

**SUBORDINATE CONTRACT MA-280-22011535**

**FOR**

**FACILITY SECURITY SYSTEMS, EQUIPMENT, AND SOFTWARE  
WITH RELATED SERVICES**

**BETWEEN**

**COUNTY OF ORANGE, JOHN WAYNE AIRPORT**

**AND**

**JOHNSON CONTROLS FIRE PROTECTION LP**

**JOHN WAYNE AIRPORT  
ORANGE COUNTY**



**SUBORDINATE CONTRACT MA-280-22011535  
FOR  
DESCRIPTION**

This Subordinate Agreement MA-280-22011535 for Facility Security Systems, Equipment, and Software with Related Services (“Contract”), is made and entered into as of the date fully executed by and between the County of Orange (“County”), a political subdivision of the State of California, acting through its department John Wayne Airport (“County” or “JWA”), and Johnson Controls Fire Protection LP, with a place of business at 6600 Congress Ave., Boca Raton, FL 33487-1213 (“Contractor”), with County and Contractor sometimes referred to as “Party” or collectively as “Parties.”

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Regional Cooperative Agreement (RCA) RCA-017-22010107

**RECITALS**

**WHEREAS**, the County acting through the County Procurement Office (“CPO”), issued a Regional Cooperative Agreement Contract (“RCA”) Contract RCA-017-22010107 for Facility Security Systems, Equipment, and Software with Related Services effective July 1, 2022 through April 22, 2025 (“Master Contract”); and,

**WHEREAS**, the Parties desire to enter into Subordinate Contract MA-280-222011535 for Facility Security Systems, Equipment, and Software with Related Services, effective July 1, 2022 through April 22, 2025, for a Total Contract Amount Not To Exceed \$600,000.00 (“Contract”); and,

**WHEREAS**, Contractor agrees to provide Facility Security Systems, Equipment, and Software with Related Services in accordance with the terms, conditions and pricing of the Master Contract and this Contract, and,

**NOW, THEREFORE**, the Parties mutually agree as follows:

**ARTICLES**

- A. **Subordinate Contract:** Contractor agrees to provide Facility Security Systems, Equipment, and Software with Related Services in accordance with the terms, conditions and pricing of the Master Contract, incorporated by this reference and attached hereto as Attachment A, and this Contract as set forth below.
- B. **Non-Discrimination:** Notwithstanding the terms and conditions set forth in Master Contract, Contractor agrees to the following:
  - a. **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:
    - 1. **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.

2. **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 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.
  3. **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.
  4. **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.
  5. **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.
  6. **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.
- b. **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 non-discrimination 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 (Non-discrimination 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;
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, which 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 (42 USC §§ 12131 – 12189) 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, which 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 to 74100);
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.*).

C. **Insurance Requirements:** Auto Liability limit is increased to \$5M per occurrence for vehicle access to Commercial Ramp area.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract and its Attachments specifies the contractual terms and conditions by which Contractor shall provide Facility Security Systems, Equipment, and Software with Related Services effective, on an as-needed basis, at the County's request, in accordance with Regional Cooperative Agreement (RCA) RCA-017-22010107.
2. **Term of Subordinate Contract:** The initial term of this Contract shall become effective July 1, 2022 and shall continue through April 22, 2025, unless otherwise terminated as provided herein. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1) additional year. The County does not have to give a reason if it elects not to renew. Renewals are contingent upon renewal of RCA-017-22010107.
4. ~~**Compensation & Payment:** Contractor agrees to provide Facility Security Systems, Equipment, and Software with Related Services in accordance with the terms and conditions of the RCA, including its attachments, at the fixed rates as set forth in Attachment B – Payment/Compensation of the RCA, with a Total Contract Amount Not To Exceed \$600,000.00, \$200,000.00 annually.~~
5. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
6. **Airport Security:** Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).
  - A. Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas, and engaged in the performance of work under this Contract must pass JWA's security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:
    1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
    2. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
    3. Background check fees are provided at the first appointment
    4. Employees must provide two government-issued IDs at the first appointment.
    5. STA and/or CHRC results are received.
    6. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
    7. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
    8. Upon successful completion of the required training, employees will receive their ID Badge.
    9. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organizations employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5 hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minute training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six week of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a \$250.00 fee.
7. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
  - STA Fee: Approximately \$11.00
  - Fingerprint/CHRC Fee: Approximately \$31.00
  - ID Badge Fee: Approximately \$10.00
  - Terminated, Unreturned ID Badge Fee: Approximately \$250.00
8. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

