

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10-20-2017

Contract/Lease Control #: L18-0460-BCC

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: TOMMY MATTONIE'S PO-BOY & FLORIBBEAN TACOS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/01/2017

Expiration Date: 10/31/2018 W/4 1 YR RENEWALS

Description of Contract/Lease: LEASE OF 723 EGLIN PARKWAY

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

RECEIVED
 AUG 29 2018
 BY: P. GCH

NOTICE OF CANCELLATION OR NONRENEWAL

<p style="text-align: center;">INSURANCE COMPANY</p> <p>FEDERATED NATIONAL INS. CO. 14050 N.W. 14TH STREET # 180 SUNRISE, FL 33323-0000</p>	<p>KIND OF POLICY General Liability</p> <p>POLICY NO. HM-0000012613-02</p> <p style="background-color: yellow;">CANCELLATION OR EXPIRATION WILL TAKE EFFECT AT:</p> <p style="background-color: yellow;">10/27/18 (DATE) 12:01AM (HOUR STANDARD TIME) 8/21/18</p> <p>ISSUED THROUGH AGENCY OR OFFICE AT:</p> <p>23732/000 COOKE INSURANCE AGENCY*</p> <p style="font-size: 1.2em; font-family: cursive;">L18-0460-BCC</p>
<p style="text-align: center;">NAME AND ADDRESS OF INSURED</p> <p>TOMMY MATTONIES PO- BOY FLORIB 125 FERRY RD NE FORT WATLON BEACH, FL 32548-0000</p>	
<p style="text-align: center;">NAME AND ADDRESS OF ADDITIONAL INSURED / MORTGAGEE HOLDER / LIENHOLDER</p> <p>OKALOOSA COUNTY 602-C NORTH PEARL STREET CRESTVIEW, FL 32536</p>	

CANCELLATION	<input type="checkbox"/>	You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with the law, that your insurance will cease at and from the hour and date mentioned above for the reason(s) stated in the "Important Notices" section below. See the "Important Notices" below for other information that may apply.
	<input type="checkbox"/>	You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with the law, that your insurance will cease at and from the hour and date mentioned above for the reason(s) stated in the "Important Notices" section below. You are permitted by law to appeal this cancellation. An appeal must be filed no later than 20 days before the effective date of cancellation set forth in this Notice. Forms for such appeal and the regulations pertaining thereto may be obtained from the offices of the Department of Insurance. The Department of Insurance does not have the authority to extend the effective date of cancellation; therefore you should obtain replacement coverage prior to the effective date of cancellation. (Appeals is not permitted in the case of cancellation for nonpayment of premium.) See the "Important Notices" below for other information that may apply.
	<input checked="" type="checkbox"/>	You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with the law, that the above mentioned policy will expire effective at and from the hour and date mentioned above and the policy will NOT be renewed for the reason(s) stated in the "Important Notices" section below.
IMPORTANT NOTICES		Reason(s) for cancellation, nonrenewal of policy (reason(s) stated only if above marked item indicates such.) LCOMPANY IS NO LONGER WRITING THIS LINE OF BUSINESS IN THE STATE OF FLORIDA

<input type="checkbox"/>	TO LIENHOLDER: You are hereby notified that the agreement under the Loss Payable Clause payable to you as Lienholder, which is a part of the above policy, issued to the above insured is hereby canceled or nonrenewed in accordance with the conditions of the policy, said cancellation or non renewal to be effective on and after the hour and date mentioned above.
<input type="checkbox"/>	TO MORTGAGEE: You are hereby notified that the agreement under the Loss Payable Clause payable to you as Mortgagee, which is a part of the above policy, issued to the above insured is hereby canceled or nonrenewed in accordance with the conditions of the policy, said cancellation or non renewal to be effective on and after the hour and date mentioned above.
<input checked="" type="checkbox"/>	TO ADDL. INSURED/CERTIFICATE HOLDER: You are hereby notified that the agreement under the Loss Payable Clause payable to you as Additional Insured/Certificate Holder, which is a part of the above policy, issued to the above insured is hereby canceled or nonrenewed in accordance with the conditions of the policy, said cancellation or non renewal to be effective on and after the hour and date mentioned above.

