

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/24/2020

Contract/Lease Control #: C20-2919-TDD

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: DESTIN FIRE CONTROL

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2019

Expiration Date: 09/30/2020

Description of PUBLIC SAFETY SERVICES

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: BCC RECORDS

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR
BEACH SAFETY AND LIFEGUARD SERVICES

CONTRACT # C20-2919-TDD

This Amendment No. 1 hereby amends the Interlocal Agreement effective October 1, 2019, by and between Okaloosa County, Florida ("County") and Destin Fire Control District ("District"), for Beach Safety and Lifeguard Services ("Contract"), also known as County Contract No. C20-2919-TDD.

WITNESSETH:

WHEREAS, the District is in need of a personal water craft (PWC) to patrol Crab Island; and

WHEREAS, the District is requesting reimbursement of the PWC and rack rather than issuance pursuant to Section 3.B Vehicles and Vessels of the Contract; and

WHEREAS, both parties desire to amend the Contract to provide for additional reimbursement to the District for a PWC, rack, and related equipment.

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

1. Section 3.A.(1) shall be amended as follows: "~~EIGHT HUNDRED SEVENTY THREE THOUSAND FOUR HUNDRED DOLLARS (\$873,400.00)~~ EIGHT HUNDRED EIGHTY-EIGHT THOUSAND NINE HUNDRED DOLLARS (\$888,900)."
2. Exhibit A shall be amended as included herein.
3. This Amendment No. 1 shall be effective upon execution by the County.
4. All other provisions of Contract # C20-2919-TDD shall remain in full force.

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

DESTIN FIRE CONTROL DISTRICT


Richard D. Moore, Chairman

Date: 6/15/2020

BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA


Robert A. "Trey" Goodwin III, Chairman

Date: JUL 07 2020



ATTEST:


Kathryn Wagner, District Clerk

ATTEST:

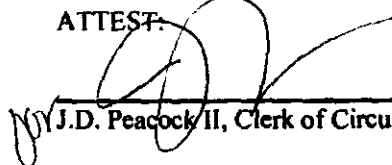

J.D. Peacock II, Clerk of Circuit Court



EXHIBIT A
SCOPE OF SERVICES

FY2020 Okaloosa County Tourist Development Tax

AMENDMENT 1

Operational & Capital Funding Request Budget Detail to address impacts related to increased tourism and visitors.

UAS Classification	Expenditure Details	TDT Funding	Other Funding	Total Budget
12- Full-Time Wages	Division Chief	70,396	9,066	79,462
13- Part-Time Wages	22 seasonal lifeguard positions. Positions vary from spring break through fall	485,627	81,253	566,885
14- Overtime	unscheduled (holidays, flood events, Extra staffing for severe weather events)	10,000	-	10,000
21- FICA taxes		44,586	5,625	50,211
22- Retirement		34,509	4,444	38,953
23- Health Insurance		14,285	1,840	16,125
24- Work Comp		22,247	2,551	24,798
	Personnel Subtotal	\$ 681,650	\$ 104,784	\$ 786,434
31- Professional Services		41,604	1,096	42,700
34- Other Services	drug, driver and physicals for new employees / unemployment tax	13,851	2,043	15,894
40- Travel & Per Diem		-	-	-
41- Communications	radios, cell phones, and location devices	8,826	1,215	10,041
42- Postage		-	-	-
43- Utilities	electricity, water, gas	1,772	228	2,000
44- Rentals & Leases		-	-	-
45- GA Insurance		26,473	3,410	29,883
46- Facility Repair/Maint		-	-	-
46- Equipment Repair/Maint	chairs / towers / rescue equipment	1,329	171	1,500
46- Vehicle Repair/Maint	fleet vehicles	19,500	-	19,500
47- Printing & Binding		-	-	-
48- Promotional Activities		-	-	-
49- Other Expenses	junior lifeguard program, public education program (only if break-even is not met)	3,000	-	3,000
51- Office Supplies	general office supplies, paper, postage, computers	2,200	-	2,200
52- Fuel	fleet fuel	9,000	-	9,000
52- Uniforms	flns, shorts, shirts, hats, foul weather gear	11,656	2,640	14,296
52- Safety/Medical Supplies	first aid boxes, supplies for towers, small tools, protective gear, buoys, flags, etc.	12,650	350	13,000
52- Other Supplies	whistles, cans, dry boxes, pagers etc., education supplies	1,226	49	1,275
54- Memberships		-	-	-
55- Training	continuing education, water and surf training	4,063	937	5,000
	Operations Subtotal	\$ 157,150	\$ 12,139	\$ 169,289
64- Equipment	Boards	17,500	-	17,500
64- Equipment	Chairs (qty 3)	17,100	-	17,100
64- Equipment	Personal Watercraft (PWC) & related equipment	15,500	-	15,500
	Capital Subtotal	\$ 50,100	\$ -	\$ 50,100
FY 2019 Total		\$ 888,900	\$ 116,923	\$ 1,005,823

