

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/11/2019

Contract/Lease Control #: C19-2853-TDD

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: CITY OF FORT WALTON BEACH

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/03/2019

Expiration Date: UPON FINAL PAYMENT

Description of Contract/Lease: ATHLETIC COMPLEX SAFETY NETTING

Department: IDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR
ATHLETIC COMPLEX SAFETY NETTING**

CONTRACT # C19-2853-TDD

This Amendment No. 1 hereby amends the Interlocal Agreement effective October 1, 2019, by and between Okaloosa County, Florida ("County") and City of Fort Walton Beach ("City"), for Athletic Complex Safety Netting ("Agreement"), also known as County Contract No. C19-2853-TDD.

WITNESSETH:

WHEREAS, the City bid the safety netting project in early 2020 and received one bid with a base price of \$39,646 for netting between the five (5) youth fields and an alternate price of \$14,527 for netting on the field 2 outfield fence to further protect the residential homes; and

WHEREAS, the base bid included the area requested through the TDC and the alternate bid was not included in the request to the TDC; and

WHEREAS, the County notified the City pursuant to Agreement terms that FY 2020 funding would be unavailable due to a decrease in revenues due to the Covid-19 pandemic; and

WHEREAS, the awarded vendor agreed to postpone the project until 2021 and the City agreed to front the money and receive reimbursement at the start of the 2022 fiscal year; and

WHEREAS, both parties desire to amend the Agreement to provide for reimbursement of both areas as requested by the City as part of the FY 2022 budget process.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. Section 3 shall be amended as follows: "~~FORTY TWO THOUSAND DOLLARS (\$42,000.00)~~
FIFTY FOUR THOUSAND DOLLARS (\$54,000.00)"
2. Section 3 shall be amended as follows: "...provide the requisite documentation for payment by September 30, ~~2020~~ 2022..."
3. Exhibit A shall be amended as follows: "~~\$42,000~~ \$54,000"
4. This Amendment No. 1 shall be effective upon execution by the County.
5. All other provisions of Contract # C19-2853-TDD shall remain in full force.

**CONTRACT#: C19-2853-TDD
CITY OF FORT WALTON BEACH
ATHLETIC COMPLEX SAFETY NETTING
EXPIRES: UPON FINAL PAYMENT**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the last date herein written below.

CITY OF FORT WALTON BEACH

Dick Rynearson
Dick Rynearson, Mayor

Date: September 14, 2021

**BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**

Carolyn N. Ketchel
Carolyn N. Ketchel, Chairman

Date: SEP 21 2021

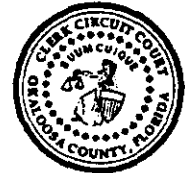


ATTEST:

Kim Barnes
Kim Barnes, City Clerk

ATTEST:

J.D. Peacock II
J.D. Peacock II, Clerk of Circuit Court
Feb



**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C19-2853-100 Tracking Number: 4415-21
Procurement/Contractor/Lessee Name: City of PAWS Grant Funded: YES ___ NO X
Purpose: Amendment 1
Date/Term: 9-30-2022
Department #: 1172
Account #: 581703
Amount: 54,000
Department: 100 Dept. Monitor Name: ddans

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 8-18-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: NO federal funds Grant Name: _____
Date: _____
Grants Coordinator _____

Risk Management Review

Approved as written: see email attached Date: 8-24-21
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached Date: 8-19-21
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, August 19, 2021 2:49 PM
To: DeRita Mason; Kerry Parsons
Cc: Lisa Price
Subject: Re: FY22 interlocal agmts - Destin & FWB

These agreements are approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Wednesday, August 18, 2021 12:07:09 PM
To: Kerry Parsons
Cc: Lynn Hoshihara; Lisa Price
Subject: FW: FY22 interlocal agmts - Destin & FWB

Good morning,
Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason, CFPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

DeRita Mason

From: Charlotte Dunworth
Sent: Monday, August 23, 2021 7:42 AM
To: DeRita Mason
Subject: FW: FY22 interlocal agmts - Destin & FWB

FYI

**DESTIN
FORT
WALTON
BEACH
FLORIDA**

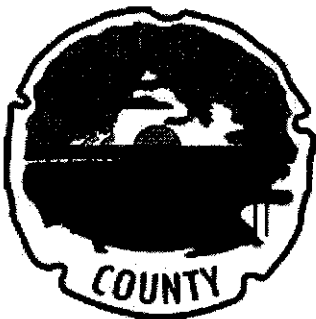
CHARLOTTE DUNWORTH
DEPUTY DIRECTOR OF FINANCE & COMPLIANCE
Destin-Fort Walton Beach, Florida
850.609.5385
1540 Miracle Strip Pkwy Fort Walton Beach, Florida 32548
destinfwb.com

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Lisa Price <lprice@myokaloosa.com>
Sent: Monday, August 23, 2021 7:42 AM
To: Charlotte Dunworth <cdunworth@myokaloosa.com>
Subject: RE: FY22 interlocal agmts - Destin & FWB

Approved by Risk, no insurance element.