<p>PRODUCER / AGENT: 23732/000</p>	<p>(If notice of cancellation or nonrenewal is mailed to the Insured, Lienholder or Mortgagee, complete the following.)</p> <p>I hereby certify that I personally mailed in the U.S. Post Office, at the place and time stamped hereon, a notice of cancellation or nonrenewal to the insured, lienholder or Mortgagee, an exact carbon copy of which appears above, and at said time received from the U.S. Postal Service the receipt made a part hereof or attached hereto.</p> <p>Signed this <u>21</u> day of <u>August</u> 20<u>18</u></p> <p>Signature <u>J. GORDON JENNINGS III</u></p>
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ADDITIONAL INSURED

COOKE INSURANCE AGENCY*
1165 JOHN SIMS PKWY
NICEVILLE, FL 32578-0000



Send To: OKALOOSA COUNTY
602-C NORTH PEARL STREET
CRESTVIEW, FL 32536

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: TBD Tracking Number: _____
Procurement/Contractor/Lessee Name: Tommy Martini ^{PO Box} Grant Funded: YES ___ NO
Purpose: Lease
Date/Term: 11-1-17 - 10-31-18
with 4 1/2 yr renewals
Amount: 1800.00 annually
Department: PW
Dept. Monitor Name: Aubrey

1. GREATER THAN \$50,000
2. GREATER THAN \$25,000
3. \$25,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 10-3-17
Purchasing Director or designee Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written: NA Date: _____
Grants Coordinator Renee Biby

Risk Management Review

Approved as written: [Signature] Date: 10-4-17
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see enclosed attal Date: 10-4-17
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants Office

Document has been received: _____ Date: _____
Contracts & Grants Manager Marcella Eubanks, Mindy Kovalsky, Ashley Endris

DeRita Mason

From: Zan Fedorak
Sent: Wednesday, October 04, 2017 11:04 AM
To: DeRita Mason
Cc: Roxanne Ader
Subject: FW: Tommy Mattonies Lease - for Coordination
Attachments: 10-4-17 Tommy Mattonies Lease Agreement rev.docx

Good Morning DeRita,

Please see the attached lease for coordination. Legal approval is included below. I have previously sent it through Risk Management but I will need their final approval on the coordination sheet.

Thanks,
Zan

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Wednesday, October 4, 2017 11:01 AM
To: Zan Fedorak <zfedorak@co.okaloosa.fl.us>
Cc: Hoshihara, Lynn <lhoshihara@ngn-tally.com>
Subject: RE: Tommy Mattonies Lease

This is approved for legal purposes.

From: Zan Fedorak [mailto:zfedorak@co.okaloosa.fl.us]
Sent: Wednesday, October 04, 2017 11:54 AM
To: Parsons, Kerry
Cc: Hoshihara, Lynn
Subject: RE: Tommy Mattonies Lease

