

Attachment C- Additional Special Conditions with Saratoga Miss Softball

Advertising

1. Licensee has permission to place sponsor/advertising signs uniformly along the temporary outfield fence, the batting cage and backstop fences on the softball fields. No signs are to be attached to the perimeter fencing. Signs can be put up 5 days before opening day and must be taken down 5 days after the conclusion of the Fall Season. Licensee will be solely responsible for the maintenance, condition, and storage of the signs. Any change to the current sign or placement of the signs requires approval from the Department of Public Works prior to the installation. Signs that are not kept up to Park standards (hanging straight with all necessary attachments in the proper order and follow section 3 of this agreement) will be removed by DPW.
2. DPW reserves the right to refuse any and all banners, flyers or other marketing or promotional materials that are not in normal keeping with a family oriented facility in a public park, specifically including political advertisements.
3. The Licensee shall not be charged a fee for the rights to hang signs.
4. Licensee has permission to hang windscreens on the permit fences of the dugout, foul lines and outfield fences given the same Park standards are met.

Concession Stand

5. Licensee may fully operate the concession stand, provided it fully complies with all terms of this agreement.
6. DPW will open and close the park seasonally at no expense to the Licensee.
7. The Licensee will be responsible for the maintenance of the concession stand. Repairs and renovation to the premises is at the expense of the Licensee unless agreed upon by both parties. Any maintenance related concerns, damages to the premises, and/or facility repairs shall be brought to DPW's attention prior to addressing the issue unless deemed an emergency. In the event of an emergency the Licensee shall notify DPW as soon as applicable.
8. The Licensee is responsible for cost and maintenance of the fire extinguishers.
9. The Licensee shall not be charged a fee for the use of the concession stand.
10. Licensee agrees to obtain and keep in force all permits required by New York State Department of Health, and Licensee shall be responsible for any training of its managers or volunteers as may be required by the New York State Department of Health, all at Licensee's expense, and shall fully comply with all applicable rules, regulations and requirements of the New York State Department of Health. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427.
11. Licensee shall have the non exclusive right to sell hot and cold food, beverages and other sundry items from indoor concession stands as permitted by the Licensee's Department of Health Permit. The Licensee shall not sublease the concession stand.
12. The Recreation Department reserves the right to refuse any and all products or services which Licensee proposes to provide that are not in normal keeping with a family oriented facility in a public park.
13. Licensee shall remove all inventory of food and beverages at the termination of this agreement, and all perishable items at the end of each season.
14. Licensee's appliances and other significant items of personal property necessary for the conduct of its business shall be listed and emailed to the Recreation Department so that it may be maintained by the City for purposes of inventory.
15. Licensee shall be responsible for daily cleaning of the concession stand, including equipment and appliances, and property in the vicinity of the concession stands, and Licensee shall return the premises in the same condition as when first provided to Licensee, except for normal wear and tear.

16. Licensee agrees to comply with all applicable laws, rules and regulations of the City, state and federal government as they pertain to Licensee's operation of the concession stands.
17. The City shall provide electric, water, sewer and trash service necessary to operate the leased concession stand, without cost to Licensee. DPW will provide trash bags, free of charge, to the Licensee. Jointly the garbage bins shall be emptied and the trash shall be placed in front of the garage doors, located near the concession stand. DPW shall pick up the trash daily.
18. DPW will open, close and clean the adjacent restroom facilities during Park hours. DPW shall provided restroom supplies including cleaning and products accessible to the Licensee and jointly the bathrooms shall be inspected, stocked, and cleaned during the Licensee's use of the park.
19. DPW shall have access to the premises at any time for inspection, maintenance, repair, alteration or any other lawful purpose.
20. Except as provided herein, or as agreed upon by the parties, all improvements to the concession stand, including the installation of large appliances, shall be property of the City, and Licensee shall not install or locate any new equipment on the premises without the prior written approval of DPW.