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

Procurement/Contract/Lease Number: C20-2919-TDD Tracking Number: 4043-20
Procurement/Contractor/Lessee Name: Costn Fire Control Grant Funded: YES ___ NO X
Purpose: amendment #1
Date/Term: 9-30-2020
Department #: 1152
Account #: 581210
Amount: \$88,900.00
Department: TDD Dept. Monitor Name: ddams

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
White Mason Date: 6-5-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr

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: 6-9-2020
Risk Manager or designee Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 6-16-2020
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Department funding confirmed: _____
Date: _____

DeRita Mason

From: Karen Donaldson
Sent: Monday, June 8, 2020 8:53 AM
To: DeRita Mason
Subject: RE: DFCD amendment 1

DeRita

This is approved by risk management. Please note that DFCD is required to provide insurance on the equipment in this contract, there is no evidence of insurance in file at this time.

Thank you

Karen Donaldson

Karen Donaldson
Claims Examiner
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
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: Friday, June 5, 2020 1:49 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: DFCD amendment 1

Please review and approve the attached.

Thank you,

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, June 16, 2020 8:11 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson
Subject: RE: DFCD amendment 1

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson, P.A.**
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: Friday, June 5, 2020 2:49 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: DFCD amendment 1

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/16/2020

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 Fuller Insurance LLC PO Box 1583 Santa Rosa Beach FL 32459	CONTACT NAME: Ronald Clark
	PHONE (A/C, No, Ext): (850) 622-5283 FAX (A/C, No): (850) 622-5287 E-MAIL ADDRESS: nely@fullerinsurance.us
INSURER(S) AFFORDING COVERAGE	
INSURER A: American Alt Ins Corp	NAIC # 19720
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 Destin Fire Control District

 848 Airport Road


 Destin FL 32541

COVERAGES **CERTIFICATE NUMBER:** Cert ID 2868 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		VFIS-TR-2058452	08/31/2019	08/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		VFIS-TR-2058452	08/31/2019	08/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		VFIS-TR-2058452	08/31/2019	08/31/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Okaloosa County 5479A Old Bethel Road Crestview FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 355719
Procurement/Contractor/Lessee Name: Destin Fire Contrl Grant Funded: YES ___ NO X
Purpose: Beach Lifeguard Services
Date/Term: 9-30-20
Amount: 873,400.00
Department: TBD
Dept. Monitor Name: Adams

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: 9-11-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: no ~~from~~ federal clauses Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached
_____ Date: 9-11-19
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 9-19-19
_____ Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:
_____ Date: _____
Finance Manager or designee

DeRita Mason

From: Karen Donaldson
Sent: Wednesday, September 11, 2019 9:58 AM
To: DeRita Mason
Subject: RE: FY20 funding agmt - Destin Fire

DeRita

This is approved by risk Management for Insurance purposes.

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, September 11, 2019 9:37 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: FY20 funding agmt - Destin Fire

Please review and approve.

