

CLARK COUNTY, NEVADA

CBE-1398

CARD ACCESS CONTROL SYSTEM  
PLANNED SERVICE AGREEMENT

NAME OF FIRM	JOHNSON CONTROLS, INC.
DESIGNATED CONTACT, NAME AND TITLE	DANIEL ADAMS, ACCOUNT EXECUTIVE
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE	7225 BELCASTRO ST LAS VEGAS, NV 89119
TELEPHONE NUMBER (include area code)	(702) 901-9675
EMAIL ADDRESS	DANIEL.1.ADAMS@JCI.COM

**CARD ACCESS CONTROL SYSTEM PLANNED SERVICE AGREEMENT  
CBE-1398**

This Agreement ("Agreement" or "Contract") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between CLARK COUNTY, NEVADA through its Department of Aviation (hereinafter referred to as "OWNER"), and JOHNSON CONTROLS, INC. (hereinafter referred to as "CONTRACTOR"), for CARD ACCESS CONTROL SYSTEM PLANNED SERVICE AGREEMENT (hereinafter referred to as "PROJECT"). OWNER and CONTRACTOR are each a "Party" to the Contract, and together they are the "Parties".

**WITNESSETH:**

WHEREAS, the CONTRACTOR has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed amount of \$2,459,166.00 annually, including all travel, lodging, meals, and miscellaneous expenses, except as specifically noted under **Exhibit A**.

WHEREAS, the CONTRACTOR has the required licenses and/or authorizations pursuant to all Federal, State of Nevada and Local Laws in order to conduct business relative to this Contract.

NOW, THEREFORE, OWNER and CONTRACTOR agree as follows:

**SECTION I: RESPONSIBILITY OF CONTRACTOR**

- A. It is understood that in the performance of the services herein provided for, CONTRACTOR shall be, and is, an independent CONTRACTOR, and is not an agent or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Furthermore, CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by CONTRACTOR in the performance of the services hereunder. CONTRACTOR shall be solely responsible for, and shall indemnify, defend and save OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- B. In accordance with the Immigration Reform and Control Act of 1986, the CONTRACTOR agrees that it will not employ unauthorized aliens in the performance of this Contract.
- C. The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The CONTRACTOR acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination.

The CONTRACTOR shall not refuse to employ or to discharge from employment any person because of race, color, creed, national origin, gender identity, gender expression, or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions, or privileges of employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age.

- 1. In connection with the performance of work under this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- 2. The CONTRACTOR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
- 3. Any violation of such provision by a CONTRACTOR constitutes a material breach of Contract.
- 4. As used in this section, "sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality, or bisexuality.

The CONTRACTOR acknowledges that if discrimination has occurred, the OWNER may declare the CONTRACTOR in breach of Contract, terminate the Contract, and designate the CONTRACTOR as non-responsible.

- D. CONTRACTOR acknowledges that CONTRACTOR and any Subcontractors, agents or employees employed by CONTRACTOR shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONTRACTOR or any of its officers, employees, or other agents.
- E. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONTRACTOR, its Subcontractors and their principals, officers, employees, and agents under this Contract. In performing the specified services, CONTRACTOR shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of the CONTRACTOR to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions, and other regulations. CONTRACTOR will not produce a work product which violates or infringes on any copyright or patent rights. CONTRACTOR shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the OWNER of any products or services furnished by CONTRACTOR shall not in any way relieve the CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of CONTRACTOR's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable in accordance with the terms of this Agreement and applicable law for CONTRACTOR's work performed under this Contract.
- G. CONTRACTOR shall appoint a Manager who will manage the performance of services. All of the services specified by this shall be performed by the Manager, or by CONTRACTOR's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONTRACTOR be unable to complete his or her responsibility for any reason, the CONTRACTOR will replace him or her with a qualified person and notify OWNER of replacement. If CONTRACTOR fails to make a required replacement within 30 days, OWNER may terminate this Agreement for default.
- H. All materials, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONTRACTOR exclusively for OWNER (and not applicable to CONTRACTOR's business generally or its other customers) as a deliverable within the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by CONTRACTOR to Parties other than OWNER shall become the property of OWNER and shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever comes first and provided these have been paid for by OWNER. CONTRACTOR shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by OWNER. OWNER shall have the limited right to use and reproduce said documentation supplied pursuant to this Contract for the sole purpose of operation, maintenance, and repair of the site for which the said reports were provided.

- I. Drawings and specifications remain the property of the CONTRACTOR. Copies of the drawings and specifications retained by the OWNER may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONTRACTOR during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have a limited right to use and reproduce the drawings and specifications supplied pursuant to this Contract for the sole purpose of operation, maintenance, and repair of the site for which the said reports were provided. CONTRACTOR shall furnish OWNER's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- J. The CONTRACTOR agrees that its officers and employees will cooperate with the OWNER in the performance of services under this Agreement and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- K. The CONTRACTOR will follow OWNER's standard procedures as followed by OWNER's staff in regard to programming changes; testing; change control; and other similar activities.
- L. CONTRACTOR has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the State of Nevada, the OWNER, or any other political subdivision of the State of Nevada.
- M. AIRPORT SECURITY

1. OWNER Property

For security purposes, OWNER property is divided into three (3) categories as follows:

- a. Landside: The non-secure portion of the Airport;
- b. Airside: The Secured Area/Security Identification Display Area (SIDA); and
- c. Sterile Areas: The parts of the terminal buildings that require access through a security check point. Note: This is a part of the SIDA

All CONTRACTOR personnel working on OWNER property, Landside, Airside or Sterile Areas, must be badged for identification purposes.

2. Federal Regulations

49 Code of Federal Regulation (CFR), Part 1542, Airport Security requires that security of the Secured Area/SIDA at Harry Reid International Airport (LAS) be maintained at all times. This regulation has a provision for enforcement by the Transportation Security Administration (TSA), which may assess substantial fines (\$11,000.00 per occurrence) for potential security breaches or security breaches by unauthorized persons and vehicles entering the Secured Area/SIDA at LAS. When working in the Secured Area/SIDA, CONTRACTOR personnel must visibly display at waist level or above on their outermost garment the appropriate LAS identification badge at all times.

CONTRACTOR agrees to accept and reimburse OWNER for any fines levied on OWNER by TSA for any violation of any TSA Security Regulations by CONTRACTOR and its employees or any of CONTRACTOR's Subcontractors, vendors, suppliers and agents and their employees. CONTRACTOR will reimburse owner for any fines levied for breaches of security due to CONTRACTOR activities or those of any tier Subcontractor.

OWNER will determine the type of identification and training CONTRACTOR will be required to obtain. CONTRACTOR acknowledges that OWNER reserves the right to refuse identification badges to any person with a record of arrests and convictions which in its sole judgment would render that person an unacceptable risk to the security of LAS.

3. Access to the Airport Secured Area/SIDA

Access to the Airport Secured Area/SIDA can be gained by personnel displaying a Maroon or Green badge. Personnel with a Tan Badge are only allowed access to and within the LAS Sterile Areas and Landside/Public Areas. CONTRACTOR will be allowed access to only those areas necessary to complete the work.

4. Airport Secured Area/SIDA

If a Maroon or Green badge holder enters a part of the Airport Secured/SIDA for which access has not been authorized, CONTRACTOR may be subject to a fine as detailed in Section M.2., and personnel may be subject to immediate and permanent removal, to include security identification badge revocation from the Airport by OWNER.