Conditions of Use of the Park

21. The Licensee shall have the right to install temporary outfield fencing on the 4 softball fields. The Licensee is responsible for the installation and maintenance of the fence, the fence may be installed April to October, or the end of Fall ball. Additionally, the Licensee shall maintain (i.e., cut and trim) all areas within 8 feet from the installed fencing, while the fencing is up. The City reserves the right to have the Licensee remove the fence for Recreation Department needs including but not limited to programming and other rentals. The Recreation Department shall give the Licensee at least 48hrs notice to remove the fence.
22. The Licensee is granted permission to have two (2) storage sheds permanently on the premises. The Sheds shall not be moved from its location without prior written approval from DPW. The sheds are the sole responsibility of the Licensee and shall be maintained in a neat manor by the Licensee. Repairs and renovation to the sheds are at the expense of the Licensee.
23. The Licensee shall place all liners, pallets, and/or other equipment in the storage sheds. All items left unattended, not previously approved in writing by DPW, on the property shall be removed at the expense of the Licensee by DPW.
24. DPW is responsible for the irrigation system and infield dirt. The City will purchase the infield mix and do any repairs to the fields and irrigation system.
25. The Licensee is responsible for maintaining the scoreboard in good working order. In the event the scoreboard malfunction, the Licensee shall notify DPW. DPW shall coordinate any repairs. The cost of the repairs will be mutually agreed upon if needed.
26. The Licensee is responsible for maintaining the batting cages including the inside of the cage.
27. DPW shall fertilize the park and the Licensee shall be required to comply with the dates selected by the City. The Recreation Department shall provide advance notice. In event of weather related changes to the schedule, the Recreation Department shall notify the Licensee of the new date as soon as possible.

The City and the Licensee hereby agree to the above listed special conditions of use and maintenance.

DESIGNATED AGENTS:

Department of Public Works: _____ **Date:** _____

The Licensee: _____ **Date:** _____



REVOCABLE LICENSE FOR USE OF CITY OF SARATOGA SPRINGS FIELDS

Instructions: Contact the Recreation Department for available facilities and dates. Complete and sign this form and submit the following to the Recreation Department.

- Provide Proof of Residency
- Submit schedule request in writing (see section 2 for details)
- Provide Certificate of Insurance (see section 15 for details)
- Make check payable to "Commissioner of Finance" (see section 11 and attachment A for details)

This License Agreement, dated the _____ day of _____, 2020~~2021~~, is entered into between the City of Saratoga Springs, 474 Broadway, Saratoga Springs, New York, 12866 (hereinafter "City") and _____ (along with any member of Licensee's group, members, officers, agents, employees, or any guest, collectively, hereinafter "Licensee"), who hereby agree as follows:

Licensee Organization/Group Name: _____

Address: _____

Primary Contact: _____ **Title:** _____

Primary Number: _____ **E-Mail:** _____

Proof Residency: Is the Licensee or Organization in the City of Saratoga Springs: YES NO
Is the Licensee or Organization in the Saratoga School District: YES NO

This Revocable License Agreement shall not grant to the Licensee the exclusive use of the City property. The provisions of sections 14 and 15, regarding indemnification and insurance, shall survive the termination of this Revocable License Agreement. Licensee may not assign this Revocable License Agreement or its right, title, or interest thereto without the prior written consent of the City. No modification or amendment of this Revocable License Agreement shall be valid unless in writing and signed by the City. In entering into this Revocable License Agreement Licensee acknowledges and agrees that nothing herein shall be construed as creating any right or ownership interests in the City property. This Revocable License Agreement shall solely constitute permission to Licensee to gain access to the City property at the times and for the purposes set forth herein.

- CONDITIONS OF USE:** It is understood that the primary contact has the authority to sign the license agreement on behalf of the Licensee organization/group listed above. It is understood the licensee will abide by all policies and rules of the City of Saratoga Springs, Saratoga Springs Recreation Department, and NY State Department of Health and they shall be liable for all damages from the activities. A designated representative from your organization shall be responsible for checking the facilities to be utilized for your day or evening event for any physical plant deficiency. Should a deficiency exist, your organization must notify a City Recreation Representative in writing of the deficiency and the City will remedy the issue accordingly in a timely fashion.
- SCHEDULE REQUEST:** Additional information such as schedules must be in writing to the Recreation Department. Only those individuals listed below are allowed to request changes to schedules on behalf of the licensee. Schedules must include start and end time. The Licensee must provide a representative on-site during the entire event who shall be responsible for each activity scheduled. In the event an incident occurs it is the Licensee's responsibility to IMMEDIATELY notify the Recreation Department.