Thank you,

DeRita

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, September 18, 2019 5:53 PM
To: DeRita Mason
Cc: Karen Donaldson; Lynn Hoshihara
Subject: RE: FY20 funding agmt - Destin Fire

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, September 11, 2019 10:37 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: FY20 funding agmt - Destin Fire

Please review and approve.

Thank you,

DeRita



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

**INTERLOCAL AGREEMENT FOR
BEACH SAFETY AND LIFEGUARD SERVICES**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into on the Effective Date defined below by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "the County") and DESTIN FIRE CONTROL DISTRICT, an independent special district (hereinafter referred to as "the District").

WHEREAS, pursuant to Section 125.0104(5)(c), Florida Statutes, the County is authorized to reimburse expenses incurred in providing public safety services which are needed to address impacts related to increased tourism and visitors to an area; and

WHEREAS, the County finds that providing public safety services is an essential component of promoting the sub-county taxing district as a tourist destination; and

WHEREAS, the County finds the presence of lifeguards will promote safety and encourage enjoyment of its beaches; and

WHEREAS, the County desires beach safety and lifeguard services; and

WHEREAS, the District has the experience, qualifications and resources to provide public safety services, which include beach safety and lifeguard services, which are needed to address impacts related to increased tourism and visitors to the area; and

WHEREAS, the County determines it would be in the best interest of the health, safety, and welfare of its citizens and visitors to enter into this Agreement to provide financial support to the District 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 District 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. District's Responsibilities.

A. The District shall provide beach safety and lifeguard services as more fully described in the scope of services as set forth in **Exhibit "A"** attached hereto and incorporated by reference.

B. The District shall work in coordination with the Okaloosa County Sheriff's Office and Okaloosa County Public Safety Department to provide public safety services to Crab Island.

C. The District shall provide a point-of-contact for the services provided under this Agreement. The point of contact shall be available to the County at all times as necessary for the proper performance of this Agreement by the District.

D. The District shall place the Okaloosa County tourist development logo ("Logo")

on equipment and vehicles used to provide services under this Agreement. Said Logo shall be provided by the County and shall not be permanent. Additionally, the District 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.

E. The District shall invoice the County for September services no later than November 10, 2020 in order to close out this Agreement. Failure to remit a timely final invoice shall result in forfeiture of County funds.

Section 3. County's Responsibilities.

A. Payment and Invoicing

- (1) Pursuant to the authority set forth in Section 125.0104(5)(c), Fla. Stat., the County agrees to pay the District EIGHT HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED DOLLARS (\$873,400.00) for services rendered for the fiscal year October 1, 2019 to September 30, 2020 ("Effective Term") as set forth in **Exhibit "A"**. Payment shall be made on a reimbursement basis upon receipt of an invoice, recommendation from the Tourist Development Council and approval from the Board of County Commissioners.
- (2) 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 description of expenses as set forth in **Exhibit "A"**. The District is authorized to shift expenses between line items so long as the total annual amount is not exceeded.
- (3) Payment 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 to prevent payments for public safety from exceeding the statutory cap amount of 10 percent of the tourist development tax revenue received.
- (4) In the event a portion of an invoice submitted to the County for payment to the District, 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.

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 used to meet budgetary needs of the District related to the provision of services under this Agreement. Upon the sale of any capital items, the District shall provide documentation to the County of such sale and reinvestment of the proceeds to provide the Scope of Services attached as **Exhibit "A"**. However, if there are excess funds available to the District at the end of the Effective Term and the parties do not enter into a subsequent agreement for the provision of the services as set forth herein, any excess funds shall be remitted to the County.*