**B. Airport Driving Endorsement:** In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

**C. Airport ID Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

- i. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.
  - ii. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.
  - iii. JWA security badge is nontransferable.
  - iv. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.
  - v. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.
  - vi. No worker shall be used in performance of this work that has not passed the background check.
7. **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.
8. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

9. **Provision of Services:** County may call upon Contractor to immediately provide Services during or in anticipation or remediation of emergencies of any kind whatsoever as determined solely by County. To the maximum extent practicable and lawful under such circumstances, Contractor shall prioritize the deployment of labor, equipment, and/or supplies pursuant to this Contract above all other interests and obligations. Upon contact for assistance with an emergency, Contractor shall indicate as soon as possible whether the requested labor, equipment, and supplies are available. County shall then direct Contractor to mobilize resources based on information provided by County's Representative. County's Representative shall function as incident command unless otherwise notified, and shall direct all on-scene operations by Contractor. Notwithstanding any other provision of this Contract, County's direction of Contractor's Provision of Services need not be in writing, but may be in-person or via telephone, radio, text message, email or other means.
10. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), 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 (4) calendar days after being mailed by Fed-Ex, UPS, or 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: Johnson Controls Fire Protection LP  
Attn: Joseph Schmit  
6600 Congress Ave.  
Boca Raton, FL 33487-1213  
Phone: (714) 493-6459  
Email: [Joseph.Schmit@jci.com](mailto:Joseph.Schmit@jci.com)

County's Project Manager: JWA/Facilities  
Attn: Adam Barbaro  
3180 Airway Avenue  
Costa Mesa, CA 92626  
Phone: (949) 852-4045  
Email: [abarbaro@ocair.com](mailto:abarbaro@ocair.com)

cc: JWA/Procurement  
Attn: Monique Touch, County DPA  
3160 Airway Avenue  
Costa Mesa, CA 92626  
Phone: (714) 338-0435  
Email: [vtouch@ocair.com](mailto:vtouch@ocair.com)

11. **Payment – Invoicing Instructions:** All invoices associated with this Subordinate Aggregate Contract shall be forwarded to Accounts Payable at:

**Mailed to** John Wayne Airport  
Attention: Accounts Payable  
3160 Airway Avenue  
Costa Mesa, CA 92626



**OR**

**Emailed to** [AccountsPayable@ocair.com](mailto:AccountsPayable@ocair.com)

Each invoice must be on Contractor's letterhead and have a unique number and shall include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address
- C. Contractor's Federal Taxpayer ID Number
- D. Delivery/service address
- E. Subordinate Contract Number MA-280-22011535
- F. Date of invoice and invoice number
- G. Product/service description, quantity, and prices
- H. Sales tax, if applicable
- I. Freight/delivery charges, if applicable
- J. Total

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.

Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

*(signature page follows)*

**Signature Page**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

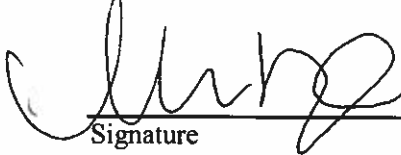
**JOHNSON CONTROLS FIRE PROTECTION LP \***



Signature	R. Ryan Tolentino	Area Service Manager	7/1/2022
	Name	Title	Date

Signature	Name	Title	Date
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**COUNTY OF ORANGE, A political subdivision of the State of California  
COUNTY AUTHORIZED SIGNATURE:**



Signature	Monica Rodriguez	Deputy Purchasing Agent	7/1/2022
	Name	Title	Date

\* 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  
REGIONAL COOPERATIVE AGREEMENT (RCA) RCA-017-22010107**

DELEGATION OF AUTHORITY CERTIFICATE

The undersigned, Nathan D. Manning, President, Building Solutions, 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 16, 2022, (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 16, 2022, 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 May 16, 2022, hereby authorizes:

**R. Ryan Tolentino**  
**Area Service 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.

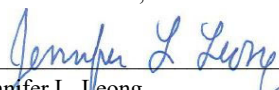
Signed at Milwaukee, Wisconsin, this 20<sup>th</sup> day of May, 2022.

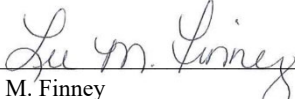
Johnson Controls, Inc. Johnson Controls  
Fire Protection LP, and Johnson Controls  
Security Solutions LLC

  
\_\_\_\_\_  
Nathan D. Manning  
President, Building Solutions, NA

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