

**SUBORDINATE CONTRACT MA-080-23011282**

**FOR**

**FIRE EXTINGUISHER AND FIRE HOSE MAINTENANCE  
SERVICES**

**BETWEEN**

**OC PUBLIC WORKS**

**AND**

**MAJESTIC FIRE INC DBA KORD FIRE PROTECTION**



**SUBORDINATE CONTRACT MA-080-23011282  
FOR  
FIRE EXTINGUISHER AND FIRE HOSE MAINTENANCE SERVICES  
WITH  
MAJESTIC FIRE INC DBA KORD FIRE PROTECTION**

THIS Subordinate Contract MA-080-23011282 for Fire Extinguisher and Fire Hose Maintenance Services (“Contract”) 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 (“County”) and Majestic Fire Inc dba Kord Fire Protection, with a place of business at P.O. Box 57019, Sherman Oaks, CA 91413 (“Contractor”) with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties.”

**RECITALS**

WHEREAS, the County of Orange, County Procurement Office (“CPO”) has issued Regional Cooperative Agreement RCA-017-23010051 (“RCA”), effective November 15, 2023 through November 14, 2028; and,

WHEREAS, County and Contractor desire to enter into Contract MA-080-23011282 for Fire Extinguisher and Fire Hose Maintenance Services pursuant to the Scope of Work, Pricing, Terms and Conditions of the RCA; and,

WHEREAS, Contractor agrees to provide Fire Extinguisher and Fire Hose Maintenance Services to the County in accordance with the Specifications, Pricing, Terms and Conditions of the RCA, incorporated herein by reference; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in the RCA; and,

NOW, THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

1. **Scope of Contract:** This Subordinate Contract specifies the contractual terms and conditions by which the Contractor shall provide Fire Extinguisher and Fire Hose Maintenance Services in accordance with the RCA.
2. **Term:** The initial term of this Subordinate Contract shall be effective upon execution of all authorized signatures or upon Board of Supervisors approval, whichever occurs later, and shall be effective for three (3) years from that date, unless otherwise terminated as provided herein.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two years. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Compensation & Payment:** Contractor agrees to provide Fire Extinguisher and Fire Hose Maintenance Services at the fixed rate set forth in the RCA.
5. **Not-To-Exceed Limit:** The amount of this Subordinate Contract shall not exceed \$1,053,000.00. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by the Parties.
6. **Expenditure Limit:** The Contractor shall notify the County Project Manager in writing when expenditures reach 75 percent of the dollar limit on the Subordinate Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Subordinate Contract unless an amendment to cover those costs has been issued.

7. **Termination:** In addition to any other remedies or rights it may have by law and under the Terms and Conditions of the RCA, County has the right to terminate this Contract without penalty. Termination may be immediate for cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, or any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation under this Contract but shall have no effect on the RCA.

In the event of change of control, to the extent necessary, Contractor shall provide reasonably requested assistance in the transferring of services.

8. **Civil Rights and Non-Discrimination:**

1. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975 as amended, Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
3. **Compliance with Nondiscrimination Requirements:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:
- a. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
  - b. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the

contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Contractor is required to insert the above paragraphs (a) through (f) in every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.

- 4. **Title VI List of Pertinent Nondiscrimination Acts and Authorities:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
  - 1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - 2. 49 CFR part 21 (Nondiscrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27(Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990(42 USC § 12101, *et seq.*)( prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005));
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract at any tier. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

5. **Civil Rights Training:** Upon request by the County, Contractor is required to disseminate and provide training materials and other information related to Title VI Civil Rights to its staff as specified by the County.