B. Vehicles and Vessels

- (1) The County shall procure, issue and deliver to the District: three (3) ATVs, one (1) UTV, and one (1) PWC ("Vehicles/Vessels"), which said Vehicles/Vessels will be the equivalent or of greater value than ATVs, UTV and PWC in the District's possession for the 2018/2019 fiscal year.
- (2) The Vehicles/Vessels shall be purchased and delivered to the District on or before February 14, 2020, at no charge to the District.
- (3) The Vehicles/Vessels shall be delivered to the District at Destin Fire Station 10, 117 Crystal Beach Drive, Destin, Florida 32541, at no charge to the District.
- (4) Each of the Vehicles/Vessels will be equipped with a rack.
- (5) Customization of the Vehicles/Vessels will be at the sole discretion and responsibility of the District. Maintenance of the Vehicles/Vessels will be at the sole discretion and responsibility of the District. The County shall reimburse the District for all customizations and all maintenance expenses to the Vehicles/Vessels.
- (6) The Vehicles/Vessels are the property of the County and shall remain in the name of the County. The County shall lease as part of this MOU the Vehicles/Vessels procured to the District for the season as outlined in **Exhibit "A"**. The duration of the lease for the Vehicles/Vessels shall extend until such time as it is mutually agreed between the parties that the Vehicles/Vessels need to be replaced. The County shall not charge the District for the lease of the Vehicles/Vessels. The County agrees to reimburse the District for any costs incurred by the District for the lease of the Vehicles/Vessels.
- (7) The Vehicles/Vessels shall stay in the sole possession, authority and control of the District during the season as outlined in **Exhibit "A"**.
- (8) The County will not transfer or encumber the Vehicles/Vessels without the prior written consent of the District.

Section 4. Use of County Funds. The funds set forth in Section 3 above shall be used to pay for costs and expenses as set forth in **Exhibit "A"**. The parties acknowledge that these services are being funded exclusively through proceeds of the Tourist Development Taxes levied by the Okaloosa County Board of County Commissioners. In the event that it is legally

determined that such Tax proceeds may not be used for these purposes, then this Agreement shall terminate immediately with services previously rendered by the District being payable as described under Section 5 below.

Section 5. Non-Appropriation of Funds. The District hereby acknowledges that this Agreement is completely dependent on the appropriation of legally available funds by the County and agrees that in the event such funds are not appropriated for any reason this Agreement shall terminate and be considered void. If the Agreement is terminated by the County as provided herein, the District will be paid the prorated amount for services actually performed up to the date of termination.

Section 6. Effective Date and Term of Agreement. This Agreement shall be effective on October 1, 2019 (“Effective Date”) and terminate on September 30, 2020, unless terminated earlier in accordance with the provision contained in this Agreement.

Section 7. 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 8. Records & Audit.

A. For the services performed under this Agreement, the District 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 District in connection with the services performed under this Agreement.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT’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.

B. District must comply with the public records laws, Chapter 119, Fla. Stat., specifically District must:

- i. Keep and maintain public records required by the County to perform the service.
- ii. 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, Fla. Stat., or as otherwise provided by law.
- iii. 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 Effective Term and following completion of this

Agreement if the District does not transfer the records to the County.

- iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the District or keep and maintain public records required by the County to perform the service. If the District transfers all public records to the County upon completion of the contract, the District shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the District keeps and maintains public records upon completion of the Agreement, the District shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

C. The County shall have the right from time to time at its sole expense to audit the compliance by the District 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 9. 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 10. 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 11. 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 District as follows:

Fire Chief
Destin Fire Control District
848 Airport Road
Destin, FL 32541

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 lie in the Circuit Court in and for 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 written consent of the parties.

Section 16. Indemnification. Subject to the limitations provided in Section 768.28, Fla Stat., 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. Insurance. District shall furnish the County with Certificates of Insurance. The certificate holder shall be as follows:

Okaloosa County
5479A Old Bethel Road
Crestview, Florida 32536

The insurance required shall be written for not less than the following limits unless law requires higher amounts:

- | | |
|------------------------------------|-----------------------------|
| 1. Workers Compensation | |
| a) State | Statutory |
| b) Employers Liability | \$500,000 each accident |
| 2. Business Automobile | \$1 million each occurrence |
| (Combined Single Limit) | |
| 3. Commercial General Insurance | \$1 million each occurrence |
| (Combined Single Limit) | |
| 4. Personal Injury and Advertising | \$1 million each occurrence |
| (Combined Single Limit) | |

Section 18. 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 19. Federal Requirements. During the performance of this Agreement, the parties shall comply with the Federal Regulations as set forth in **Exhibit “B”**, which is expressly incorporated herein as part of this Agreement.

