

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/24/2021

Contract/Lease Control #: C21-3110-TDD

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: CITY OF FORT WALTON BEACH

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2021

Expiration Date: 09/30/2022

Description of: HERITAGE PARK & CULTURAL CENTER PROJECTS

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-609-5385

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: _____	Tracking Number: <u>4416-21</u>
Procurement/Contractor/Lessee Name: <u>City of RWB</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>Heritage Park : Cultural Center Projects</u>	
Date/Term: <u>Upon Final Payment</u>	1. <input type="checkbox"/> GREATER THAN \$100,000
Department #: <u>1172</u>	2. <input type="checkbox"/> GREATER THAN \$50,000
Account #: <u>581703</u>	3. <input checked="" type="checkbox"/> \$50,000 OR LESS
Amount: <u>20,000</u>	
Department: <u>TDD</u>	Dept. Monitor Name: <u>Adams</u>

<b>Purchasing Review</b>	
Procurement or Contract/Lease requirements are met:	
<u>White man</u>	Date: <u>8/18/21</u>
Purchasing Manager or designee	Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

<b>2CFR Compliance Review (if required)</b>	
Approved as written:	Grant Name: _____
<u>no federal law</u>	Date: _____
Grants Coordinator	

<b>Risk Management Review</b>	
Approved as written:	
<u>see email attached</u>	Date: <u>8/24/21</u>
Risk Manager or designee	Lisa Price

<b>County Attorney Review</b>	
Approved as written:	
<u>see email attached</u>	Date: <u>8-19-21</u>
County Attorney	Lynn Hoshihara, Kerry Parsons or Designee

<b>Department Funding Review</b>	
Approved as written:	
_____	Date: _____

<b>IT Review (if applicable)</b>	
Approved as written:	
_____	Date: _____

## DeRita Mason

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**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.

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**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, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

## DeRita Mason

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**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**

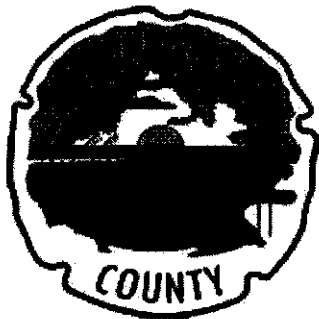
Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject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

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**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](mailto:lprice@myokaloosa.com)



**INTERLOCAL AGREEMENT FOR  
HERITAGE PARK & CULTURAL CENTER PROJECTS**

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 educating and entertaining the public is an essential component of promoting the sub-county taxing district as a tourist destination; and

**WHEREAS**, museum exhibits meaningfully engage the needs and interests of our visitors; and

**WHEREAS**, the City of Fort Walton Beach Heritage Park and Cultural Center 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 undertake the Projects as set forth in EXHIBIT A attached hereto and incorporated by reference.

The City shall acknowledge funding provided by Okaloosa County tourist development taxes alongside exhibits and prominently place the Okaloosa County tourist development logo ("Logo") on marketing and advertising materials used to provide services under this Agreement. 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.

Statistical information, including but not limited to, visitor demographics, gift shop sales, website traffic and social media engagement shall be provided to the County within 15 calendar days of each quarter end (i.e. January 15, April 15, July 15, October 15).

**Section 3. County's Responsibilities.** The County agrees to reimburse the City an amount not to exceed TWENTY THOUSAND DOLLARS (\$20,000.00) for actual costs and expenses incurred pursuant to the Scope of Services set forth in EXHIBIT A.

Invoicing detail shall be in sufficient detail for pre- and post-audit review to insure the services were performed and that the correct amount has been invoiced. Invoices shall include backup documentation detailing expenditure transactions, including but not limited to transaction date, vendor name, and purpose of transaction. 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, 2022 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, 2021 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 302 N. WILSON STREET, STE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

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 12. 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 13. 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 14. 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 15. Assignment.** This Agreement shall not be assigned except by consent of the parties.