5. Landside/Public Work Areas

CONTRACTOR's personnel with a Tan badge can gain access to Landside/Public or Sterile Area work areas without escort. If a Tan badge holder enters an Airport Secured Area/SIDA, CONTRACTOR may be subject to a fine as detailed in Section M.2., and personnel may be subject to immediate and permanent removal from the Airport by OWNER. Personnel with Tan badges do not have the authority to escort and must be screened through the TSA passenger security checkpoint prior to entering Airport Sterile Areas.

6. Security Protocols/Directives

CONTRACTOR acknowledges that LAS is a federally regulated entity subject to changes in security protocols/directives which may affect activities and personnel at Airport facilities. CONTRACTOR agrees to abide by such security protocol/directive currently in place and any changes that may occur during the term of this Agreement and any extensions thereof.

N. ENVIRONMENTAL REGULATIONS

1. CONTRACTOR will not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Airport, or transported to and from the Premises, by CONTRACTOR, its employees, officers, agents, representatives, contractors, Subcontractors, suppliers and/or other representatives of CONTRACTOR in violation of applicable Environmental Laws.

- a. If the OWNER has reasonable cause to believe that CONTRACTOR is not using the Premises in compliance with applicable Environmental Regulations, the OWNER may request, in writing, that CONTRACTOR conduct reasonable testing and analysis, at no cost to the OWNER, to show that CONTRACTOR is complying with applicable Environmental Regulations. Any such tests will be conducted by qualified independent experts chosen by CONTRACTOR and subject to the OWNER's reasonable approval. Copies of such reports from any such testing will be provided to the Director. Should CONTRACTOR fail to conduct requested testing, the OWNER will obtain the qualified independent experts and all costs incurred by the OWNER plus a twenty percent (20%) administrative fee will be reimbursed by CONTRACTOR.

- b. CONTRACTOR will provide copies of all notices, reports, claims, demands, or actions received by CONTRACTOR (that are not subject to an attorney/client privilege) pertaining to the Premises or CONTRACTOR's use of the Airport, regarding any environmental concern or release or threatened release of Hazardous Materials or special wastes to the environment caused by CONTRACTOR, its officers, agents, employees, contractors, Subcontractors, vendors, suppliers, or other representatives, if requested by Director.
2. If the presence of any Hazardous Material on, under, or about the Premises or the OWNER caused or permitted by CONTRACTOR, its officers, agents, employees, contractors, Subcontractors, vendors, suppliers, or other representatives, during the term of this Agreement results in any contamination of the Premises or other portion of the Airport used by CONTRACTOR in violation of applicable Environmental Regulations, CONTRACTOR will promptly take any and all actions, at its sole cost and expense, as are necessary to remediate such area(s) as required by applicable Environmental Regulations to a condition that existed prior to the introduction of any such Hazardous Material to said area(s). CONTRACTOR will take any and all steps necessary to remedy and remove any such Hazardous Materials and special wastes and any other environmental contaminations as are presently or subsequently discovered on or under the Premises and caused by CONTRACTOR, its officers, agents, employees, contractors, Subcontractors, vendors, suppliers, or other representatives, during the term of this Agreement as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Premises into compliance with all applicable Environmental Regulations. Such procedures are subject to:
- a. Prior approval of Director, which approval will not be unreasonably withheld, conditioned, or delayed. CONTRACTOR will submit to Director a written plan for completing all remediation work.
  - b. The OWNER retains the right to review and inspect all such work at any time using consultants and/or representatives of its choice. If the OWNER is required to obtain services from consultants to address CONTRACTOR remediation work, all costs plus twenty percent (20%) administrative fee will be reimbursed by CONTRACTOR.
- O. The CONTRACTOR agrees to provide the information on the attached "Disclosure of Ownership/Principals" form **Exhibit E** prior to any Agreement award by the BCC.
- P. The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

## **SECTION II: RESPONSIBILITY OF OWNER**

- A. The OWNER agrees that its officers and employees will cooperate with CONTRACTOR in the performance of services under this Agreement and will be available for consultation with CONTRACTOR at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CONTRACTOR under this Agreement shall be subject to review for compliance with the terms of this Agreement by OWNER's representative. OWNER's representative, who OWNER shall designate by written notice, may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform CONTRACTOR by written notice before the effective date of each such delegation.

- C. The review comments of OWNER's representative may be reported in writing as needed to CONTRACTOR. It is understood that OWNER's representative's review comments do not relieve CONTRACTOR from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. OWNER shall, without charge, furnish to or make available for examination or use by CONTRACTOR as it may request, any data which OWNER has available, including as examples only and not as a limitation:
  - 1. Copies of reports, surveys, records, and other pertinent documents.
  - 2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.

CONTRACTOR shall return any original data provided by OWNER.

- E. OWNER shall assist CONTRACTOR in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Contract.
- F. CONTRACTOR will not be responsible for accuracy of information or data supplied by OWNER or other sources to the extent such information or data would be relied upon by a reasonably prudent CONTRACTOR.

### **SECTION III: SCOPE OF WORK**

Services to be performed by the CONTRACTOR for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Contract, attached hereto.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. The OWNER may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in the CONTRACTOR's cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly. Any claim of the CONTRACTOR for the adjustment under this clause must be asserted in writing within 30 calendar days from the date of receipt by the CONTRACTOR of notification of change unless the OWNER grants a further period of time before the date of final payment under this Contract.
- B. No services for which additional compensation will be charged by the CONTRACTOR shall be furnished without the written authorization of the OWNER.

### **SECTION V: COMPENSATION, TERMS OF PAYMENT, AND TERM**

- A. OWNER agrees to pay CONTRACTOR for the performance of services described in the Scope of Work (**Exhibit A**), for the not to exceed amount of \$2,459,166.00 annually. The OWNER's obligation to pay CONTRACTOR cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in **Exhibit A** must be completed by the CONTRACTOR and it shall be the CONTRACTOR's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said not to exceed amount.

**B. PAYMENTS**

1. Payment of invoices will be made within 30 calendar days after receipt of an accurate invoice that has been reviewed and approved by the OWNER's representative.
2. The OWNER's representative shall notify the CONTRACTOR in writing within 14 calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph C.1 above. Upon resolution of the disputed amount by the OWNER and the CONTRACTOR, payment will be made in accordance with paragraph C.1 above.
3. No penalty will be imposed on OWNER if the OWNER fails to pay CONTRACTOR within 30 calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.
4. In the event that legal action is taken by the OWNER or the CONTRACTOR based on a disputed payment, the prevailing Party shall be entitled to reasonable attorney's fees and costs subject to OWNER's available unencumbered budgeted appropriations for the PROJECT.
5. All payments shall be due within 30 calendar days after receipt of the invoice.
6. OWNER may subtract from any payment made to CONTRACTOR all damages, costs and expenses caused by CONTRACTOR's negligence, resulting from or arising out of errors or omissions in CONTRACTOR's work products, which have not been previously paid to CONTRACTOR.
7. Invoices shall be submitted to Clark County Department of Aviation, c/o Accounts Payable, P.O. Box 11004, Las Vegas, NV 89111-1004 or via email at [AccountsPayable@LASairport.com](mailto:AccountsPayable@LASairport.com). Invoices are to be sent within 90 calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment.

All invoices should include the following information:

- a. Company
- b. Complete Address (including street, city, state, and zip code)
- c. Telephone Number
- d. Contact Person
- e. Itemized description of products delivered (including quantities) or services rendered (including dates)
- f. Clark County Department of Aviation Purchase Order Number
- g. Company's Tax Identification Number
- h. Agreement Number
- i. Itemized pricing and total amount due (excluding sales and Use Tax)
- j. Percentage Discounts / Payment Terms (if offered)
- k. Company's Invoice Number declare

**C. OWNER's FISCAL LIMITATIONS**

1. The content of this section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions and shall limit the OWNER's financial responsibility as indicated in Paragraphs 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Agreement shall terminate and OWNER's obligations under it shall be extinguished at the end of the fiscal year in which the BCC fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.