9. **Additional Insurance Provisions** (John Wayne Airport Commercial Ramp)

Coverage	Minimum Limits
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$5,000,000 per occurrence Commercial Ramp Access

10. **Anti-Idling Policy:** Within six months of Contract execution, Contractor must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third party vehicles that enter Airport property at the direction of Contractor.
11. **Notices:** Any and all notices, requests, demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Majestic Fire Inc dba Kord Fire Protection  
P.O. Box 57019  
Sherman Oaks, CA 91413  
Attn: Jennifer Ibarra  
Phone: 626-930-9212  
Email: [Jenn@kordfire.com](mailto:Jenn@kordfire.com)

County: OC Facilities/Maintenance & Engineering  
1143 E. Fruit Street  
Santa Ana, CA 92701  
Attn: Dale Vermillion  
Phone: 714-667-3281  
Email: [Dale.Vermillion@ocpw.ocgov.com](mailto:Dale.Vermillion@ocpw.ocgov.com)

OC Fleet Services  
445 Civic Center Drive West  
Santa Ana, CA 92701  
Attn: Frank McIlvenny  
Phone: 714-667-9621  
Email: [Frank.McIlvenny@ocpw.ocgov.com](mailto:Frank.McIlvenny@ocpw.ocgov.com)

OC Environmental Resources  
2301 N. Glassell St.  
Orange, CA 92865  
Attn: Maria Tamez  
Phone: 714-955-0635  
Email: [Maria.Tamez@ocpw.ocgov.com](mailto:Maria.Tamez@ocpw.ocgov.com)

John Wayne Airport  
3180 Airway Ave.  
Costa Mesa, CA 92626

Attn: Jared Sharp  
 Phone: 714-478-0127  
 Email: [Jared.Sharp@ocpw.ocgov.com](mailto:Jared.Sharp@ocpw.ocgov.com)

12. **Final Payment:** Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts all the work and JWA issued badges are returned to Badging Office.
13. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
- A. Contractor’s name and address
  - B. Contractor’s remittance address, if different from “A” above
  - C. Contractor’s Taxpayer ID Number
  - D. Name of County Agency/Department
  - E. Delivery/Service address
  - F. Master Agreement (MA) or Purchase Order (PO) number
  - G. Agency/Department’s Account Number
  - H. Date of invoice
  - I. Product/Service description, quantity, and prices
  - J. Sales tax, if applicable
  - K. Freight/Delivery charges, if applicable
  - L. Total

Invoices and support documentation for OC Public Works are to be forwarded to:

**OC Facilities Maintenance**  
 Attn: Facilities Operations PMT Admin  
 601 N. Ross Street, 2 Floor  
 Santa Ana, CA 92701  
 Email: [facops@ocpw.ocgov.com](mailto:facops@ocpw.ocgov.com)

**OC Fleet Services and OC Environmental Resources/OC Watersheds and Agriculture  
 Commissioner**

Attn: Accounts Payable  
 PO Box 4048  
 Santa Ana, CA 92702-4048  
 Email: [accountspayable@ocpw.ocgov.com](mailto:accountspayable@ocpw.ocgov.com)

Invoices and support documentation for John Wayne Airport are to be forwarded to:

**JWA Maintenance**  
 Attn: Accounts Payable  
 3160 Airway Avenue  
 Costa Mesa, CA 92626  
 Email: [accountspayable@ocair.com](mailto:accountspayable@ocair.com)

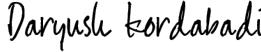
Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**Signature Page follows**

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

**MAJESTIC FIRE INC DBA KORD FIRE PROTECTION\***

	Daryush Kordabadi	President	12/14/2023
Signature	Name	Title	Date

	McKenzie Stevens	CFO	12/18/2023
Signature	Name	Title	Date

**COUNTY OF ORANGE, A political subdivision of the State of California  
COUNTY AUTHORIZED SIGNATURE:**

Signature	Name	Title	Date
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**APPROVED AS TO FORM:  
County Counsel**

By William Mule  
**Deputy**

Date 12/18/2023

\* 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 signee to bind the corporation.



**ATTACHMENT A  
SCOPE OF WORK**

**I. SCOPE OF WORK:** Contractor shall provide Fire Extinguishers, Fire Hoses and Related Services to various departments/agencies located through the County of Orange, including those not listed herein.