Good Morning Kerry,

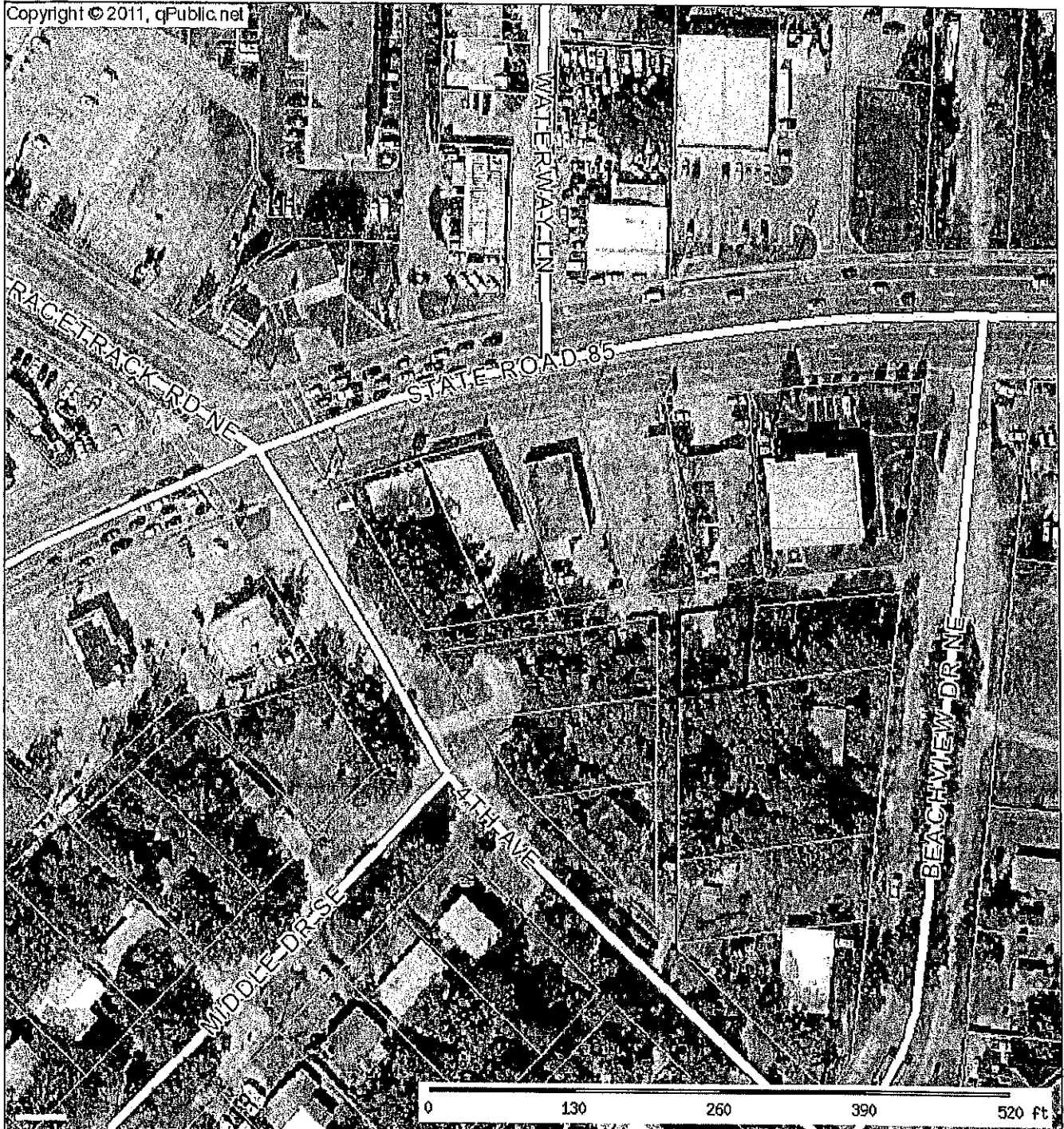
I have accepted your revisions for your final review and approval.

Thanks,
Zan

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Wednesday, October 4, 2017 8:23 AM
To: Zan Fedorak <zfedorak@co.okaloosa.fl.us>
Cc: Hoshihara, Lynn <lhoshihara@ngn-tally.com>
Subject: RE: Tommy Mattonies Lease

Zan:

Attached are my revisions.
Kerry



Okaloosa County Appraiser

Parcel: 01-2S-24-0180-0010-009A Acres: 0

Name:	BCC OKALOOSA COUNTY	Land Value:	17,250
Site:	. FT WALTON BEACH	Building Value:	0
Sale:	\$1,050 on 1977-01 Reason=V Qual=U	Misc Value:	0
Mail:	302 N WILSON ST SUITE 203	Just Value:	17,250
	CRESTVIEW, FL 32536	Assessed Value:	17,250
		Exempt Value:	17,250
		Taxable Value:	0



Okaloosa County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.
 Date printed: 10/10/17 : 09:01:29

**LEASE WITH
TOMMY MATTONIE'S PO-BOY & FLORIBBEAN TACOS, INC.**

This ground lease agreement is executed and entered into this 17th day of October, 2017, by and between, Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Lessor", whose principal address is 1250 N Eglin Parkway, Shalimar, Florida, 32579 and Tommy Mattonie's Po-Boy & Floribbean Tacos, Inc., hereinafter referred to as "Lessee", a Florida Corporation, certified to do business in the State of Florida, whose principal address is 125 Ferry Road NE, Fort Walton Beach, Florida 32548.