3. OWNER's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in OWNER's purchase order(s) to the CONTRACTOR.

D. TERM OF CONTRACT

OWNER agrees to retain CONTRACTOR for the period from July 1, 2024, to June 30, 2025, with the option to renew for four (4), one-year periods, subject to the provisions of Sections V and VII herein. During this period, CONTRACTOR agrees to provide services as required by OWNER within the scope of this Contract.

E. AGREEMENT EXTENSION

OWNER reserves the option to temporarily extend this Agreement for up to six (6) months from the expiration of the initial term, or if any renewal options are exercised, from the expiration of the last renewal option exercised, for any reason. Agreement pricing in effect at the time of extension shall apply to the Agreement extension term.

**SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by the CONTRACTOR, without prior written approval of OWNER.
- B. Approval by OWNER of CONTRACTOR's request to subcontract or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of the work. CONTRACTOR shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of work under this Agreement by CONTRACTOR's Subcontractor or its sub-Subcontractor.
- C. The compensation due under Section V shall not be affected by OWNER's approval of CONTRACTOR's request to subcontract.

**SECTION VII: MISCELLANEOUS PROVISIONS**

A. TIME SCHEDULE

1. Time is of the essence for the purposes of this Contract.
2. CONTRACTOR shall complete the PROJECT in accordance with the Scope of Work contained in **Exhibit A** of this Contract.
3. If the CONTRACTOR's performance of services is delayed or if the CONTRACTOR's sequence of tasks is changed, it shall notify the OWNER's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to the OWNER's written approval.

**B. SUSPENSION**

OWNER may suspend performance by CONTRACTOR under this Agreement for such period of time as OWNER, at its sole discretion, may prescribe by providing written notice to CONTRACTOR at least ten (10) working days prior to the date on which OWNER wishes to suspend. Upon such suspension, OWNER shall pay CONTRACTOR its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. CONTRACTOR shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from OWNER to resume performance. In the event OWNER suspends performance by CONTRACTOR for any cause other than the error or omission of the CONTRACTOR, for an aggregate period in excess of 30 days, CONTRACTOR shall be entitled to an equitable adjustment of the compensation payable to CONTRACTOR under this Agreement to reimburse CONTRACTOR for additional costs occasioned as a result of such suspension of performance by OWNER based on appropriated funds and approval by the OWNER.

**C. TERMINATION**

1. This Agreement may be terminated in whole or in part by either Party in the event of substantial failure of the other Party to fulfill its obligations under this Agreement through no fault of the terminating Party; but only after the other Party is given:
  - a. not less than ten (10) calendar days' written notice of intent to terminate; and
  - b. an opportunity for consultation with the terminating Party prior to termination.
2. This Agreement may be terminated in whole or in part by the OWNER for its convenience; but only after the CONTRACTOR is given:
  - a. not less than ten (10) calendar days' written notice of intent to terminate; and
  - b. an opportunity for consultation with the OWNER prior to termination.
3. If termination for default is affected by the OWNER, the OWNER will pay CONTRACTOR that portion of the compensation which has been earned as of the effective date of termination but:
  - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
  - b. any payment due to the CONTRACTOR at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONTRACTOR's default.
4. Upon receipt or delivery by CONTRACTOR of a termination notice, the CONTRACTOR shall promptly discontinue all services effected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER's representative, copies of all deliverables as provided in Section I.
5. Upon termination, the OWNER may take over the work and prosecute the same to completion by agreement with another Party or otherwise. In the event the CONTRACTOR shall cease conducting business, the OWNER shall have the right to make an unsolicited offer of employment to any employees of the CONTRACTOR assigned to the performance of this Contract.
6. If after termination for failure of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR has not so failed, the termination shall be deemed to have been affected for the convenience of the OWNER.
7. The rights and remedies of the OWNER and the CONTRACTOR provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

8. Neither Party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party. Delays arising from the actions or inactions of one or more of CONTRACTOR's principals, officers, employees, agents, Subcontractors, vendors, or suppliers are expressly recognized to be within CONTRACTOR's control.

**D. SURVIVABILITY**

The terms and conditions of the Agreement regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.

**E. COVENANT AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**F. GRATUITIES**

1. The OWNER may, by written notice to the CONTRACTOR, terminate this Agreement if it is found after notice and hearing by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of the OWNER with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, the OWNER shall be entitled:
  - a. to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of this Agreement by the CONTRACTOR; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall be not less than three (3) nor more than ten (10) times the costs incurred by the CONTRACTOR in providing any such gratuities to any such officer or employee.
3. The rights and remedies of the OWNER provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**G. INSURANCE**

The CONTRACTOR shall provide the OWNER with proof of insurance and endorsements affecting coverage as specified in **Exhibit B** within ten (10) working days after OWNER request.

The CONTRACTOR shall obtain and maintain the insurance coverage as required in **Exhibit B**; incorporated herein by this reference. The CONTRACTOR shall comply with the terms and conditions set forth in said **Exhibit B**, and shall include costs of such insurance coverage in their prices.

H. INDEMNITY

The CONTRACTOR its CONTRACTORS and Subcontractors of any tier, hereby indemnifies and shall defend and hold harmless OWNER, its officials, employees, volunteers, OWNER's Representative, Contractors, Agents, Invitees, Authorized Representatives and their employees from and against any and all suits, actions, legal and or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, reasonable costs including court costs, judgments, liens, and expenses of whatsoever kind or nature, including those arising out of injury to or death of CONTRACTOR's employees, whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission or fault or willful misconduct whether active or passive of CONTRACTOR its CONTRACTORS and Subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract. OWNER shall promptly notify CONTRACTOR, in writing, of any such claim, demand, or lawsuit. CONTRACTOR shall indemnify, defend and hold harmless OWNER for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false, or fraudulent.

I. PATENT INDEMNITY

CONTRACTOR hereby indemnifies and shall defend and hold harmless OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees, respectively, and as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Agreement by CONTRACTOR, or out of the processes or actions employed by, or on behalf of CONTRACTOR in connection with the performance of the Contract. CONTRACTOR shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees; provided OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees shall have notified CONTRACTOR upon becoming aware of such claims or actions, and provided further that CONTRACTOR's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its representatives.

CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

J. INTELLECTUAL PROPERTY INDEMNITY

1. CONTRACTOR hereby indemnifies and shall defend and hold harmless OWNER and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER and its representatives, respectively, and as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any intellectual property and arising out of the use of the equipment or materials furnished under the Agreement by CONTRACTOR, or out of the processes or actions employed by, or on behalf of CONTRACTOR in connection with the performance of the Agreement CONTRACTOR shall at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER or its representatives; provided that OWNER or its representatives shall have notified CONTRACTOR upon becoming aware of such claims or actions, and provided further that CONTRACTOR aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its representatives.
2. CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expenses non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.
3. CONTRACTOR shall indemnify, defend and hold harmless the OWNER from all loss and liability, including any and all attorney's fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trade mark of any person or persons in consequence of the use by OWNER, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract, as follows:

OWNER agrees to promptly notify CONTRACTOR in writing of any such infringement claim. If, as a result of any such claim, litigation, or threat thereof, CONTRACTOR or OWNER is permanently enjoined from using the Licensed Software by a final, non-appealable decree, CONTRACTOR shall procure for OWNER at CONTRACTOR's sole expense the right to continue to use the Licensed Software, or to replace or modify said Licensed Software so as to settle such claim, litigation, or threat thereof. If such settlement and such modification to the Licensed Software is not reasonably practical in the opinion of CONTRACTOR, after giving due consideration to all factors including financial expense, CONTRACTOR may discontinue and terminate the Licensed Software upon written notice to OWNER and shall refund to OWNER the unamortized portion of the fees payable hereunder based upon a five (5) year straight-line depreciation, such depreciation to commence on the date the last module of the Licensed Software is installed. The foregoing indemnity shall survive the termination of this Contract.