**Section 16. 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 17. 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 18. 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 Ryne  
Dick Ryne, Mayor

Dated: September 14, 2021

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

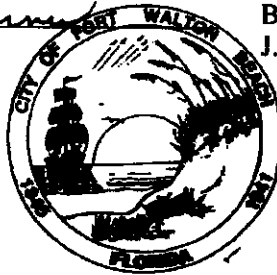
By: Carolyn N. Ketchel  
Carolyn N. Ketchel, Chairman

Dated: SEP 21 2021



**ATTEST:**

By: Kim Barnes  
Kim Barnes, City Clerk



**ATTEST:**

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



## EXHIBIT A

### SCOPE OF SERVICES

**DESTIN  
FORT  
WALTON  
BEACH**  
FLORIDA

**Okaloosa County Tourist Development Department**  
**Operational & Capital Funding Request**  
(Deadline: April 20, 2021)

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 Heritage Park and Cultural Center

Tax I.D.: 59-60000323

Contact Person: Gail Lynn Meyer

Title: Museum Manager

Phone: (850) 833-9595

Email: gmeyer@fwb.org

Street Address: 139 Miracle Strip Parkway SE

City/ST/Zip: Fort Walton Beach/FL/32548

Briefly describe the organization: Archaeological Museum, National Historic Landmark, historic structures

#### FUNDING REQUEST INFORMATION:

Describe the funding request in detail. Attach pictures or any other supporting documentation.

The City of Fort Walton Beach Heritage Park & Cultural Center is seeking a multi-part assistance package. **1. Marketing and Advertising:** See Magazine reaches visitors in comfortable restaurants and results in pick-up planning. In-room Concierge and the Smithsonian's Undiscovered Florida find visitors in Welcome Centers, Tourist Centers and of course in the comfort of their hotel rooms. Brochures are designed for longer term visitors looking to add more detail to their experience or looking for ideas to expand a return trip. We are focusing on spring and summer seasons as these have been times when our museums see high visitation but could capture more of the already present tourism market. Activity branding opportunities are designed to enhance outreach for the museum including the Little Adventures, Cultural Advocacy and Destination Stewardship Initiatives. **2. Exhibits:** Upgrading and creating engaging edutainment venues is costly. Luckily, the investment has a multiyear lifespan. Upgraded signage for up to 6 exhibits will bring the Indian Museum closer to the experience museum guests are looking to have. Curator's Corner will be a hands-on exploration of the science of archaeology – bring STEM learning to children and adults inside the museum. Picture the Past is a 21<sup>st</sup> century upgrade to one of our most popular adult outreach programs – photos of FWB, Destin, Niceville, and many others. These things together are a most needed and out of reach shot in the arm for Heritage Park.

Describe how the funding request promotes tourism within the sub-county taxing district.

Museums are devoted to the procurement, care, study, and display of objects of lasting interest or value. They are places where objects are exhibited so that visitors can explore those collections for inspiration, learning and enjoyment. Museums hold their collections in trust for society. Museums teach critical thinking and empathy. Trips to museums help get kids excited about school subjects, while museums teach adults subject-specific content and skills. Museums can assist the tourism industry as a part of a wider approach to support the cultural, environmental, economic, and aesthetic integrity of a region. By encouraging travelers to visit, enjoy, and appreciate authentic destinations that protect their nature, and sense of place, museums can help individuals, businesses, and governments care for these amazing places and for the people who live there.

People visit a place because they are interested in it, want to know why it is unique, and know the people. Everything that museums and the tourism industry can do together to enhance the positive aspects of a trip benefits everyone. Cultural and heritage tourism allow guests to experience the arts, heritage and activities that truly represent the stories and people of the past and present. Museums play an essential role in cultural and social life by telling our stories, preserving our heritage, interpreting our past, and exploring our future. In this way, museums enrich our lives daily by feeding our hunger for knowledge and igniting our imaginations. They provide forums for learning, but also places for enjoyment and escape.

Museum visitation contributes towards growth and development by building brand value, image & identity. Tourists add economic (and non-economic) value once an area looks at tourism as more than just attracting tourists but as a platform which supports economic growth and development. Tourism is largely a services industry, yet most of the services consumed by tourists cannot be exclusively termed as for tourists. Tourism is, after all, a set of activities (i.e., travelling to a place, staying there and further local travelling) that allows for the consumption of all services and products by travelers throughout their trip. This is the demand side of the tourism industry.