The Lessor and Lessee, for the consideration herein set forth, agree as follows:

**SECTION ONE
Leased Property**

1.1 Lessor does hereby lease certain real property, approximately 0.11 acres as indicated by the legal description shown below, located south of 723 Eglin Parkway, Fort Walton Beach, Okaloosa County, State of Florida ("Leased Premises"), to Lessee for the following purposes:

- a. Parking.
- b. No other use is authorized for any portion of the Lease Premises unless authorized by the County.

Following described real property, lying and being in the County of Okaloosa, State of Florida, to-wit:

The West 66.00 feet of Lot 9, Block 10, Bayview Subdivision, near Fort Walton Beach, Okaloosa County, Florida, according to plat thereof recorded in the Public Records of said County in Plat Book 1, Page 26. Also described as 01-2S-24-0180-0010-009A.

**SECTION TWO
Lease Term**

2.1 The initial term of the Lease shall begin on November 1, 2017, and end on October 31, 2018. With the option of up to four (4) additional one (1) year renewals, if mutually agreed between the parties in writing.

**SECTION THREE
Rent**

3.1 A lease of \$1,800 annually is established for the approximately 0.11 acres as described above. The Lessee shall pay to Lessor at 1250 North Eglin Pkwy, Shalimar, Florida 32579 the lease amount of \$1,800 annually with a 2% increase each year. Rent shall be due and payable in advance of the first day of the Lease period of each year.

3.2 If Lessee fails to pay the lease when due, Lessee shall then pay interest to the Lessor at the maximum legal allowable rate authorized by the State of Florida. If any rental fee or other charge remains delinquent for a period of ten (10) days after written notice has been given, Lessor shall have the option of terminating this Agreement as set forth in Section twenty-eight (28) below.

3.3 In addition, Lessee shall pay any and all taxes, assessments, charges, costs and expenses that may be due as a result of this Lease, together with all interest and penalties that may accrue thereon. In the event of the failure of Lessee to pay those items, and all other damages, costs, expenses, and sums that Lessor may suffer or incur, or that may become due, by reason of any default of the Lessee or failure by the Lessee to comply with the terms and conditions of this Lease shall be deemed to be additional rent, and in the event of non-payment, Lessor shall have all rights and remedies as herein provided for failure to pay rent.

SECTION FOUR

Utilities

4.1 The Lessee agrees to pay all charges for utility services and costs of installations, including water, heat, light, power, sewage and garbage.

SECTION FIVE

Improvements to Lessor

5.1 Any and all improvements hereafter installed, erected, or placed within the Leased Premises, including alterations and repairs shall become, upon the termination of this Lease for any cause, the absolute and sole property of the Lessor and shall not be removed from the Leased Premises. If on termination of this Lease, Lessee is not in default, Lessee shall have the right to remove from the Leased Premises any equipment or trade fixtures that can be removed without damage to the Leased Premises (and if any damage does occur on any such removal, Lessee shall promptly repair the same).

SECTION SIX

Building, Alterations and Permits

6.1 Lessee shall at its expense apply for and obtain any and all building, construction, or other permits and licenses to build, repair or maintain the improvements contemplated by the Lease. Lessor makes no representations or warranty relative to the availability of such licenses or permits, and Lessee assumes full responsibility for securing same. No construction, modification, or alterations of improvements to include antennas or other devices are permitted without prior written approval by County.

SECTION SEVEN
Unlawful or Dangerous Activity

7.1 Lessee shall neither use nor occupy the Leased Premises or any part thereof for any unlawful or hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful or hazardous use, take action to halt such activity.

7.2 Furthermore, Lessee shall not commit or suffer to be committed on said premises, any waste, nuisance or unlawful act.

SECTION EIGHT
Insurance

Lessee shall maintain, during the term of this lease, adequate insurance coverage through insurance policies upon which the Lessor shall be named as an additional insured as follows:

- a. Commercial General Liability Insurance - \$1,000,000 each occurrence (combined single limit) Lessee shall provide to lessor Certificates of Insurance demonstrating that the required insurance coverage has been obtained and showing that Lessor is named as an additional insured on such insurance policies.

SECTION NINE
Indemnification

9.1 Lessee agrees to indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either:

- a. A failure by Lessee to perform any of the terms and conditions of this Lease.
- b. Any injury or damage happening on or about the Lessor's property resulting from the Lessee's occupancy, operations, or use of the Leased Premises.
- c. Failure to comply with any law of any governmental authority having jurisdiction,
- d. Any mechanics' lien or security interest filed against the Lessor's property or any equipment installed or caused to be installed by Lessee at the Leased Premises, or any materials used or caused to be used by Lessee on or at the Leased Premises, or any work done or caused to be done by Lessee at the Leased Premises for any purpose.