4. CONTRACTOR's indemnification for the infringement of any patent rights, copyright, trade secret, or any other proprietary right or trademark of any person or persons in consequence of the use by OWNER shall be void if the case of the infringement is due to the OWNER or its employees, servants, agents, or Subcontractor's unauthorized modification of the software provided under the terms of this Contract.

**K. CYBERSECURITY REQUIREMENTS**

1. CONTRACTOR shall ensure technology runs on the latest supported OS (in the case of Linux/Windows, at least 64 bit versions of that OS, supported OS build versions, ability to receive security patches that are not end of life). When requested by OWNER, CONTRACTOR shall work with OWNER to either upgrade the OS or provide a new platform, to be selected at OWNER's option.
2. CONTRACTOR shall ensure product is upgraded to a supported OS before OS reaches end-of-life.
3. CONTRACTOR shall apply all manufacturer and/or vendor supplied security patches, OS patches, and firmware updates within 30 days of release. If a critical zero-day vulnerability is announced, CONTRACTOR must apply remediation to affected system(s) within 5 days.
4. CONTRACTOR must maintain strong access controls to all devices on OWNER network to which the CONTRACTOR has access. Remote access will only occur using pre-approved methods as defined by OWNER. All remote access will be subject to audit. Only authorized individuals are to access systems on OWNER networks.
5. All network-aware devices will be subject to a security and vulnerability scan by OWNER or OWNER's authorized Parties, and all discovered security issues from such scans must be addressed within 30 days.
6. Prior to and after installation, CONTRACTOR will disclose any security assessments performed and results from those assessments, as well as recommended security practices to mitigate security issues discovered.
7. CONTRACTOR must adhere to OWNER Cybersecurity end point protection, monitoring, and solutions.
8. OWNER will be notified of any and all security breaches that may impact OWNER systems or data held by the CONTRACTOR within 2 business days.
9. CONTRACTOR will provide basic email and phishing cybersecurity training for its employees.
10. CONTRACTOR must maintain cybersecurity insurance coverage.
11. CONTRACTOR will provide Additional Insurance Requirements for IT Vendor or IT Professional Services as described below:
  - a. Technology Professional Liability (Errors and Omissions) Insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.
  - b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
  - c. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations
12. CONTRACTOR will provide a Hold Harmless agreement within 10 business days of OWNER's request.

L. CONTRACTOR INFORMATION

The CONTRACTOR shall identify if it is a Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically Challenged Business Enterprise (PBE), Veteran-Owned Business (VET), Disabled Veteran-Owned Business (DVET), Emerging Small Business (ESB), Nevada Business Enterprise (NBE) or Large Business Enterprise (LBE) utilizing the attached form (**Exhibit C**). The information provided in **Exhibit C** by the CONTRACTOR is for the OWNER's information only.

M. SUBCONTRACTOR INFORMATION

The CONTRACTOR shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically Challenged Business Enterprise (PBE), Veteran-Owned Business (VET), Disabled Veteran-Owned Business (DVET), Emerging Small Business (ESB) and Nevada Business Enterprise (NBE) Subcontractors for this Agreement utilizing the attached form (**Exhibit D**). The information provided in **Exhibit D** by the CONTRACTOR is for the OWNER's information only.

N. AUDITS

The performance of this Agreement by the CONTRACTOR is subject to review by the OWNER to ensure Agreement compliance. The CONTRACTOR agrees to provide the OWNER any and all information requested that relates to the performance of this Contract. All requests for information shall be made in writing to the CONTRACTOR. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and shall be cause for suspension and/or termination of the Contract.

O. COVENANT

The CONTRACTOR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

P. ASSIGNMENT

Any attempt by CONTRACTOR to assign or otherwise transfer any interest in this Agreement without the prior written consent of the OWNER shall be void.

Q. GOVERNING LAW

Nevada law shall govern the interpretation of this Contract.

R. CONFIDENTIAL TREATMENT OF INFORMATION

It is understood that OWNER will furnish certain information to CONTRACTOR that is non-public, security sensitive, confidential, or proprietary in nature for use by CONTRACTOR in connection with this Contract. Therefore, CONTRACTOR agrees to preserve in strict confidence all information and data obtained, assembled, or prepared in connection with the performance of this Contract. Such information and data shall be deemed to be "Confidential Information" for the purposes of this Contract. CONTRACTOR agrees to keep the Confidential Information confidential, and CONTRACTOR will not disclose any of the Confidential Information without OWNER's prior written consent. The Parties acknowledge that OWNER may be compelled to disclose Confidential Information as required by law or court order.

S. ORDER OF PRECEDENCE

To the extent of any inconsistency between the Contract, the Exhibits, and any specifications or other documents which are made a part hereof either as an attachment, by reference or otherwise, the Agreement and the Exhibits shall govern. To the extent of any inconsistency between the Agreement and the Exhibits, the Agreement shall govern.

T. ADDITIONAL CONTRACT PROVISIONS

CONTRACTOR shall comply with the provisions in **Exhibit F** attached hereto.

U. ADA REQUIREMENTS

All work performed or services rendered by CONTRACTOR shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992, must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1991, must comply with the Americans with Disabilities Act Accessibility Guidelines.

V. COMPANIES THAT BOYCOTT ISRAEL

CONTRACTOR certifies that it is not engaged in, and agrees for the duration of the Agreement and any renewal terms, not to engage in, a boycott of Israel.

Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

W. INAPPLICABLE CLAUSES

The OWNER is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Contract, which may include those terms and conditions relating to: liens on County property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on the County, except to the extent not prohibited by the Constitution and the laws of the State of Nevada.

X. ENTIRE AGREEMENT

This Contract, together with all Exhibits referenced herein, constitutes the entire agreement between the Parties in relation to the Subject Matter of this Agreement and supersedes all prior agreements, understandings, and commitments, whether oral or in writing, between the Parties. The Parties expressly warrant that no promise, agreement, or representation which is not herein expressed has been made to them in executing this Agreement and that the Parties are not relying upon any statement or representation of any other party.



Y. GENERAL

Article, section, or paragraph headings, titles, or captions are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or extent of any provision of this Contract. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The word "will" has the same meaning as the word "shall." The word "or" is disjunctive but inclusive unless the context requires otherwise. The words "include," "includes," and "including" are deemed to be followed by the phrase "without limitation." This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute in the aggregate but one and the same document. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received. This Agreement shall not be construed either for or against either Party, but shall be interpreted in accordance with the general tenor of its language and as if drafted mutually. The Parties hereto acknowledge that they thoroughly read this Contract, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

Z. ADDITIONAL LANGUAGE

Notwithstanding anything to the contrary in the Contract, neither party shall be liable, regardless of the cause of action, for indirect, incidental, consequential, punitive damages regardless of whether such damages were foreseeable, or a party was advised of the possibility of such damages.