Purpose and full description of Use: _____

Select all FIELDS requesting: Recreation Center North Side Rec East Side Rec West Side Rec
 Veterans Memorial Park (Geyser) other site (specify) _____

Primary Contact: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Scheduler: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Billing: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

List below or attach your requested dates and hours and preferred fields. Specify tournaments, games, practices if possible:

3. **CANCELLATIONS:** Licensee is required to provide ~~fourteen (14)~~~~ten (10)~~ business days notice of any cancellation, otherwise time shall be billed at the regular rate. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Licensee of any provision of this Agreement. The City shall decide whether or not the field is playable in inclement weather and will notify the licensee via email of such closure. Failure to honor any field closure is subject to a revoking of the Licensee's field usage and removal from the premises. It is the responsibility of the Licensee to contact the Recreation Department to see whether the facility will be open. The Recreation Department does not follow the school closings. Licensee shall notify the Recreation Department within 48 hrs of any cancellation due to inclement weather.
4. **TIMES AND DATES:** Licensee shall finish at or before their scheduled time. This includes removing all supplies, personal property and equipment from the fields. If times are not specified, a game or practice slot for baseball on a large field will be considered 2 ½ hours and all other field rentals will be booked for 2 hours. If you need a longer time slot, a request in writing must be submitted. If a game runs longer than 2 ½ hours from its scheduled start time, a team will stop the game/practice at its scheduled end time.
5. **VENDOR AND CONCESSIONS SALES:** Licensee shall not vend, or allow vendors, to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the premises without first having obtained the prior written permission of City and obtained permits as necessary. If approved and the Licensee will be providing food or operating a concession stand or any concession, the Licensee must obtain a New York State Department of Health Permit. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427. Original permits must be posted conspicuously during operation and a copy must be provided to the Department.
6. **MARKETING:** The City may promote through flyers, social media, website, email, and other forms of marketing outlets the Licensee's programs and organizations with information provided by the Licensee. Nothing shall be attached to, or hung from, the interior or exterior of any building or fencing without prior written approval of the Department of Public Works.
7. **ALCOHOLIC BEVERGES AND TOBACCO:** No alcoholic beverages are allowed on City or School property. All recreation facilities and grounds are tobacco free sites. Violation of these conditions shall be cause for immediate revocation of this License Agreement. If any Licensee member or guest is found to be consuming alcoholic beverages and/or using tobacco in the dugouts and/or on the premises the Recreation Department has the right to suspend use of the facility by Licensee.
8. **PROPERTY DAMAGE AND CLEANLINESS:** The licensee is responsible for leaving the fields and dugouts in a reasonably tidy condition. The licensee renting the field shall be responsible for all damages caused to the building, grounds, and equipment belonging to the City. The said damages are to be repaired or paid for to the full satisfaction of the City. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this agreement. A maintenance fee may apply if rental requires excessive clean up.
9. **PARKING AND VEHICLE ACCESS:** Parking and/or driving on the fields, tracks, or inside the park area is strictly prohibited. All equipment, supplies, and deliveries shall be carried into the park. Licensee requesting vehicle access must do so by contacting the Department of Public Works 1 day in advance. If the Licensee or a licensee representative violates this policy, the Licensee shall receive a warning for the 1st offense, a \$50 fee for the 2nd offense, and repeated violations may result in the termination of this agreement or additional fees.
10. **MAINTENANCE:** The City shall maintain the fields throughout the season as weather and use allows. During the Licensee's regular and playoff season, the City shall prepare and line the fields for the games. The City only lines fields Monday through Friday. If consecutive games will be played on the same field, then the City shall only line the field for the first game of the day. If the Licensee desires to have a field lined on a weekend and/or outside the normal regular and playoff season, the Licensee shall submit the request a minimum of 3 days prior to the event for the Department of Public Work's approval. If the request is not granted the Licensee is responsible for the lining and prepping of the field. The City shall mow and weck whak the fields one (1) time per week throughout the season as weather and use allows. The licensee shall be responsible for preparing of fields such as raking and lining of infields and painting of atheletic lines. The Lincesee shall be responsible for providing the following approved products to perform said responsibility; field atheletic paint and chalk and game saver. No other products should be used without prior permission from the Department of Public Works.
11. **PAYMENTS AND RATES:** Fees are determined by the City Council annually and are to be paid under the terms and conditions set forth by the Recreation Department. The Licensee must make a \$250 or at least a 10% deposit prior to their first scheduled time. Please note that nonpayment of any fee, cost or change shall result in the immediate termination of this agreement. New Licensees must make their initial payment prior to their first schedule time. The City will forward an itemized invoice to the Licensee each month upon approval of scheduled activity for payment and is payable thirty (30) days thereafter unless otherwise specified in this agreement or specified in the Recreation Department fee schedule. Should payment not be received within thirty (30) days, without special provision being made between the City and licensee, all activities in and around the recreation facilities will cease by licensee, until said invoice is paid in full. Checks should be made payable to Commissioner of Finance and sent to: Recreation Department, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866. See **Attachment A** Recreation Department Fees for a list of all field fees.