Lisa Price
Risk Management
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 344B-19
Procurement/Contractor/Lessee Name: City of Fort Walton Grant Funded: YES ___ NO X
Purpose: athletic complex safety netting
Date/Term: upon final payment 1. GREATER THAN \$100,000
Amount: 42,000 2. GREATER THAN \$50,000
Department: TOP 3. \$50,000 OR LESS
Dept. Monitor Name: Adams

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 7-17-19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: _____

Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 7-17-19

Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 7-25-19

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:

Finance Manager or designee Date: _____

DeRita Mason

From: Karen Donaldson
Sent: Wednesday, July 17, 2019 1:12 PM
To: DeRita Mason
Subject: RE: FY20 funding agmt - Safety Netting

DeRita

This is approved by risk.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, July 17, 2019 9:03 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: FY20 funding agmt - Safety Netting

Please review and approve the attached.

Thank you,

DeRita

From: Charlotte Dunworth
Sent: Wednesday, July 17, 2019 8:15 AM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: FY20 funding agmt - Safety Netting

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, July 25, 2019 8:45 AM
To: DeRita Mason
Cc: Karen Donaldson; Lynn Hoshihara
Subject: RE: FY20 funding agmt - Safety Netting

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, July 17, 2019 10:03 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: FY20 funding agmt - Safety Netting

Please review and approve the attached.

Thank you,

DeRita

From: Charlotte Dunworth
Sent: Wednesday, July 17, 2019 8:15 AM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: FY20 funding agmt - Safety Netting

Hi DeRita – please begin contract coordination... thanks!

Have a great day,

Charlotte Dunworth
Deputy Director of Finance & Compliance
850-609-5385

**INTERLOCAL AGREEMENT FOR
ATHLETIC COMPLEX SAFETY NETTING**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into on the effective date below by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as “the County”) and CITY OF FORT WALTON BEACH, a Florida municipal corporation (hereinafter referred to as “the City”).

WHEREAS, the County finds that the Preston Hood Athletic Complex meaningfully engages the needs and interests of our visitors, especially travelling youth sports teams; and

WHEREAS, providing sports-based activities and opportunities enhances visitors’ experiences and encourages them to stay longer; and

WHEREAS, the City of Fort Walton Beach has the qualifications, experience and resources to provide such services; and

WHEREAS, the County determines it would be in the best interest of its visitors to support the City for the purposes set forth herein.

NOW, THEREFORE, acting pursuant to their statutory authority and in consideration of the mutual covenants and agreements of the parties, the County and the City agree as follows:

Section 1. Recitals. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

Section 2. City’s Responsibilities. The City shall install ball field safety netting as set forth in EXHIBIT A attached hereto and incorporated by reference.

The City shall acknowledge funding provided by Okaloosa County tourist development taxes and prominently place the Okaloosa County tourist development logo (“Logo”) alongside ball field safety netting. Additionally, the City agrees to work with the County to enhance marketing efforts of the sub-county taxing district. Such marketing efforts may include, but not be limited to, social media development and interaction, public relations and publicity initiatives, webpage links and landing pages, and photograph and video.

Section 3. County’s Responsibilities. The County agrees to reimburse the City an amount not to exceed FORTY TWO THOUSAND DOLLARS (\$42,000.00) for actual costs and expenses incurred pursuant to the Scope of Services set forth in EXHIBIT A.

Reimbursement shall be paid to City after expenses have been incurred and upon receipt of an invoice. Invoicing detail shall be in sufficient detail for pre- and post-audit review (e.g. copies of vendor invoices and advertising materials) to insure the services were performed and that the correct amount has been invoiced. Invoices shall be itemized such that the description of services performed is consistent with the descriptions set forth in EXHIBIT A. The City is authorized to shift expenses between line items so long as the total annual amount is not exceeded. Failure to provide the requisite documentation for payment by September 30, 2020 shall result in forfeiture of County funds.

Reimbursement may be reduced as necessary in the event of a storm or other occurrence that results in decreased visitation and consequently a significant decrease in tourist development tax revenue.

In the event a portion of an invoice submitted to the County for payment to the City, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

This Agreement is for one-time projects and there is no continuing obligation by the County to provide such funds in the future.

If County funds are provided for reimbursement of the purchase of a capital item – “capital item” means property of a non-consumable nature with a value of \$1,000 or more and normal expected life of one (1) year or more – then the proceeds from subsequent disposal of such capital item (e.g. sale, trade-in, auction) shall be refunded to the County. The County shall retain the right of first refusal prior to the City’s disposal of any capital item funded by tourist development tax dollars.

Section 4. Non-Appropriation of Funds. Notwithstanding anything contained in this Agreement to the contrary, in the event the funds appropriated by the County through the Tourist Development Department are insufficient to pay the costs of this Agreement, the Agreement shall terminate on the last fiscal quarter period for which appropriations were received, without penalty or expense to the County of any kind whatsoever. The County will immediately notify the City of such occurrence. Notwithstanding the foregoing, the restrictive covenants of this paragraph are limited to the Okaloosa County Tourist Development Council Trust Fund and nothing herein shall be applied to the General Fund or any other special fund controlled by the County.

Section 5. Effective Date and Term of Agreement. This Agreement shall be effective on October 1, 2019 and shall remain in effect until final payment is made.

