

AMENDMENT NUMBER ~~ONE~~ TWO  
 TO  
 CONTRACT NUMBER MA-060-16011634  
 BETWEEN THE  
 COUNTY OF ORANGE  
 AND  
 JOHNSON CONTROLS FIRE PROTECTION LP

This AMENDMENT NUMBER ~~ONE~~ TWO to CONTRACT Number MA-060-16011634 (hereinafter "AMENDMENT NUMBER ~~ONE~~ TWO") between the County of Orange, a political subdivision of the State of California, (hereinafter "COUNTY") and Johnson Controls dba Johnson Controls Fire Protection LP (formerly Tyco dba SimplexGrinnell LP), (hereinafter "CONTRACTOR") with a place of business at 12728 Shoemaker Ave. Santa Fe Springs, CA 90670, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Fire Protection Systems Maintenance Service on May 24, 2016 as Contract Number MA-060-16011634 (hereinafter "ORIGINAL CONTRACT"), for a two (2) year term of June 1, 2016 through and including May 31, 2018, renewable for one (1) additional two-year term and one (1) additional one-year term;

WHEREAS, CONTRACTOR informed COUNTY that on January 25, 2016, Tyco International, the ultimate indirect parent of Simplex Grinnell LP, publicly announced its plan to merge the combined companies to form Johnson Controls, and as part of the reorganization, SimplexGrinnell's name was changed to Johnson Controls Fire Protection LP, but there has been no change in ownership; and

~~WHEREAS, CONTRACTOR wishes to continue to provide services under the terms of the ORIGINAL CONTRACT; and~~

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ renewed the ORIGINAL CONTRACT and amended it to reflect CONTRACTOR'S name change on May 8, 2018 as Contract Number MA-060-18011244 for a two-year term of June 1, 2018 through and including May 31, 2020 in an amount not to exceed \$765,865.41 ~~and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT~~ (hereinafter "AMENDMENT NUMBER ONE"); and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT as Contract Number MA-060-20011092 for a one-year term of June 1, 2020 through and including May 31, 2021 in an amount not to exceed \$382,932.71, and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT; and

WHEREAS, COUNTY desires to amend Paragraph S., Change of Ownership of the ORIGINAL CONTRACT in its entirety, and the CONTRACTOR has confirmed in writing

that they understand and are in compliance with the County's Conflict of Interest Policy as stated in Paragraph S herein;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

~~1. CONTRACTOR NAME CHANGE~~

~~Effective February 9, 2018:~~

- ~~a. COUNTY hereby recognizes that Tyco International merged with SimplexGrinnell LP, and as part of the reorganization, Tyco changed its name to Johnson Controls and SimplexGrinnell LP changed its name to Johnson Controls Fire Protection LP. CONTRACTOR represents that there were no other changes to CONTRACTOR'S Federal Tax Identification Number (EIN), corporate business address, bank accounts, wiring instructions, or company management, technical staff and financial personnel. Neither the merger nor name change shall be considered an assignment for purposes of the ORIGINAL CONTRACT.~~
- ~~b. CONTRACTOR AND COUNTY agree that all references to "Tyco dba SimplexGrinnell LP" in the ORIGINAL CONTRACT are modified to read "Johnson Controls Fire Protection LP" or "Johnson Controls".~~
- ~~c. Neither the merger nor name change shall affect the obligations of the CONTRACTOR, and CONTRACTOR shall continue to perform all of its duties and responsibilities under the ORIGINAL CONTRACT.~~
- ~~d. Except as expressly amended hereby, all the remaining terms and conditions of the ORIGINAL CONTRACT shall remain in full force and effect.~~

~~1. 2. ARTICLES~~

- ~~a. Additional Terms and Conditions, Section 2, Term of Contract, is amended to read in its entirety as follows:~~

~~2. Term of Contract:~~

~~This Contract shall commence upon execution of all necessary signatures, and continue in effect from 6/1/16 through 5/31/20~~1~~, unless otherwise terminated by COUNTY. The period of 6/1/16 through and including 5/31/18 shall be known as Contract number MA-060-16011634. The period of 6/1/18 through and including 5/31/20 shall be known as Contract number MA-060-18011244. The period of 6/1/20 through and including 5/31/21 shall be known as Contract number MA-060-20011092. ~~Contract may be~~~~

~~renewed for up to one (1) additional one year consecutive term, upon mutual agreement of both Parties. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give reason if it elects not to renew.~~ Contract may not be renewed.

b. General Terms and Conditions, Paragraph S, Change of Ownership/Name, Litigation Status, Conflict with County Interests, is amended in its entirety as follows:

S. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract number MA-060-16011634) is attached hereto as Exhibit A and incorporated by this reference.

3. A true and correct copy of the AMENDMENT NUMBER ONE (Contract number MA-060-18011244) is attached hereto as Exhibit B and incorporated by this reference.
34. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ~~ONE~~ TWO, remain in full force and effect.

- Signature Page Follows -

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~ONE~~ TWO to ORIGINAL CONTRACT MA-060-16011634

\*Contractor: Johnson Controls Fire Protection LP

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*Contractor: Johnson Controls Fire Protection LP

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

*\* If the contracting party is a corporation, (2) two signatures are required: (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 signature to bind the company.*

County of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by the Board of Supervisors: \_\_\_\_\_

Approved as to Form  
Office of the County Counsel  
Orange County, California

By: \_\_\_\_\_  
Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-16011634)

**EXHIBIT B**

**AMENDMENT NUMBER ONE (Contract Number MA-060-18011244)**