

1 **AGREEMENT FOR ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES UNDER**
2 **AGREEMENT NO. A-25-093**

3 This Agreement for Assignment of Rights and Delegation of Duties (“Assignment”) is
4 dated _____ and is between Johnson Controls, Inc., a Wisconsin corporation
5 (“Assignor”), Johnson Controls Building Solutions, LLC, a Delaware limited liability company
6 (“Assignee” or “Contractor”), and the County of Fresno, a political subdivision of the State of
7 California (“County”).

8 **Recitals**

9 A. On March 11, 2025, the County and the Assignor entered into County agreement
10 number A-25-093 (“Agreement”), for licenses and maintenance of Metasys hardware
11 (“Metasys”), a building automation system, and related components.

12 B. By letter correspondence dated December 22, 2025, the Assignor advised it would be
13 centralizing its contracts and accounts under a new business entity (the Assignee), effective
14 January 5, 2026.

15 C. Section 13.2 of the Agreement allows for assignment of the Agreement with the written
16 consent of both parties. The Assignor therefore wishes to assign, transfer, and delegate all its
17 rights, benefits, responsibilities, and obligations under the Agreement to the Assignee.

18 D. The Assignee represents that it is willing and qualified to accept the assignment of rights
19 and delegation of obligations of the Assignor under the Agreement and agrees to each term and
20 condition of the Agreement.

21 E. The Assignor represents that it does not have any claims against the County, including
22 claims for payment.

23 F. The County and the Assignor now desire to assign the Agreement to the Assignee.

24 The parties therefore agree as follows:

25 **Assignment**

26 1. The Assignor hereby assigns to the Assignee all of the Assignor’s rights and interests in
27 and to the Agreement; and further delegates to the Assignee all of the Assignor’s duties,
28 obligations of performance, and liabilities under the Agreement.

1 **Acceptance**

2 2. The Assignee hereby accepts from the Assignor such assignment of the Agreement; and

3 3. The Assignee agrees, as a direct obligation to the County and without qualification or
4 reservation of rights, to perform each and every one of the Assignor's obligations and
5 responsibilities under the Agreement as though the Assignee was the signatory party to the
6 Agreement in lieu of the Assignor. As such, the Assignee agrees that its liability under the
7 Agreement shall include liability accruing as a result of the Assignor's, as well as Assignee's,
8 performance or failure to perform its obligations under the Agreement. By its acceptance of said
9 obligations of the Assignor under the Agreement, the Assignee further agrees to hold the
10 Assignor harmless from any liability for performance or nonperformance of such obligations,
11 from and after the effective date of this assignment throughout the remaining term of the
12 Agreement.

13 4. The Assignee represents to the County that the Assignee's agent for service of process
14 is in California, and that such agent's address for receiving such service of process in California,
15 which information the Contractor shall maintain with the office of the California Secretary of
16 State, is as follows:

17 **CT Corporation Systems**
18 330 N. Brand Blvd.
19 Glendale, CA 91203

20 The Assignee further represents to the County that if the Assignee changes its agent for
21 service of process in California, or the Assignee's agent for service of process in California
22 changes its address for receiving such service of process in California, which changed
23 information the Assignee shall maintain with the office of the California Secretary of State, the
24 Assignee shall give the County written notice thereof within five calendar days thereof pursuant
25 to Article 5 of Agreement No. A-25-093.

26 **Authorization**

27 5. Each person executing this Assignment in a representative capacity hereby warrants
28 and represents that he or she is authorized to do so and that his or her signature shall be
binding on that party.

1 6. The parties agree that this Assignment may be executed by electronic signature as
2 provided in this section.

3 a. An “electronic signature” means any symbol or process intended by an individual
4 signing this Assignment to represent their signature, including but not limited to (1) a
5 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
6 electronically scanned and transmitted (for example by PDF document) of a
7 handwritten signature.

8 b. Each electronic signature affixed or attached to this Assignment is deemed
9 equivalent to a valid original handwritten signature of the person signing this
10 Assignment for all purposes, including but not limited to evidentiary proof in any
11 administrative or judicial proceeding, and (2) has the same force and effect as the
12 valid original handwritten signature of that person.

13 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
14 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
15 2, Title 2.5, beginning with section 1633.1).

16 d. Each party using a digital signature represents that it has undertaken and satisfied
17 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
18 through (5), and agrees that each other party may rely upon that representation.

19 e. This Assignment is not conditioned upon the parties conducting the transactions
20 under it by electronic means and either party may sign this Assignment with an
21 original handwritten signature.

22 7. The parties agree that this Assignment is sufficient to assign the Agreement, and that
23 upon execution of this Assignment, the Agreement, and this Assignment, together shall be
24 considered the Agreement.

25 8. The Assignment and Agreement shall be effective retroactively to January 5, 2026. All
26 provisions, terms, covenants, conditions, and promises contained in the Agreement and not
27 amended shall remain in full force and effect.

1 The parties are signing this Assignment on the date stated in the introductory clause.

2 ASSIGNOR

COUNTY OF FRESNO

3
4 *Robert Rogers*

[Robert Rogers \(Apr 3, 2026 14:49:23 PDT\)](#)

5 Robert Rogers, Regional Service Manager

6 3451 W. Ashlan Ave.
7 Fresno, CA 93722

8 Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

Attest:
9 Bernice E. Seidel
10 Clerk of the Board of Supervisors
11 County of Fresno, State of California

12 ASSIGNEE

13 *Dan J. Rivkin*

[Dan J. Rivkin \(Apr 17, 2026 11:50:11 PDT\)](#)

14 Dan J. Rivkin, Market General Manager

15 5757 North Green Bay Avenue
16 Glendale, WI 53209

By: _____
17 Deputy

18 For accounting use only:

19 Org No.: 8935
20 Account No.: 7205
21 Fund No.: 1045
22 Subclass No.: 10000