Section 6. Termination. Either party may terminate this Agreement by giving thirty (30) days’ written notice to the other party of its intent to terminate this Agreement.

Section 7. Records & Audit. For the services performed under this Agreement, the City shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the City in connection with the services performed under this Agreement.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

The City must comply with the public records laws, Chapter 119, F.S., specifically the City must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the City does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the City or keep and maintain public records required by the County to perform the service. If the City transfers all public records to the public agency upon completion of the contract, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the contract, the City shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The County shall have the right from time to time at its sole expense to audit the compliance by the City with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

Section 8. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

Section 9. Authority. Each party represents and warrants that it, through its elected board, has the right, power, and authority to execute and deliver this Agreement and to perform all of the obligations stated herein.

Section 10. Notice. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the County as follows:

County Administrator
Okaloosa County
1250 Eglin Pkwy N
Suite 102
Shalimar, FL 32579

As to the City as follows:

City Manager
City of Fort Walton Beach
107 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548

Section 11. Entire Agreement. This Agreement represents the entire understanding between the parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the parties.

Section 12. Governing Law and Venue. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

Section 13. Construction. The parties acknowledge and agree that this Agreement has been drafted jointly by the parties and that no uncertainty or ambiguity as to the proper application or interpretation of the Agreement or any term herein is to be construed against either party as the drafter of the Agreement.

Section 14. Assignment. This Agreement shall not be assigned except by consent of the parties.

Section 15. Indemnification. Subject to the limitations provided in section 768.28, Florida Statutes, and without otherwise waiving sovereign immunity, both parties shall indemnify and hold harmless the other from and against any and all third party claims, demands, damages, losses, and expenses, including attorney's fees and costs, arising out of this Agreement, except for those claims, demands, damages, losses, and expenses arising out of the other party's negligence, malfeasance, nonfeasance, or misfeasance.

Section 16. Severability. If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

Section 17. Federal Requirements. During the performance of this Agreement, the parties shall comply with the Federal Regulations as set forth in Exhibit B. Exhibit B is expressly incorporated herein as part of the contract.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement.

CITY OF FORT WALTON BEACH



By: Dick Rynearson
Dick Rynearson, Mayor

Dated: August 13, 2019

ATTEST:

By: Kim Barnes
Kim Barnes, City Clerk

**BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**

By: Charles K. Windes, Jr.
Charles K. Windes, Jr., Chairman

Dated: SEP 03 2019

ATTEST:

By: J.D. Peacock II
J.D. Peacock II, Clerk of Circuit Court

EXHIBIT A
SCOPE OF SERVICES



Okaloosa County Tourist Development Department
Operational & Capital Funding Request (Annual Deadline: May 1)

This form is to be used for all operational and capital requests for tourist development tax funding to facilitate the review and approval process. This form must be completed in its entirety in order for the funding request to be presented to the Tourist Development Council for consideration. Supplemental information may be provided, but summary information must be provided in each section of this form.

ORGANIZATION INFORMATION:

Name: City of Fort Walton Beach
Tax I.D.: 59-6000323
Contact Person: Jeff Peters Title: Recreation Director
Phone: 850-833-9574 Email: jpeters@fwb.org
Street Address: 132 Jet Drive City/ST/Zip: Fort Walton Beach, FL 32548
Briefly describe the organization: Local Municipality in South portion of Okaloosa County

FUNDING REQUEST INFORMATION:

Describe the funding request in detail. Attach pictures or any other supporting documentation.
The City of FWB constructed a \$9 million Recreation Complex that included a Recreation Center and 10 Athletic Fields in 2015-16. The Athletic Complex becomes more popular each year and the tournament totals have increased each of the past 3 years. The City hosted 15 tournaments last year with over 600 teams competing from 35 different states. Six of the tournaments were 5+ days long. The teams love the facility but we have received numerous requests for safety netting and more shade, as it is hot from March-September in our area. The safety netting would be installed in between the fields to keep fans from getting hit. During Recreation Season, fans sit in the bleachers and are, for the most part, out of the foul ball area. The travel tournaments bring in thousands of people to park each day and are regularly hit with foul balls from other fields. They are pecked in all parts of the facility and all down the fence line. The shade structures will provide a relief from the heat and rain at the batting cage/warm-up area as multiple teams pile in that area to prep for tournament games. Our goal is to make our facility as nice and safe as possible.

Describe how the funding request promotes tourism within the sub-county taxing district.
The FWB Recreation Complex hosted 15 travel tournaments last year and have 18 tournaments scheduled for this year. Tournament dates are scheduled from February all the way through November. Attached is a listing of teams for just two of the tournaments from July 2018. Teams reserve rooms up to 10 months in advance for the tournaments. The safety netting and shade structures will greatly enhance the facility and make it a safer and even more popular facility. Travel teams commit to tournaments that are located at a nice facility and provide a safe atmosphere for the tournaments.

Exhibit B

Title VI Clauses for Compliance with Nondiscrimination Requirements

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. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 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.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 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, which ensures non-discrimination 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. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] 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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor 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). Contractor 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.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

- a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or
- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

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