Section 20. Amendments. Neither this Agreement nor any portion may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the parties hereto. Any party to this Agreement shall have the right, but not the obligation, to waive any right or rights, limitation or limitations, or condition or conditions herein reserved or intended for the benefit of such party without being deemed to have waived other right, limitations or conditions. However, such waiver shall be valid only if expressly granted in writing as described above.

Section 21. Dispute Resolution. The parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with the provisions of the Florida Governmental Conflict Resolution Act as set forth in Sections 164.101-164.1061, Fla. Stat. (“FGCRA”). To the extent that the parties are unable to resolve this dispute through the provisions of the FGCRA, then within thirty (30) days from the date it is determined the parties cannot resolve their dispute through the FGCRA, the parties shall be required to participate in mediation. The cost of the mediation shall be borne equally between the parties. In the event that the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies allowed by law.

Section 22. Attorneys’ Fees and Costs. In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs, whether incurred before suit, during suit, or at the appellate level. The Section shall apply to any disputes brought under the FGCRA. The reasonable costs that the prevailing party shall be entitled to recover pursuant to Agreement shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs).

Section 23. Survivorship. The parties’ obligations related to the Vehicle/Vessel lease provisions as set forth in Section 3(B) shall survive the terms of this MOU including the final payment & closeout of this MOU.

[Remainder of page intentionally left blank]

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

DESTIN FIRE CONTROL DISTRICT

By: 
Richard D. Moore, Chairman

Dated: 2/14/2020

ATTEST:

By: 
Kathryn Wagner, District Clerk

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

By: 
Robert A. "Trey" Goodwin III, Chairman



Dated: FEB 18 2020

ATTEST:

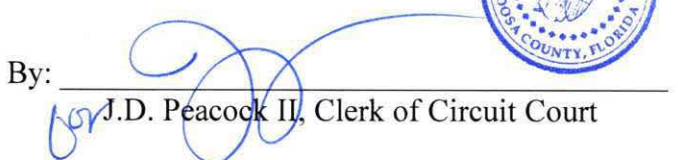
By: 
J.D. Peacock II, Clerk of Circuit Court



Exhibit "A"

SCOPE OF SERVICES

The District shall supply beach safety and lifeguard services within the area between Destin East Pass and the Okaloosa/Walton County Line, excluding Henderson Beach State Park. Those beach safety and lifeguard services shall include, but not be limited to, beach safety education, patrolling and supervising beach areas from assigned lifeguard locations, patrol vehicle, or vessel; performing rescue and accident prevention activities at the beach and in the open water environment; monitoring and advising beach and water users of local, state and federal laws, rules, and ordinances; providing and coordinating emergency medical and water-rescue activities and emergency response. Such services shall be provided during the following times: 9:00 am (CST) to 8:00 pm (CST) from Memorial Day to Labor Day; and 9:00 (CST) am to 6:00 pm (CST) for the remainder of the season, as defined in the first bullet point below.

Priority duties include:

- The "Season" shall be defined as the period of time beginning the second weekend of March through the second weekend in October. During the season, assess the prevailing surf conditions daily, in accordance with United States Lifesaving Association ("USLA") and International Life Saving Federation ("ILSF") standards, determine the appropriate beach safety flag and based on that assessment, change the beach flags to reflect the appropriate color and provide lifesaving services.
- Implement the District's beach safety standard operating guidelines so as to best minimize risk to the public and for the safe and efficient operation of lifeguarding service.
- Closely monitoring all aquatic users within designated areas of supervision.
- Maintaining a proactive approach to beach and water safety by advising the public, when necessary, of dangers and providing advice to best minimize risk.
- Educating the public on beach safety and the beach flag system.
- Carrying out the rescue of any person(s) in difficulty and informing other services if and when backup is required.
- Carrying out the other duties such as Emergency Medical Response and Minor First Aid, Dry-Land and In-Water Missing Person Searches, and Safety Interventions and Preventive Actions as required prevent/treat death of injury, minimizing risk, and maintaining public safety. Providing written reports of incidents and Daily Activity Reports for required beach statistics.
- Monitoring the condition of lifeguard equipment and repair/replace as necessary.
- Undertaking scheduled cleaning and maintenance of surf rescue equipment and facilities on a daily, weekly and monthly basis and repair/replace as needed.
- Manage the District's beach wheelchair program, providing beach wheelchairs at designated locations.