12. **COMPLIANCE WITH FEDERAL AND STATE REGULATIONS:** The Licensee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in **Attachment B** of this Agreement.

13. **NYS DOL SEXUAL HARASSMENT REGULATORY REQUIREMENTS:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns, and non-employees in our workplace, regardless of immigration status.

14. **INDEMNIFICATION:** The Licensee assumes all risks in the performance of all its activities authorized by this Agreement. Licensee shall reimburse the City for any and all damage or injury to any real or personal property of the City that may arise, directly or indirectly, from the negligence, acts, or omissions of the Licensee. The Licensee hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Licensee shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Licensee, its contractors, subcontractors, agents, or employees. The Licensee's responsibility under this section shall not be limited to the required or available insurance coverage.

15. **INSURANCE:** It is understood the Licensee has notified the City of Saratoga Springs and the Licensee's insurance carrier of all activities that will take place during the Licensee's event. The Licensee shall provide the city with a certificate of insurance which states the insurance covers all the events, participants, spectators, coaches, and any other individual attending for the specific purpose or the tournament and activities as outlined in this agreement.

Licensee shall provide a Certificate of Insurance naming the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent evidencing Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence Two Million Dollars (\$2,000,000) aggregate including completed products and operations and personal injury liability insurance and One Million Dollars (\$1,000,000) Excess Insurance or the equivalent thereof upon execution of this agreement.

The Certificate naming the City of Saratoga Springs as Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent shall be addressed to the attention of:

Recreation Department, City of Saratoga Springs, 15 Vanderbilt Ave, Saratoga Springs, NY 12866.

The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City.

Licensee requesting the use of East Side or West Side Recreation Park must also provide a Certificate of Insurance naming the Saratoga Springs School District as an Additional Insured that meets the same requirements as described above. The Certificate naming the Saratoga Springs School District as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent should be addressed to the attention of:

Business Manager, Saratoga Springs School District, Three Blue Streak Boulevard, Saratoga Springs, NY 12866.

16. **SPECIAL CONDITIONS:** All posted Park Rules are to be followed by the licensee. Failure to follow the posted rules or the special conditions listed below may result in termination of this agreement and suspension of field rental.

- a. No domestic animals or pets shall be permitted on City grounds. Service animals are allowed.
- b. Licensee shall not make or permit any disturbing noises on the premises. Licensee shall not interfere with the rights, comfort, or convenience of other licensees. This includes the use of a public address announcer.
- c. Medical staff and Emergency First Aid Treatment are NOT provided by the City.
- d. Licensor reserves the right to reschedule field time any time in the event of tournaments, games, special events, and/or for the benefit of the public. If Licensee for any reason refuses to accept such rescheduling, all monies paid by Licensee shall be refunded.
- e. Licensee shall be responsible for purchase of sport activity equipment.

17. **ADDITIONAL SPECIFIC CONDITIONS:** The City recognizes the importance of recreational level youth sports in its community and therefore has developed additional conditions for specific licensees to ensure efficient utilization of City facilities and the success of the leagues providing this level of activity. Therefore **Attachment C** outlines additional specific conditions relevant to the activity of the licensee. In consultation with each other, the Recreation Department and DPW may impose additional conditions and where it shall be mutually agreed to by the Licensee.

18. **CONTACTS:** The Licensee shall use the contacts below.

- a. **Program scheduling and information:** Recreation Department
 - i. Doug June recreservations@saratoga-springs.org 518-587-3550 x 2300
 - ii. John Hirliman john.hirliman@saratoga-springs.org 518-587-3550 x 2306
- b. **All requests for significant field/facility improvements or changes and complaints:**
DPW Deputy Joe O'Neill joe.oneill@saratoga-springs.org 518-410-6798

c. **Minor on-site requests:**

DPW Crew Supervisor Gary Benincasa gary.benincasa@saratoga-springs.org 518-365-8890

NOTE: Reasonable requests will be resolved, if left unresolved please contact the DPW Deputy.

d. **After Hours- after 5pm M-F, Weekends, and Holidays:**

- i. Gary Benincasa 518-365-8890
- ii. Joe O'Neill 518-410-6798
- iii. John Hirliman 315-529-3405
- iv. Rec Department Recreservations@saratoga-springs.org

19. **COVID- 19:** The Licensee shall be responsible, in addition to adhering to the specifics defined within this agreement, to conduct activities in accordance with the rules, guidelines, procedures, and policies set by the CDC and State of New York in regards to the COVID-19 pandemic. The Licneseee is responsible to regularly review CDC and the State of New York guidelines and adhere to any changes provided by either the CDC and State of New York.