Except for gross negligence, willful misconduct, CONTRACTOR's indemnity obligations herein and CONTRACTOR's confidentiality obligations herein, in no event shall CONTRACTOR and its affiliates and their respective personnel, suppliers and vendors be liable for any damages, claims, demands, suits, costs, or loss relating to this Contract or the services contemplated thereby in any amount exceeding two (2X) times the annual fees paid to CONTRACTOR under this Contract, regardless of the cause or fault and whether arising in contract, tort (including negligence) or otherwise.

Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the Party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO OWNER: ROSEMARY A. VASSILIADIS, DIRECTOR OF AVIATION  
CLARK COUNTY DEPARTMENT OF AVIATION  
P.O. BOX 11005  
LAS VEGAS, NEVADA 89111-1005

TO CONTRACTOR: LANCE PELTON, BRANCH GENERAL MANAGER  
JOHNSON CONTROLS, INC.  
7225 BELCASTRO ST  
LAS VEGAS, NV 89119

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

**OWNER:**

CLARK COUNTY, NEVADA

By: \_\_\_\_\_  
ROSEMARY A. VASSILIADIS  
Director of Aviation


**CONTRACTOR:**

JOHNSON CONTROLS, INC.

By: Lance Pelton  
Lance Pelton (Jun 4, 2024 11:51 PDT)  
LANCE PELTON  
Branch General Manager

APPROVED AS TO FORM:

STEVEN B. WOLFSON  
District Attorney

By:   
John Witucki (Jun 4, 2024 11:55 PDT)  
JOHN P. WITUCKI  
Senior Attorney

**EXHIBIT A  
SCOPE OF WORK  
CARD ACCESS CONTROL SYSTEM PLANNED SERVICE AGREEMENT  
CBE-1398**

The following outlines the Planned Services Agreement (PSA) for the OWNER'S Card Access Control System (CACS).

**A. DEFINITIONS**

**DIGITAL ENABLED SERVICES** mean services provided hereunder that employ CONTRACTOR software and related equipment installed at OWNER facilities and CONTRACTOR cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

**CONTRACT PRICE** means the price that OWNER shall pay to CONTRACTOR for the Services.

**COVERED EQUIPMENT** means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in the table provided under Item B, "COVERED EQUIPMENT".

**EQUIPMENT FAILURE** means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

**PREMISES** means those OWNER premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

**REMOTE MONITORING SERVICES** means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

**REMOTE OPERATIONS CENTER (ROC)** is the department at CONTRACTOR that remotely monitors alarm and industrial (HVAC) process signals.

**REMOTE OPERATING SERVICES** means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

**REPAIR LABOR** is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

**REPAIR MATERIALS** are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At CONTRACTOR's option, Repair Materials may be new, used, or reconditioned. Use of used or refurbished materials must be disclosed on the monthly materials quote submitted to OWNER, and may be subject to invoice credit.

**SCHEDULED SERVICE MATERIALS** are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

**SCHEDULED SERVICE VISITS** are the on-site labor visits required to perform CONTRACTOR recommended inspections and preventive maintenance on Covered Equipment.

**SERVICES** are the work, materials, labor, service visits, and repairs to be provided by CONTRACTOR pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions.

**B. COVERED EQUIPMENT**

<u>PART #</u>	<u>PART DESCRIPTION</u>	<u>QTY</u>
GSTAR-GCM	Network Control Board	200
GTAR-ACM	Door Control Board	16
GSTAR-EDGE	Edge Device Control Board	153
RM4	Door Control Board	56
TROVE	Power Enclosure	4
RDR2SA	Door Controller	1,406
RDR8	Door Controller	13
INPUTS	Monitored Systems Inputs/ Notifications	10,083
S300-BAT	12V 7Ah Battery	2,171
RT3000 VA Towers	UPSs	183
PS-1250F1	UPS Batteries	2,928
5B370	UPS DIN Rail (Jetbridges)	95
BT-815	BQT Flat Readers	491
BT-817	BQT Pin Readers	596
SIGMA LITE	IDEMIA Prox Reader	977
SIGMA WR	IDEMIA Indoor Bio Reader	164
SIGMA EXTREME	IDEMIA Outdoor Bio Reader	93
EN1252/FA210	Input Universal Transmitter	146
EN5040/FA575	Repeater Receiver	18
54XH37	12V 7.2 Ah Battery 317	317
Misc.	Misc Video Camera Devices	11
Covert CCTV	Milestone System for Security - Local	64
Axis Decoder	IP to Analog for Elevator Analytics	4
E-Stop Buttons	E-Stop T3 Escalators	6
KABA	KABA Lanes T3 (Daily Cleaning)	3
KABA (CBP)	KABA Lanes CBP Exit Lanes (New)	2
Escalator Testing	Breach Control Testing T1 & T3 (Bi-Weekly)	25
Audio/Light Alarms	Audible/Horn Strobes Modules	9
Motions Detectors	Eagle Motions Detection Wrong Way	44
Power Supplies	12 VDC Power Supplies for Breach	4

**C. CONTRACTOR'S SERVICES FOR COVERED EQUIPMENT**

- BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. **PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). As OWNER has ordered PREMIUM COVERAGE, CONTRACTOR will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. CONTRACTOR will then advise OWNER if CONTRACTOR finds any Covered Equipment not in working order or in need of repair. With OWNER's approval, CONTRACTOR will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. OWNER will pay for such work at CONTRACTOR's standard rates for parts and labor in effect at the time that the work is performed. If OWNER does not want CONTRACTOR to perform the work identified as necessary by CONTRACTOR, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should OWNER not make CONTRACTOR's recommended repairs or proceed with the modified PREMIUM COVERAGE, CONTRACTOR reserves the right to invoice OWNER for the cost of the initial equipment inspection.
3. **EXTENDED SERVICE** means Services performed outside CONTRACTOR's normal business hours and is available as OWNER has PREMIUM COVERAGE. Extended Service is 24/7. The price for Extended Service is part of the total annual Contract Price.
4. **REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES.** If Remote Monitoring Services or Remote Operating Services are provided, OWNER agrees to furnish CONTRACTOR with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If CONTRACTOR's Services include "Remote Monitoring Services with Open and Close," OWNER also agrees to furnish CONTRACTOR with OWNER's daily and holiday opening and closing schedules. OWNER agrees to maintain and update the call lists with accurate information. OWNER further agrees to notify CONTRACTOR of such changes as soon as possible. CONTRACTOR/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither CONTRACTOR nor the ROC are responsible for damages. OWNER is responsible for any and all costs and expenses arising from OWNER's failure to provide timely updates for any of the contact information submitted to the ROC.
5. **CUSTOMER SERVICE INFORMATION PORTAL.** OWNER may be able to utilize CONTRACTOR's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.
6. **CARD ACCESS CONTROL SYSTEM SUPPORT.**
  - a. CONTRACTOR will staff OWNER's facility (Harry Reid international Airport) for continual maintenance and service response of the Ccure access control system and associated components.
    - Application
    - Control Hardware
    - Connected Field devices
    - Parallel Systems
  - b. CONTRACTOR will perform and document one (1) complete preventative maintenance inspection of the Ccure access control system and associated components per quarter.