The supply side the tourism industry is those industries providing services and products for the various needs of tourists and travelers. What a tourist spends on consumption of services and products is the revenues of the tourism industry. This means that the value of museums to the larger tourism industry is that they increase the value of a region. Tourism creates places where tourists want to visit. Because tourists travel to those places, they become more popular. Once revenues are realized, they encourage development of other nearby places, so the entire region facilitates additional tourist activities. This makes tourists important. They become brand ambassadors carrying back images and perceptions about an area and sharing it with dozens of others.

Describe how the funding results in lodging/overnight stays within the sub-taxing district.

Museums are part of the recreation and entertainment sector of the tourism industry and provide a chance to explore the sights, facilities, and wonders of a destination. Travel, tourism, and leisure are all part of a complex set of social and cultural relationships. They are tied into the ideological concepts of time, respectability, health, and conspicuous consumption. As a leisure activity, museum visitation adds meaning to individual and community lifestyle and contributes to overall quality of life. Leisure gives a chance to develop skills, friendship, and self-confidence. Museums allow visitors to enjoy new experiences, adventures, and challenges. When combined with healthy activities, participation can improve physical and mental health and promote higher productivity at work. So, museum visitation is an indirect cause of a larger effect. People come to the beach. The longer they stay is determined by the value they place on the experiences to be had in the area around them. Leisure time, recreation opportunities, and museum visitation are all crucial components of a balanced and healthy lifestyle.

Describe other funding methods pursued and why Tourist Development Tax funding is necessary.


The City of Fort Walton Beach Heritage Park and Cultural Center is owned and operated by the City of Fort Walton Beach. As such general fund dollars support museum staff salaries, the operation of buildings and mission, and the upkeep of collections in general. We are looking to TDD funds to increase advertising market reach and to develop museum exhibitions that will create memorable and lasting impressions of travel within the area. By contributing to the tourism draw of the area, we believe Heritage Park can be a leader in cultural and heritage tourism.

Dates during which expenses may be incurred: October 1, 2021 through September 30, 2022

Itemize expenses requested for reimbursement. Denote what portion of the expense, if any, is funded by another source. Attach quotes or any other supporting documentation.

Detailed Description	Amount funded by tourist development tax	Amount funded by other sources
<b>Marketing and Advertising</b>		<b>1,000</b>
a. Brochure Printing & Distribution	3,600	
b. Miles Media Spring See/In Room Concierge	1,600	
c. Sandpiper Publishing / Concierge	400	
d. Smithsonian Undiscovered Florida	1,500	
e. Activity Branding not to exceed	2,900	
i. table top and full size retractable banners		
ii. branded tablecloths		
iii. backdrop banner		
tent half sides printed/branded		
<b>Museum Exhibits</b>	<b>10,000</b>	<b>1,000</b>
a. Signage and Labels for 6 exhibits		
b. Picture the Past Outreach		500
c. Hands-On Pirates & Curators Corner		500
Installation, Fabrication, Research		7,000
<b>TOTAL</b>	<b>\$ 20,000</b>	<b>\$ 10,000</b>

*Note: Item(s) may be disqualified individually without impacting other items listed.*

<p>Upon completing this funding request in its entirety, please read the following statement and affix your signature.</p> <p>I am submitting this funding request on behalf of my organization and am aware that this request will be reviewed for final approval. I have completed this funding request fully and accurately, understand that all information submitted will be used to determine funding eligibility, and have not misrepresented any information contained herein.</p> <p>I understand that if the funding request is approved, payment will be made on a reimbursement basis based on actual expenses incurred. While actual expenses may vary from the amounts noted on this funding request, the total dollar amount reimbursed will not exceed the total dollar amount approved. Copies of vendor invoices, proof of payment, and an invoice from my organization to the County will be required for payment.</p>	
 Signature of Applicant	April 20, 2021 Date
Gail Lynn Meyer Printed Name of Applicant	

## **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
  - b. 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
    - ii. 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 or 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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