20. **MUSIC:** The City does not provide CD players or music. Licensee is solely responsible for security and storage. Licensee hereby warrants that it owns or has permission to use any copyrighted music and agrees to defend, indemnify and hold City and its Agents and Employees harmless against any and all claims, losses, damages or liabilities, including reasonable legal or other expenses incurred in connection with the defense of any actions, relating to the infringement or alleged infringement of copyright.

This Revocable License Agreement can be revoked by the City for any violation of its terms and/or conditions hereof by Licensee in which event Licensee shall vacate the City premises within one (1) hour upon receipt of verbal or written notice of such termination.

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by "Licensee". The Licensee agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract. The City and the Licensee hereby irrevocably consents to the personal and subject matter jurisdiction of the federal and state courts of the State of New York.

DESIGNATED AGENTS:

OF LICENSOR: Mayor: _____ **Date:** _____

OF LICENSEE: Licensee Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

TO BE COMPLETED BY CITY PERSONNEL

Insurance Attached: ___ YES ___ NO

Schedule Included: ___ YES ___ NO

Deposit: ___ YES ___ NO

If yes: Amount _____ Check # _____ (write cash if paid in Cash) Batch # _____

Fee Charged: _____

Recreation Department Personnel: Signature: _____ Date: _____

Attachment A- Recreation Department Fees

RECREATION DEPARTMENT FEES - [20202021](#): Field User Agreement Fees

Field/Facilities in this Rate Fee Include

East Side, West Side, South Side, Willard J. Grande Memorial (North Side) Fields, Veteran's Memorial Park (Geysers)

All practice and game schedules must be submitted to the recreation department prior to using any field/facility

DESCRIPTION	FEES
<u>Field Use Fee</u>	
City User Group: <i>Games will be scheduled either in 2hr blocks or 2 1/2 hour blocks unless organizations arrange otherwise with Rec Dept. in writing. Youth Groups under 18 years of age are not charged for practices unless lining and/or set up is needed</i>	\$ 22.00
Non City User Group:	\$ 27.00
<u>Saratoga/Wilton Youth Baseball & Saratoga Springs Miss Softball & Little League</u>	
Hourly Game Fee Rate:	\$ 12.00
<u>Public and private schools inside the Saratoga Springs City School District</u>	
Hourly Game Fee Rate: <i>No charge for Saratoga Springs City School District on East and West Side Rec per City and School Agreement</i>	\$ 17.00
<u>Saratoga Springs Pop Warner</u>	
Hourly Game Fee Rate:	\$ 22.00
Hourly Practice Fee Rate: Includes tee ball lights	\$ 12.00
<u>Additional Fees</u>	
Light Fee per game/practice	\$ 50.00
Port-A-John Tournament Fee-min. one per site required	\$ Varies
Surcharge Fee added if Organizations do not Clean up after games/practices	\$ 50.00
Parking Violation Fee:	\$ 50.00+
<u>Field Rental Fees for Camp Programs</u>	
For Profit Organizations for five weekdays fee	\$ 325.00
Not-For-Profit Organizations for five weekdays fee	\$ 200.00
<u>Other Fields</u>	
Depending on the program request, other field locations will be charged an appropriate rate	\$ Varies
<u>Payment Schedule</u>	
Initial Fee shall be paid with signed user agreement before a schedule is accepted.	
New groups shall pay in full prior to use.	
Returning User groups will be billed any balances at the end of each month.	
It is the responsibility of the Rental groups to review all invoices and within 30 days report any discrepancies to the Recreation Department.	
Groups that do not make payment promptly will be billed and payments will be due all up front before the season begins until they are deemed in good standing.	
Additional fees must be pre-paid before field/facility usage	
Returned Check Fee	\$ 25.00
Late Payment Fees Each month for payment received more than 30 days after billing date	\$ 25.00

Attachment B- Compliance with Federal and State Regulations

City of Saratoga Springs, New York

During the performance of this contract, the Consultant, Vendor and/or Service Provider, 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:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, 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 Acts and the Regulations, 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 Acts and the Regulations relative to Non-discrimination 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 Recipient to be pertinent to ascertain compliance with such Acts, Regulations, 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 Recipient, 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 Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it 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 Recipient 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 Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Attachment B- Continued - Compliance with Federal and State Regulations

Pertinent Non-Discrimination Authorities:

- 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); and 49 CFR Part 21.
- 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);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- 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 § 4 71, 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, 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 C.P.R. 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 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.*).

Attachment C – Additional Special Conditions

LEFT BLANK INTENTIONALLY