SECTION TEN
Easements, Agreements, or Encumbrances

10.1 The parties shall be bound by all existing easements, agreements and encumbrances of record relating to the Leased Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by the holder of the interest pursuant to the rights of that holder thereunder.

10.2 Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Leases Premises or any part thereof, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Leased Premises, including buildings.

SECTION ELEVEN Liability; Risk of Loss

11.1 Lessee shall be in exclusive control and possession of the Leased Premises and Lessor shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises or any property of Lessee. Lessor has the right to inspect the Leased Premises at any time upon reasonable notice. The provisions herein permitting Lessor to enter and inspect the Leased Premises are made to ensure that Lessee is in compliance with the terms and conditions hereof and make repairs that Lessee has failed to make or are necessary as a consequence of a repair that was necessary that was outside the responsibility of Lessee. Lessor shall not be liable to Lessee for any entry on the premises for inspection or necessary repair purposes.

11.2 Lessee assumes the risk of loss or damage to the property and its contents, whether from windstorm, fire, earthquake, or any other cause whatsoever.

11.3 The damage, destruction, or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release Lessee from any obligations hereunder nor shall it cause a rebate or an abatement in rent then due or thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or improvement, Lessee shall at its own expense, promptly repair and restore the property to a condition as good or better than that existed prior to the damage or destruction.

SECTION TWELVE Representations by Lessor

12.1 At the commencement of the term Lessee shall accept the Leased Premises and the fixtures and equipment included therein in their existing condition and state of repair, and Lessee agrees that no representations, statements, or warranties, expressed or implied, have been made by or on behalf of Lessor in respect therein except as contained in the provisions of this Lease, and Lessor shall in no event be liable for any latent defects within the Leased Premises.

SECTION THIRTEEN
Waivers

13.1 The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies the Lessor may have to enforce performance of the terms and conditions of this Lease at any time.

SECTION FOURTEEN
Notice

14.1 All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent certified mail, postage prepaid and with return receipt requested, to the party to be notified at the address set forth below or at such other address as either party may from time to time designate in writing.

As to Lessor:
Okaloosa County Board of County Commissioners
John Hofstad, County Administrator
1250 N Eglin Pkwy
Shalimar, Florida 32579

As to Lessee:
Tom Garner
723 Eglin Parkway, NE
Fort Walton Beach, FL 32547

SECTION FIFTEEN
Assignment or Sublease

15.1 Except as hereinabove set out, the Leased Premises may not be sublet, in whole or in part, and Lessee shall not assign this Lease or any portion of this Lease at any given time without prior written consent of Lessor.

15.3 Lessee agrees that upon assignment of this Lease by Lessee, Lessor shall have the right to inspect the leased premises and require that the property be repaired or restored to the condition that it existed upon execution hereof.

SECTION SIXTEEN
Termination of the Lease

16.1 The Lessor may terminate this Lease for convenience and be released from all obligations thereunder by providing Lessee with ninety (90) days written notice.

SECTION SEVENTEEN
Compliance with Governmental Procedures

17.1 Lessee shall conform to all the requirements of applicable State and Federal statutes and regulations and all County Ordinances and regulations, and shall secure such permits and licenses as may be duly required by any such laws, ordinance's, or regulations as may be promulgated by Lessor. In addition, Lessee shall comply with all policies, rules, regulations, or ordinances of the County, which are currently, or may be hereinafter adopted relating to County owned property.

17.2 In the performance of this Lease, Lessee agrees to adhere to the regulations and requiremetns required by the Federal Government, attached hereto as Exhibit A and incorporated herein by reference.

SECTION EIGHTEEN
Surrender of Possession

18.1 Lessee shall quietly and peaceably vacate the Leased Premises and surrender possession to Lessor on or before the last day of the Lease, or on an earlier termination and forfeiture of the Lease, free of subtenancies, in good condition and repair. Lessee shall remove all property of every description in the Leased Premises that is not the property of Lessor on or before 12:00 a.m. (midnight) on the last day of the Lease.