**7. SPECIAL ADDITIONS AND EXCEPTIONS**

- a. Excludes all parts. CONTRACTOR will submit a detailed invoice identifying all parts used on a monthly basis.
- b. Excludes all required Ccure system software support agreements.
- c. Includes the following KABA Scope:
  - Service and maintenance support.
  - CONTRACTOR will uphold the sole site maintainer role via OWNER-furnished manufacturer support agreement.
  - CONTRACTOR commits to have a minimum of two KABA certified technicians on staff throughout the duration of the contract.
  - CONTRACTOR will continue certifying technicians via the manufacturer certification classes.
- d. Includes maintaining the CONTRACTOR Security and Fire (S&F) Engineer role. S&F Engineer will be a full-time service position that provides software support, programming, and serves as a high-level system manager and CONTRACTOR Liaison to OWNER’s Information Systems staff.
- e. Includes ongoing technician training and certification on all base systems. Certifications are to be submitted semi-annually.  
 Certification minimum requirements:
  - Ccure Basic Certification – All technicians assigned to perform services under this PSA
  - Ccure Advanced Certification – Two (2) technicians assigned to perform services under this PSA
  - Milestone Level 1 – One (1) technician assigned to perform services under this PSA
  - KABA Manufacturer’s Certification – Two (2) technicians assigned to perform services under this PSA
- f. Includes weekly OWNER’s meetings to review and provide progress updates.
  - Services
  - Projects

**D. PRICING AND INVOICING**

<u>TERM</u>	<u>*ANNUAL COST</u>
Initial Term (07/01/2024-06/30/2025)	\$2,459,166.00
Optional First Renewal (07/01/2025-06/30/2026)	\$2,532,940.98
Optional Second Renewal (07/01/2026-06/30/2027)	\$2,608,929.21
Optional Third Renewal (07/01/2027-06/30/2028)	\$2,687,197.09
Optional Fourth (Final) Renewal (07/01/2028-06/30/2029)	\$2,767,813.00

\*Pricing indicated is the annual not-to-exceed cost.

CONTRACTOR may invoice monthly, up to 30 days in advance. Payment terms are per Section V.

**E. OUT OF SCOPE SERVICES**

If, during any Service Visit, CONTRACTOR detects a defect in any of OWNER's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), CONTRACTOR will notify OWNER of such Out of Scope Defect. If OWNER elects for CONTRACTOR to repair such Out of Scope Defect, or if CONTRACTOR otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), OWNER shall direct CONTRACTOR to perform such Out of Scope Services in writing, via issuance of a purchase order, and OWNER shall pay for such Out of Scope Services at CONTRACTOR's standard fees or hourly rates. Any Out of Scope Services performed by CONTRACTOR at the direction of OWNER shall be subject to the terms and condition of this Agreement.

**F. EXCLUSIONS**

CONTRACTOR's Services and warranty obligations expressly exclude:

1. The repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
2. The furnishing of materials and supplies for painting or refinishing equipment;
3. The repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
4. Replacement of obsolete parts; and
5. Damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
  - a. Abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by CONTRACTOR;
  - b. Equipment not covered by this Agreement or attachments made to Covered Equipment;
  - c. Acts or omissions of the OWNER, including but not limited to the failure of the OWNER to fulfill the OWNER Obligations and Commitments to CONTRACTOR as described Item F, "OWNER OBLIGATIONS AND COMMITMENTS TO CONTRACTOR" of this Agreement, operator error, OWNER's failure to conduct preventive maintenance, issues resulting from OWNER's previous denial of CONTRACTOR access to the Covered Equipment;
  - d. Use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
  - e. Site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges");
  - f. The effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
  - g. Issues or failures not specifically covered by this Agreement; or
  - h. Occurrences beyond CONTRACTOR's reasonable control and without CONTRACTOR's fault or negligence.

## **G. WARRANTIES**

CONTRACTOR warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If CONTRACTOR receives written notice of a breach of this warranty prior to the end of this warranty period, CONTRACTOR will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

If CONTRACTOR installs or furnishes a piece of equipment under this Agreement, CONTRACTOR warrants that equipment furnished or installed by CONTRACTOR shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year. No warranty is provided for third-party products and equipment installed or furnished by CONTRACTOR. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and CONTRACTOR will transfer the benefits, together with all limitations, of that manufacturer's warranty to OWNER. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by OWNER. Except as provided herein, if CONTRACTOR receives written notice of a breach of this warranty prior to the end of this warranty period, CONTRACTOR will repair or replace the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by OWNER or third parties without the supervision of and prior written approval of CONTRACTOR, or if CONTRACTOR serial numbers or warranty decals have been removed or altered. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be OWNER's sole and exclusive remedy with regards to any warranty claim under this Agreement.

## **H. OWNER OBLIGATIONS AND COMMITMENTS TO CONTRACTOR**

1. OWNER warrants it has given CONTRACTOR all information concerning the condition of the Covered Equipment. The OWNER agrees and warrants that, during the Term of this Agreement, OWNER will:
  - a. Operate the Covered Equipment according to the manufacturer's and/or CONTRACTOR's recommendations;
  - b. Keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or CONTRACTOR;
  - c. Provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or CONTRACTOR, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
  - d. Notify CONTRACTOR immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
  - e. Provide CONTRACTOR with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
  - f. Allow CONTRACTOR to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that CONTRACTOR can perform the Services required under this Agreement;
  - g. Carefully and properly set and test the intrusion alarm system each night or at such other time as OWNER shall close the Premises;
  - h. Obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
  - i. Notify CONTRACTOR immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;



- j. Furnish any necessary 110 volt A/C power and electrical outlets at its expense;
  - k. Properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of OWNER or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
  - l. Not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;
  - m. Refrain from causing false alarms, and reimburse CONTRACTOR for any fine, penalty, or fee paid by or assessed against CONTRACTOR by any governmental or municipal agency as a result thereof;
  - n. Be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply CONTRACTOR secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by OWNER and/or end user against unauthorized access; and
  - o. Take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.
2. OWNER acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services CONTRACTOR is providing, it is OWNER's responsibility to provide such treatment. OWNER also acknowledges that its failure to meet the above obligations will relieve CONTRACTOR of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If OWNER breaches any of these obligations, CONTRACTOR shall have the right, upon written notice to OWNER, to suspend its Services until OWNER cures such breach. In addition, OWNER shall be responsible for paying or reimbursing CONTRACTOR for any costs associated with corrective work required as a result of Customer's breach of these obligations.

**I. OWNER DATA**

OWNER data obtained from the Services is owned by and shall belong to OWNER. CONTRACTOR will access and use OWNER data to provide Services to OWNER. Except as set forth herein, CONTRACTOR will not disclose to any third party any individual OWNER data acquired through performance of the Services without OWNER's consent. CONTRACTOR shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

**EXHIBIT B**  
**CARD ACCESS CONTROL SYSTEM PLANNED SERVICE AGREEMENT**  
**CBE-1398**

**INSURANCE REQUIREMENTS**

**TO ENSURE COMPLIANCE WITH THE AGREEMENT DOCUMENT, CONTRACTOR SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT.**

These are **minimum requirements**. You may want to discuss with your own agent / broker or risk manager the necessity for additional protection to meet your own individual circumstances.