**II. SERVICE LOCATIONS AND CONTACTS:**

**A. OC Facilities – Maintenance**

Attn: Dale Vermillion

Phone: 714-667-4963

Email: [Dale.Vermillion@ocpw.ocgov.com](mailto:Dale.Vermillion@ocpw.ocgov.com)

Service Locations:

1. OC Public Works – Headquarters, 300 North Flower Street, Santa Ana
2. Hutton Towers parking structure, 1002 Santa Ana Boulevard, Santa Ana
3. OC Public Works – Facilities Operations, 1143 East Fruit Street, Santa Ana.
4. OC Public Works – Construction, 1152 East Fruit Street, Santa Ana
5. OC Public Works – Records Center, 1141-43 East Chestnut Street, Santa Ana
6. County Operations Center, 1300 South Grand, Bldgs. A, B, & C, Santa Ana
7. County Executive Office, Data Center, 1400 South Grand, Santa Ana
8. County Administration South, 601 North Ross Street, Santa Ana
9. County Administration North, 400 W Civic Center Drive, Santa Ana
10. HCA and ROV New, 401 West Civic Center Drive, Santa Ana
11. Law Library, 515 North Flower Street, Santa Ana
12. Manchester Office Building, 301 City Drive, Orange
13. Manchester Office Building Parking Structures, 1 & 2 343-313 City Drive, Orange
14. Probation, Juvenile Hall, 331 City Drive, Orange
15. Probation, Youth Leadership Academy, 3155 Justice Way, Orange
16. Probation, Joplin Youth Center, 1948 Rose Canyon Drive, Trabuco Canyon
17. Probation/Sheriff's Office, 909 North Main Street, Santa Ana
18. Probation Office, 23271 Verdugo Drive, Laguna Hills
19. Probation, Youth Guidance Center, 3030 N. Hesperian Way, Santa Ana
20. OC Public Works –Central Utility Facility (CUF), 525 N. Flower St., Santa Ana
21. Sheriff Forensic, 320 North Flower, Santa Ana
22. Stadium Parking, 1020 West Civic Center Dr., Santa Ana
23. Health Care Agency, Epidemiology Lab, 1719 West 17<sup>th</sup> St., Santa Ana
24. Health Care Agency, 1725 West 17<sup>th</sup> St., Santa Ana
25. Sheriff-Coroner Dept., Harbor Patrol Headquarters, 1901 Bayside Drive, Corona Del Mar
26. Civic Center Parking, 510 Flower St., Santa Ana
27. Appellate Court Parking, 19 Civic Center Plaza, Santa Ana
28. Courthouse Parking, 690 West Civic Center Drive, Santa Ana

**B. OC Fleet Services**

Attn: Frank McIlvenny

Phone: 714-667-9621

Email: [Frank.McILvenny@ocpw.ocgov.com](mailto:Frank.McILvenny@ocpw.ocgov.com)

Service Locations:

1. OC Fleet Services, 445 Civic Center Drive West, Santa Ana
2. OC Fleet Services Shop I, 1102 East Fruit Street, Santa Ana

3. OC Fleet Services Shop II, 2023 West Collins Avenue, Orange

C. OC Environmental Resources/OC Watersheds and Agriculture Commissioner

Attn: Maria Tamez

Phone: 714-955-0635

Email: [Maria.Tamez@ocpw.ocgov.com](mailto:Maria.Tamez@ocpw.ocgov.com)

Service Locations:

1. OC Watersheds, 2245 Glassell Street, Orange
2. OC Watersheds, 2301 Glassell Street, Orange
3. Agriculture Commissioner Lab, 222 Bristol Lane, Orange

D. John Wayne Airport

Attn: Jared Sharp

Phone: 714-478-0127

Email: [Jared.Sharp@ocpw.ocgov.com](mailto:Jared.Sharp@ocpw.ocgov.com)

Service Locations:

1. John Wayne Airport “JWA” Terminal, 18601 Airport Way, Santa Ana
  - a. Including Parking Structures, Terminals, Central Utility Plant, “CUP”, Airfield equipment and buildings.
2. JWA Administration, 3160 Airway Ave, Costa Mesa
3. JWA Maintenance, 3180 Airway Ave, Costa Mesa