SECTION NINETEEN
Default or Breach

19.1 Each of the following events shall constitute a default or breach of this Lease by Lessee:

- a. If Lessee or any successor or assignee of Lessee while in possession shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise or shall make an assignment for the benefit of creditors.
- b. If voluntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within Sixty (60) days after the institution or appointment.
- c. If Lessee shall fail to pay Lessor any rent, or additional rent required hereunder when such becomes due and shall not make the payment within ten (10) days after notice thereof by Lessor to Lessee.
- d. If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the nonperformance shall continue for a period of Fifteen (15) days after notice thereof

by Lessor to Lessee or, if the performance cannot be reasonably had within the fifteen (15) day period, Lessee shall not in good faith have commences performance within the Fifteen (15) day period and shall not diligently proceed to completion of performance. Whether lessee diligently proceeded shall be determined at the sole discretion of the Lessor.

- e. If the Lessee fails to maintain in full force and affect the insurance coverage required pursuant to Section Twenty (20) or fails to name Lessor as an additional insured on such insurance policies.
- f. If Lessee shall vacate or abandon the Leased Premises.
- g. If the Lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.
- h. If the Lessee fails to take possession of the Leased Premises on the term commencement date or within ten days after notice that the Leased Premises are available for occupancy, if the term commencement date is not fixed herein or shall be deferred as herein provided.

SECTION TWENTY

Effect of Default

20.1 In the event of any default hereunder, as set forth in Section Twenty (20) the rights or Lessor shall be as follows:

- a. Lessor shall have the right to cancel and terminate this Lease, as well as all of the rights, title, and interest of Lessee hereunder, by giving to Lessee not less than Fifteen (15) days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this Lease and the right, title, and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.
- b. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default to remain until the default has been corrected and remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.
- c. Lessor may re-enter the premises immediately and remove the property of Lessee, and store and dispose of the property in accordance with chapter 705, Florida Statutes.

d. Lessor shall have any other remedy available by law.

SECTION TWENTY-ONE
Entire Lease; Applicable to Successors

21.1 This Lease contains the entire agreement between the parties and cannot be changed except by written instruments subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

SECTION TWENTY-TWO
Applicable Law and Venue

22.1 This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal actions relating to this Lease shall be brought in the state courts in and for Okaloosa County, Florida.

SECTION TWENTY-THREE
Construction and Application of Terms

23.1 The section and paragraph headings in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of intent of any portion hereof. The parties have participated jointly in the negotiation and drafting of this Lease. In the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Lease. Both parties have had an opportunity to have their respective legal counselors review this Lease.

IN WITNESS, the parties hereto have executed these presents as of the day and year first above written.

(This area intentionally left blank.)

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

Carolyn N. Ketchel
CAROLYN N. KETCHEL, CHAIRMAN



ATTEST:

J.D. Peacock II
J.D. PEACOCK II
CLERK OF COURT



LESSEE'S NAME

Tom R. Garner

TOM GARNER
TOMMY MATTONIES POBOYS &
FLORIBBEN TACOS, INC.

ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgements in the COUNTY and STATE aforesaid, personally appeared INSERT NAME OF LESSEE'S SIGNOR who, under oath, deposes and says that he/she is authorized to execute contracts and lease agreements and that he/she executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 5th day of October, 2017.



Bonnie McLovich
NOTARY

My Commission Expires: _____

EXHIBIT A

Federal Requirements

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:

Compliance with Regulations: The Lessee(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.

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 Lessee 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.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subLessee supplier will be notified by the Lessee of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The Lessee 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 Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee 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.

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 Lessee under the contract until the Lessee complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Lessee 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 Lessee 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 Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Lessee 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 *Lessee* has full responsibility to monitor compliance to the referenced statute or regulation. The *Lessee* 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. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Lessee 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). Lessee 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 Lessee is not enrolled as a Federal Lessee in E-Verify at time of contract award, the Lessee shall-
 - a. Enroll. Enroll as a Federal Lessee 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 Lessee is enrolled as a Federal Lessee in E-Verify at time of contract award, the Lessee shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Lessee 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 Lessee in E-Verify, the Lessee 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 Lessee 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 Lessee 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 Lessee may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Lessee 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 Lessee 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 Lessee 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 Lessee 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.