLC

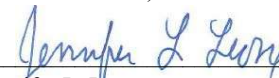


Nathan D. Manning
Vice President, Field Operations

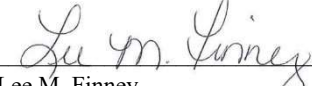
ATTESTS:



Steve W. Keane
Vice President and Assistant Secretary
Johnson Controls, Inc.



Jennifer L. Leong
Vice President and Secretary
Johnson Controls Fire Protection LP



Lee M. Finney
Vice President and Secretary
Johnson Controls Security Solutions LLC