1. **Format/Time:** The CONTRACTOR shall provide Owner with Certificates of Insurance, per the sample format provided, as evidenced by ACORD Form 25 Certificate of Insurance, written by a firm licensed to write such insurance in the State of Nevada, for coverages as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) calendar days** after the award by the Owner. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.
2. **Best Key Rating:** The Owner requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A-VII (seven) or higher, which shall be fully disclosed and entered on the certificate of insurance. A lower Best Key Rating may be accepted with the express written permission of the Owner.
3. **OWNER Coverage:** The Owner, its officers, employees, agents and volunteers must be expressly covered as additional insureds except on workers' compensation and **professional liability insurance** coverages. The CONTRACTOR's insurance shall be primary as respects the Owner, its officers, employees, agents, and volunteers.
4. **Endorsement/Cancellation:** The CONTRACTOR's general and automobile liability insurance policies shall be endorsed to recognize specifically the CONTRACTOR's contractual obligation of additional insured to Owner and must note that the Owner will be given 30 calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. CONTRACTOR will also provide a waiver of subrogation against the Owner on the worker's compensation and commercial general liability.
5. **Workers' Compensation:** Workers' compensation insurance in accordance with laws of the State of Nevada covering your employees.
6. **Employers' Liability:** Employers' liability with a minimum limit of \$1,000,000.
7. **Automobile Liability:** Automobile liability insurance covering all of your owned and any hired (rented/leased) vehicles while being used off **the construction site(s)**. Minimum limits per occurrence (accident) that you are required to maintain are:

a.	Bodily Injury	\$5,000,000.	per occurrence
and b.	Property Damage	\$5,000,000.	per occurrence
or c.	Bodily Injury/Property Damage	\$5,000,000.	Combined single limit
8. **Commercial Liability:** Commercial liability insurance covering for operations away from the insured project site in a form providing coverage not less than that of a standard Commercial General Liability insurance policy ("Occurrence Form") for operations of the CONTRACTOR and Subcontractor, including Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability with limits not less than:

Bodily Injury and Property Damage Combined:	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
9. **Umbrella Liability:** Umbrella liability insurance **Off Site** coverage that is excess of the primary automobile liability, employers' liability and general liability coverages in a form that is as broad as the underlying coverage with limits not less than \$5,000,000.

It is further required that all insurance coverages referenced above be on an **occurrence basis** and not a **claims made** basis.

Other sections that pertain to what you must provide and your responsibilities include:

10. **Professional Liability:** Professional liability insurance shall not be less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this Agreement and may not be advanced without the consent of the Owner.

11. Technology Professional Liability Insurance: Insurance appropriate to the CONTRACTOR's profession, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.
12. Deductibles: All deductibles and self-insured retentions shall be fully disclosed to OWNER in writing and may not exceed **\$25,000** without the express written permission of the Owner.
13. Insurance Limits: If the CONTRACTOR maintains broader coverage and/or higher limits than the minimum shown above, the Owner requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.
14. Failure To Maintain Coverage: If the CONTRACTOR fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the CONTRACTOR to stop the work, declare the CONTRACTOR in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the CONTRACTOR or deduct the amount paid from any sums due the CONTRACTOR under this Contract.
15. Damages: The CONTRACTOR is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the CONTRACTOR, their Subcontractors or anyone employed, directed, or supervised by CONTRACTOR.
16. Cost: The successful CONTRACTOR shall pay all associated costs for the specified insurance. The cost shall be included in the Agreement price(s).
17. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Department of Aviation, Purchasing, 5757 Wayne Newton Boulevard, P. O. Box 11005, Las Vegas, NV 89111-1005.
18. Insurance Form Instructions: All required insurance coverage as stated herein will be evidenced by a current Acord Form 25 Certificate(s) of Insurance, such Certificates will include, but will not be limited to, the following:
  1. Insurance Broker's name, complete address, phone and fax numbers.
  2. CONTRACTOR's name, complete address, phone and fax numbers.
  3. Insurance Company's Best Key Rating
  4. Commercial General Liability (Per Occurrence)
    - (A) Policy Number
    - (B) Policy Effective Date
    - (C) Policy Expiration Date
    - (D) Each Occurrence (\$1,000,000)
    - (E) Personal & Advertising Injury (\$1,000,000)
    - (F) General Aggregate (\$2,000,000)
    - (G) Products- Completed Operations Aggregate (\$2,000,000)
  5. Automobile Liability (Any Auto)
    - (H) Policy Number
    - (I) Policy Effective Date
    - (J) Policy Expiration Date
    - (K) Combined Single Limit (\$5,000,000)
  6. Umbrella Liability / Excess Liability
    - (L) Each Occurrence (\$5,000,000)
    - (M) Aggregate (\$5,000,000)
  7. Workers' Compensation
  8. Description: Agreement Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
  9. Certificate Holder:

Clark County  
c/o Department of Aviation  
5757 Wayne Newton Boulevard  
P.O. Box 11005  
Las Vegas, Nevada 89111-1005
  10. Authorized Agent Signature

You must furnish evidence of compliance with the above prior to starting any work or performing services.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:			
	PHONE:		FAX (A/C.No):	
1. INSURANCE BROKER'S NAME, ADDRESS, PHONE AND FAX NUMBERS	E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : 3. BEST'S RATING			
	INSURER B :			
2. NAME, ADDRESS, PHONE AND FAX NUMBERS	INSURER C : <b>COMPANY'S BEST KEY RATING</b>			
	INSURER D :			
	INSURER E : <b>A-VII or BETTER</b>			
	INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
4.	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			(A)	(B)	(C)	EACH OCCURRENCE DAMAGE TO RENTED	\$(D) 1,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$(E) 1,000,000 \$(F) 2,000,000 \$(G) 2,000,000 \$
5.	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED			(H)	(I)	(J)	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	\$(K) 5,000,000 \$ \$ \$
6.	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE AGGREGATE	\$(L) 5,000,000 \$(M) 5,000,000 \$
7.	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N	N/A		PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$ 1,000,000 \$ 1,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

8. DESCRIPTION: CBE No. 1398 - CARD ACCESS CONTROL SYSTEM PLANNED SERVICE AGREEMENT ISSUED FOR THE DEPARTMENT OF AVIATION, CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE ADDITIONAL INSURED IN CONNECTION WITH THIS PROJECT. PER ISO FORM ENCLOSED (ENDORSEMENT FORM)

## 9. CERTIFICATE HOLDER

## CANCELLATION

CLARK COUNTY C/O DEPARTMENT OF AVIATION 5757 WAYNE NEWTON BLVD. P.O. BOX 11005 LAS VEGAS, NV 89111 1005	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	10. AUTHORIZED REPRESENTATIVE

NAMED INSURED:		
POLICY PERIOD:	TO	ENDORSEMENT EFFECTIVE DATE:
CONTRACT NO.	TITLE:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED:**

**CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

Automobile Liability - (as per form above)	Policy No:
General Liability - (as per form above)	Policy No.:

**SCHEDULE (if required)**

Name of Person or Organization:

Locations and Description of Completed Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.)

**SECTION II**

Who is an insured is amended to include as an additional insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

\_\_\_\_\_  
Authorized Agent (print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**EXHIBIT C**  
**CARD ACCESS CONTROL SYSTEM PLANNED SERVICE AGREEMENT**  
**CBE-1398**

**CONTRACTOR INFORMATION**

**FOR INFORMATIONAL PURPOSES ONLY: (You MUST select at least one)**

The above referenced firm is a  MBE  WBE  PBE  SBE  VET  DVET  ESB  NBE  LBE as defined below.

**STATE OF NEVADA BUSINESSES**

**MINORITY OWNED BUSINESS ENTERPRISE (MBE):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

**WOMEN OWNED BUSINESS ENTERPRISE (WBE):** An independent and continuing Nevada business for profit that performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more women.

**PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

**SMALL BUSINESS ENTERPRISE (SBE):** An independent and continuing Nevada business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed two million dollars (\$2,000,000).

**VETERAN OWNED BUSINESS ENTERPRISE (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.

**DISABLED VETERAN OWNED BUSINESS ENTERPRISE (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.

**NEVADA BUSINESS ENTERPRISE (NBE):** Any Nevada business that has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

**EMERGING SMALL BUSINESS (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January 2014. Approved in to Nevada law during the 77<sup>th</sup> Legislative session as a result of AB294.

**BUSINESSES IN OTHER STATES**

**LARGE BUSINESS ENTERPRISE (LBE):** An independent and continuing business for profit, which performs a commercially useful function and is not located in Nevada.

