County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

February 15, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF ASSIGNMENT JOHNSON CONTROLS, INC. FLEET AUTOMOTIVE MANAGEMENT AND MAINTENANCE SERVICES (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached Assignment Agreement between Johnson Controls World Services, Inc. and Johnson Controls, Inc., to perform fleet automotive management and maintenance services under County Agreement Number 73697.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the assignment between Johnson Controls World Services Inc. and Johnson Controls, Inc. Johnson Controls Inc., has requested to take over, assume, perform, and complete the work of the Agreement.

Implementation of Strategic Plan Goals

The services provided under this Contract support the County's Strategic Goal No. 1, Service Excellence, by continuing to strengthen the quality of maintenance and availability of vehicles in service.

FISCAL IMPACT/FINANCING

Funding for these services is budgeted annually by the Sheriff's Department. The maximum sum for the term of this Agreement is $77,522,700.

The Sheriff's Department has included appropriation in the Fiscal Year 2004-2005 operating budget to fund this Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 16, 2001, your Board adopted Agreement No. 73697 with Johnson Controls World Services Inc. for automotive fleet management and maintenance services, which became effective November 1, 2001. Under the agreement, Johnson Controls, Inc. will assume all of the rights, responsibilities and liabilities previously held by Johnson Controls World Services, Inc.

This Assignment Agreement has been approved as to form by County Counsel.

This is a Proposition A Contract. The Contractor has evaluated and will fully comply with the requirements of the Living Wage Program.

IMPACT ON CURRENT SERVICES

There will be no negative impact on the current Sheriff's operations and services. Services will continue to be provided by the same personnel, under the same terms of the existing contract.

CONCLUSION

Upon approval by your Board, please return two (2) adopted copies of this action to the Sheriff's Department, Contracts Unit.

Respectfully submitted,

LEROY D. BACA
SHERIFF

COUNTY OF LOS ANGELES

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT between Johnson Controls World Services Inc. (sometimes referred to as "Assignor"), Johnson Controls, Inc. (sometimes referred to as "Assignee") and the County of Los Angeles, hereafter called the "Customer" or "County" and executed this _____ day of February, 2005 witnesseth:

THAT WHEREAS, the Customer entered into that certain Fleet Automotive Management and Maintenance Agreement No. 73697 with Johnson Controls World Services, Inc., effective November 1, 2001 and adopted by the Board of Supervisors, County of Los Angeles on October 16, 2001, to perform services required by the Customer (the "Agreement");

WHEREAS, Johnson Controls, Inc. desires to take over, assume, perform, and complete the Agreement;

WHEREAS, the Customer has agreed to the assumption by Johnson Controls, Inc. of said Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

The Customer, Johnson Controls World Services, Inc., and Johnson Controls, Inc. hereby agree that Johnson Controls, Inc., effective _____, 2005, will take over, assume, perform, and complete the Agreement, including any indemnification obligations thereunder pursuant to the terms of the Agreement. This Assignment Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto.

Assignee accepts the assignment to it by Assignor of all of Assignor's right, title and interest in and to, and the delegation to it by Assignor of all of Assignor's duties and obligations under the agreement

Assignee covenants that it approves, ratifies and confirms all terms, covenants and conditions and provisions of the Agreement, that it will perform at its own expense all duties and obligations imposed on Assignor by the Agreement and that it will be bound by all the terms, covenants, conditions provisions and obligations of the Agreement after the effective date of the assignment.

County agrees to and acknowledges the assumption and the Agreement by Assignee to perform and be bound by all terms, conditions, covenants, and provisions of the Agreement, and all duties and obligations of Assignor under the Agreement.

This consent relates only to the assignment described herein. Assignee may not assign any interest in the Agreement without County's prior written consent which consent may be withheld or delayed in the sole discretion of County.

COUNTY OF LOS ANGELES
AGREEMENT NO. 73697
FLEET AUTOMOTIVE MANAGEMENT AND MAINTENANCE SERVICES

IN WITNESS WHEREOF, Johnson Controls, Inc. and Johnson Controls World Services, Inc. has subscribed this Assignment Agreement, or caused it to be duly subscribed and the County of Los Angeles, by order of its Board of Supervisors has caused this Assignment Agreement to be subscribed on its behalf by it duly authorized officers and attested by the Executive Officer-Clerk of the Board of Supervisors, thereof the date first above written.

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

JOHNSON CONTROLS, INC.

By: _____

Its: VP/GM AMERICAS

JOHNSON CONTROLS WORLD SERVICES, INC.

By: _____

Its: Secretary

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
Of the Board of Supervisors

By: _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By: _____ Date: 1-31-05
GARY GROSS FOR GG
Principal Deputy County Counsel