- Maintain personnel training, curriculum, and equipment standards that meet or exceed the standards established by the United States Lifesaving Association's Lifesaving Agency Certification Program.
- Provide an annual comprehensive report to the Department of Public Safety Director that includes, but is not limited to, the following performance measures: (1) the number of personnel used to deliver lifeguard services, (2) the cost of all personnel services, (3) lifesaving activities for the season to include preventative actions and rescues performed, and (4) drowning fatalities in guarded and unguarded areas. The report shall be submitted no later than the end of business on the second (2nd) Friday of November.

FY2020 Okaloosa County Tourist Development Tax
Operational & Capital Funding Request Budget Detail *to address impacts related to increased tourism and visitors.*

Revised: 9/8/2019

UAS Classification	Expenditure Details	TDT Funding	Other Funding	Total Budget
12- Full-Time Wages	Division Chief	70,396	9,066	79,462
13- Part-Time Wages	22 seasonal lifeguard positions. Positions vary from spring break through fall	485,627	81,258	566,885
14- Overtime	unscheduled (holidays, flood events. Extra staffing for severe weather events)	10,000	-	10,000
21- FICA taxes		44,586	5,625	50,211
22- Retirement		34,509	4,444	38,953
23- Health Insurance		14,285	1,840	16,125
24- Work Comp		22,247	2,551	24,798
	Personnel Subtotal	\$ 681,650	\$ 104,784	\$ 786,434
31- Professional Services		41,604	1,096	42,700
34- Other Services	drug, driver and physicals for new employees / unemployment tax	13,851	2,043	15,894
40- Travel & Per Diem		-	-	-
41- Communications	radios, cell phones, and location devices	8,826	1,215	10,041
42- Postage		-	-	-
43- Utilities	electricity, water, gas	1,772	228	2,000
44- Rentals & Leases		-	-	-
45- G/L Insurance		26,473	3,410	29,883
46- Facility Repair/Maint		-	-	-
46- Equipment Repair/Maint	chairs / towers / rescue equipment	1,329	171	1,500
46- Vehicle Repair/Maint	fleet vehicles	19,500	-	19,500
47- Printing & Binding		-	-	-
48- Promotional Activities		-	-	-
49- Other Expenses	junior lifeguard program, public education program (only if break-even is not meet)	3,000	-	3,000
51- Office Supplies	general office supplies, paper, postage, computers	2,200	-	2,200
52- Fuel	fleet fuel	9,000	-	9,000
52- Uniforms	flns, shorts, shirts, hats, foul weather gear	11,656	2,640	14,296
52- Safety/Medical Supplies	first aid boxes, supplies for towers, small tools, protective gear, buoys, flags, etc.	12,650	350	13,000
52- Other Supplies	whistles, cans, dry boxes, pagers etc., education supplies	1,226	49	1,275
54- Memberships		-	-	-
55- Training	continuing education, water and surf training	4,063	937	5,000
	Operations Subtotal	\$ 157,150	\$ 12,139	\$ 169,289
64- Equipment	Boards	17,500	-	17,500
64- Equipment	Chairs (qty 3)	17,100	-	17,100
64- Equipment		-	-	-
64 - Equipment		-	-	-
64 - Equipment		-	-	-
	Capital Subtotal	\$ 34,600	\$ -	\$ 34,600
	FY 2019 Total	\$ 873,400	\$ 116,923	\$ 990,323

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, 2009 (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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