**EXHIBIT D  
CARD ACCESS CONTROL SYSTEM PLANNED SERVICE AGREEMENT  
CBE-1398**

**SUBCONTRACTOR INFORMATION**

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET, ESB or NBE Subcontractors in association with this Contract. Please indicate if the entity is a Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran-Owned Business (VET), Disabled Veteran-Owned Business (DVET), Emerging Small Business (ESB), or Nevada Business Enterprise (NBE).

If more than four (4) Subcontractors will be used, please submit additional copies of this form.

Please indicate here if no MBE, WBE, PBE, SBE, VET, DVET, ESB nor NBE Subcontractors will be used.

1. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Enterprise Type:  MBE  WBE  PBE  SBE  VET  DVET  ESB  NBE  
Ethnicity:  Asian-Pacific American  Black American  Caucasian  Hispanic American  Native American  
 Other: \_\_\_\_\_
  
2. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Enterprise Type:  MBE  WBE  PBE  SBE  VET  DVET  ESB  NBE  
Ethnicity:  Asian-Pacific American  Black American  Caucasian  Hispanic American  Native American  
 Other: \_\_\_\_\_
  
3. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Enterprise Type:  MBE  WBE  PBE  SBE  VET  DVET  ESB  NBE  
Ethnicity:  Asian-Pacific American  Black American  Caucasian  Hispanic American  Native American  
 Other: \_\_\_\_\_
  
4. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Enterprise Type:  MBE  WBE  PBE  SBE  VET  DVET  ESB  NBE  
Ethnicity:  Asian-Pacific American  Black American  Caucasian  Hispanic American  Native American  
 Other: \_\_\_\_\_



**EXHIBIT E**  
**CARD ACCESS CONTROL SYSTEM PLANNED SERVICE AGREEMENT**  
**CBE-1398**

**DISCLOSURE OF OWNERSHIP / PRINCIPALS**

**Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BOCC") in determining whether members of the BOCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

**General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BOCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

**Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

***Business Entity Type*** – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

***Non-Profit Organization (NPO)*** - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

***Business Designation Group*** – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January 2014. Approved into Nevada law during the 77<sup>th</sup> Legislative session as a result of AB294.

## DISCLOSURE OF OWNERSHIP / PRINCIPALS

**Business Name (include d.b.a., if applicable)** – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

**Corporate/Business Address, Business Telephone, Business Fax, and Email** – Enter the street address, telephone and fax numbers, and email of the named business entity.

**Local Business Address, Local Business Telephone, Local Business Fax, and Email** – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

**Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)**

**List of Owners/Officers** – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

**For All Contracts – (Not required for publicly-traded corporations)**

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation, and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, Overton, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

**Signature and Print Name** – Requires signature of an authorized representative and the date signed.

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

**DISCLOSURE OF OWNERSHIP / PRINCIPALS**

**Business Entity Type (Please select one)**

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
--	--------------------------------------	--	---	--------------------------------	--	--------------------------------

**Business Designation Group (Please select all that apply)**

<input type="checkbox"/> MBE Minority Business Enterprise	<input type="checkbox"/> WBE Women-Owned Business Enterprise	<input type="checkbox"/> SBE Small Business Enterprise	<input type="checkbox"/> PBE Physically Challenged Business Enterprise	<input type="checkbox"/> VET Veteran Owned Business	<input type="checkbox"/> DVET Disabled Veteran Owned Business	<input type="checkbox"/> ESB Emerging Small Business
--	---	---	---	--	--	---

**Number of Clark County Nevada Residents Employed:** 300

**Business Information:**

Corporate/Business Entity Name:	Johnson Controls Inc.	
(Include d.b.a., if applicable)		
Street Address:	7225 S Belcastro St.	Website:
City, State and Zip Code:	Las Vegas, NV 89119	POC Name: Danial Adams
Telephone No:	(702) 901-9675	POC Email: Daniel.1.Adams@JCI.com
		Fax No:
Nevada Local Street Address: (If different from above)		Website:
		Local POC Name:
City, State and Zip Code:		Local POC Email:
Local Telephone No:		Local Fax No:

**All entities**, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

**Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors** in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

**Entities** include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?**  Yes  No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Lance Pelton  
Lance Pelton (Jun 4, 2024 11:51 PDT)  
 Signature  
 Director of Operations West Region  
 Title

Lance Pelton  
 Print Name  
 Jun 4, 2024  
 Date

**DISCLOSURE OF OWNERSHIP / PRINCIPALS**

List any disclosures below:  
(Mark N/A, if not applicable.)

<b>NAME OF BUSINESS OWNER/PRINCIPAL</b>	<b>NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE</b>	<b>RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL</b>	<b>COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT</b>
N/A	N/A	N/A	N/A

\*County employee means an employee of Clark County, Clark County Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood.

"Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

***For County Use Only:***

If any Disclosure of Relationship is noted above, please complete the following:

- Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes  No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

**EXHIBIT F**  
**FEDERALLY REQUIRED CONTRACT PROVISIONS**  
**CLARK COUNTY DEPARTMENT OF AVIATION**  
**CLARK COUNTY, NEVADA**

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**EXHIBIT F**  
**FEDERALLY REQUIRED CONTRACT PROVISIONS**

**GENERAL NOTES**

For purposes of this Exhibit, the term "Contract" includes subcontracts.

The Contractor (including all Subcontractors) shall insert these contract provisions in each lower tier contract (e.g. subcontract or sub-agreement) and other agreements for supplies or services.

The Contractor is responsible for compliance with these contract provisions by any Subcontractors, lower-tier Subcontractor or service provider.

**CIVIL RIGHTS - GENERAL**

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.

**CIVIL RIGHT – TITLE VI ASSURANCE**

A. Title VI Solicitation Notice

The OWNER, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

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:

- 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 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- 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;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 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);
- 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. 74087 (2005)];
- 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. 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, 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.
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:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. 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.

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



## DISCLOSURE OF OWNERSHIP / PRINCIPALS FORM

### Business Entity Type (Please select one)

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
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### Business Designation Group (Please select all that apply)

<input type="checkbox"/> MBE Minority Business Enterprise	<input type="checkbox"/> WBE Women-Owned Business Enterprise	<input type="checkbox"/> SBE Small Business Enterprise	<input type="checkbox"/> PBE Physically Challenged Business Enterprise	<input type="checkbox"/> VET Veteran Owned Business	<input type="checkbox"/> DVET Disabled Veteran Owned Business	<input type="checkbox"/> ESB Emerging Small Business
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**Number of Clark County Nevada Residents Employed:** 300

### Business Information:

Corporate/Business Entity Name: Johnson Controls Inc.	
(Include d.b.a., if applicable)	
Street Address: 7225 S Belcastro St.	Website:
City, State and Zip Code: Las Vegas NV. 89119	POC Name: Daniel Adams
Telephone No: 702-901-9675	POC Email: Daniel.1.Adams@jci.com
	Fax No:
Nevada Local Street Address:	Website:
(If different from above)	Local POC Name:
City, State and Zip Code:	Local POC Email:
Local Telephone No:	Local Fax No:

**All entities**, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

**Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors** in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

**Entities** include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?**  Yes  No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Daniel Adams  
 Signature  
 Account executive  
 Title

Daniel Adams  
 Print Name  
04/17/2024  
 Date

## DISCLOSURE OF OWNERSHIP / PRINCIPALS FORM

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
NA			

\*County employee means an employee of Clark County; Clark County Department of Aviation; Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood.

"Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

***For County Use Only:***

If any Disclosure of Relationship is noted above, please complete the following:

Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes  No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

**Johnson Controls, Inc.**

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