

On June 6, 2023, the Board of Supervisors (Board) approved a Sole Source Contract with SKIDATA, Inc. for ongoing support and maintenance of parking equipment, effective August 1, 2023, through July 31, 2026, with a renewable one-year term.

JWA now requests Board approval of Amendment One to renew the contract for one additional two-year term, effective August 1, 2026, through July 31, 2028. Renewing the contract will ensure continuity of parking system operations and provide continued support and maintenance for the existing parking equipment.

JWA has an active Capital Improvement Plan project to identify a contractor to design and build a state-of-the-art replacement parking system within the 2028 calendar year.

The table below lists the recent contract history with SKIDATA, Inc.

<u>Board Date</u>	<u>Action</u>	<u>Contract Term/ Amendment Amount</u>	<u>Not to Exceed Contract Amount</u>	<u>Contract Term</u>
6/6/2023 #34	Sole Source Contract MA-280-23011171	\$2,257,644	\$2,257,644	8/1/23 – 7/31/26
Pending	Amendment One to renew Contract for a one-two-year term	\$1,571,741	\$1,571,741	8/1/26 – 7/31/28
	Total		\$3,829,385	

Airport staff measures the effectiveness of this contract by holding recurring meetings with SKIDATA Inc. to review overall progress and by monitoring the status of support tickets to ensure they are resolved within JWA’s service level requirements.

SKIDATA Inc.’s performance has been confirmed as satisfactory. JWA has verified there are no concerns that must be addressed with respect to the Contractor’s ownership/name, litigation status or conflicts with County interests.

An analysis was completed to verify the contract provides the County with persons specially trained, experienced, expert and competent to perform the special services in accordance with the law.

The Orange County Preference Policy is not applicable to this sole source contract amendment.

The proposed sole source contract amendment does not currently include subcontractors or pass through to other providers. See Attachment B for the Contract Summary Form.

Compliance with CEQA: The proposed project was previously determined to be Categorical Exempt from CEQA pursuant to Section 15301 (Class_1) of the CEQA Guidelines, on May 19, 2020, when it was originally approved because it involves the minor alteration, operation, and maintenance of equipment and systems in existing facilities involving negligible or no expansion of existing use. The proposed project is still consistent with this determination.

FINANCIAL IMPACT:

Appropriations for this contract will be included in JWA Operating Fund 280 FY 2026-27 Budget and will be included in the budgeting process for future years.

The proposed Contract includes provisions stating the Contract is subject to, and contingent upon, applicable budgetary appropriations being approved by the Board for each fiscal year during the term of the Contract. If such appropriations are not approved, or are reduced, the Contract may be immediately modified or terminated without

penalty to the County. The contract contains language that permits reductions or termination of the contract immediately without penalty if approved funding or appropriations are not forthcoming and upon 30-days' notice without penalty.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES/DEPARTMENTS:

N/A

ATTACHMENTS:

Attachment A – Amendment One with SKIDATA, Inc.

Attachment B – Contract Summary Form



**AMENDMENT NUMBER ONE
FOR
PARCS MAINTENANCE AND REPAIR**

This Amendment 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, through its department John Wayne Airport (“County” or “JWA”) and SKIDATA, Inc. (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties.”

RECITALS

WHEREAS, County and Contractor entered into Contract MA-280-23011171 for PARCS Maintenance and Repair, effective August 1, 2023, through July 31, 2026, in the Total Contract Amount Not to Exceed of \$2,257,644 (“Contract”); and,

WHEREAS, the Parties now desire to renew the Contract for one additional two (2) year term, effective August 1, 2026 through July 31, 2028, with a new Total Contract Amount Not to Exceed of \$1,571,741 and to modify several sections of the Contract’s General Terms and conditions to conform with mandatory Federal Administration contract provisions and updated County standard policies; and,

NOW, THEREFORE, the Parties mutually agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Section J, of the Contract’s General Terms and Conditions shall be amended to read in its entirety as follows:

J. Civil Rights and Nondiscrimination:

1. **Title VI Solicitation Notice**

The County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner’s race, color, national origin, sex, creed, age, or disability in consideration for an award.

2. **General Civil Rights Provision:** 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, creed, sex, 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.



3. **Nondiscrimination:** 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.
4. **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, national origin, 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 including amendments thereto.
 - 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 nondiscrimination 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 (a) through (f) 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.

Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.

5. **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 with the following nondiscrimination statutes and authorities; including but not limited to:

- 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);
- 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) including amendments thereto;
- 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);
- 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);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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);
- 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;
- 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.
6. **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.
2. Section T, of the Contract’s General Terms and Conditions shall be amended to read in its entirety as follows:

T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

3. Section 2 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:
2. **Term of Contract:** The Contract shall be renewed for one additional two (2) year term, effective August 1, 2026, through July 31, 2028, unless otherwise terminated by the County.
4. Section 3 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:

3. Reserved

5. Section 4 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:

4. Contract Amount not to exceed: \$1,571,741

Year 4	Year 5
\$ 776,181	\$ 795,560

6. Section 15 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:



15. Conflict of Interest – Contractor’s Personnel: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor’s *officers, directors, employees, agents, and subcontractors* associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent 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 from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer’s child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

7. Section 65 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:

65. Subcontracting: No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County’s consent to Contractor’s request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

8. Attachment B of Contractor’s Pricing, Section A, shall be amended to read in its entirety as follows:

A. Compensation

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all personnel and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

Contract not to exceed \$1,571,741

9. All other terms and conditions in this Contract, except as amended herein, shall remain unchanged and with full force and effect.

(signature page follows)



Signature Page

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

SKIDATA, INC.*

If the Contractor is a corporation signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

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.

Signature	Name	Title	Date
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Signature	Name	Title	Date
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COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Deputy Procurement Agent

Signature	Name	Title	Date
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APPROVED AS TO FORM:

County Counsel

Deputy

Signature	Name	Title	Date
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Contract Summary Form

OC Expediter Requisition #: 1786165

SKIDATA, INC.

16600 Sherman Way Ste 150,

Van Nuys, CA 91406

SUMMARY OF SIGNIFICANT CHANGES

1. Updated County Contract terms and conditions
2. Term: Amend the sole source contract to renew the term August 1, 2026, through July 31, 2028
3. Costs: Increase Contract Amount

SUBCONTRACTORS

The proposed sole source contract amendment does not currently include subcontractors or pass-through to other providers.

CONTRACT OPERATING EXPENSES

Total Contract Amount Not to Exceed: \$1,571,741 / Extension NTE: \$3,829,385