

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

License No.

HSC689-13-6-0040

1. **Licensor:** The United States of America (Licensor), by the Commandant of the Coast Guard, acting under authority of 14 U.S.C. 93(a)(14), grants to the Licensee, a revocable license affecting the real property described for the purposes shown, subject to all conditions, special and general, set forth.

2. **Licensee:**

County of Monterey
1322 Natividad Road
Salinas, California 93906

3. **Contacts:** Beverly Freitas is the Real Property Specialist and may be contacted at 510-637-5527, or e-mail: Beverly.j.freitas@uscg.mil. The mailing address is: Commander, SII.C, Product Line Division, Portfolio Management Branch, 1301 Clay Street, Suite 700N, Oakland, CA 94612-5203. A Warranted Coast Guard Real Property Specialist is the only person authorized to execute this license or any subsequent changes to this license. Ms. DeAnna Hilbrants is the Licensee Representative and may be contacted at 831-796-8883. Licensee shall coordinate its use of the site with the Coast Guard Local Representative.

4. **Location of Licensed Premises:** Coast Guard Tower located at the Point Sur Lighthouse, Pfeiffer Big Sur State Park, as shown on Exhibit "A", attached hereto and made a part hereof.

5. **Maximum Period Covered**

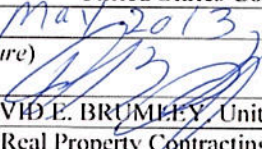
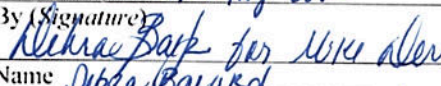
From May 3, 2013	To April 30, 2018
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6. **Purpose:** The purpose of this license is for non-exclusive use of the Coast Guard Tower located at the Point Sur Lighthouse for the installation of two antennas and one microwave dish. This installation will upgrade the regional public safety wireless communication system used by various agencies in the area to support critical communications of first responders to emergency calls. The Licensee, its officers, employees, contractors, agents, guests and participants in its activities may only use the facilities for the license purpose. Licensee shall provide Licensor a listing of Licensee's officers, employees, contractors and agents who shall have access to the facility.

7. **General Conditions:** This License shall be in effect for the period stated in Item 5 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative. Upon revocation, expiration, or surrender of this license, the Licensee shall, to the extent directed by the Licensor, remove all alterations, additions, betterments, or improvements made or installed, and restore the Premises, subject to reasonable wear and tear, to the same or in as good a condition as existed on the effective date of this license. Special Conditions are attached to this license as Exhibit "B".

8. **Rental:** Rent fees for this license have been waived.

9. **By the acceptance of this license, Licensee agrees to abide by and be bound for itself, its officers, employees, contractors, agents, guests and participants by the following General Provisions.**

United States Coast Guard		Licensee	
Date: <i>9 May 2013</i>		Date Accepted: <i>14 May 2013</i>	
By (Signature): 		By (Signature): 	
Name: DAVID E. BRUMLEY, United States Coast Guard		Name: <i>Debra Bayard</i>	
Title: Real Property Contracting Officer		Title: <i>Contracts / Purchasing Supervisor</i>	

If Licensee is other than an individual, the following must also be signed

I certify that I am an officer or managing member of the entity named in Paragraph 2; that the person who signed this license on behalf of the Licensee was duly authorized by the Licensee's governing body to sign on behalf of the Licensee.

Date:

By (Signature)

Name

Title

GENERAL AND SPECIAL CONDITIONS

1. **Access.** The use, operation, and occupation of the Premises are subject to the general supervision and control of the Licensor's Installation Commander or his duly authorized representative. In accepting the rights, privileges, and obligations established hereunder, Licensee recognizes that Licensor will not permit the Licensee to interfere with the Installation's military mission. Access to the Installation is subject to the control of the Installation's Commanding Officer and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Homeland Security, the Commandant of the Coast Guard or by any designated military Commander or representative. Any access granted to Licensee, its officers, employees, contractors of any tier, agents, and invitees is subject to such regulations and orders. This License is subject to all regulations and orders currently promulgated or which may be promulgated by lawful authority, as well as all other conditions contained in this License. Violation of any such regulations, orders, or conditions may result in the termination of this License. Such regulations and orders may, by way of example and not by way of limitations, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances of those persons entering. Licensee is responsible for the actions of its officers, employees, contractors, of any tier, agents, and invitees while on the Installation and acting under this License. In the event all or any portion of the Premises shall be needed by the United States or in the event the presence of Licensee's property shall be considered detrimental to governmental activities, Licensee shall, at Licensee's expense, upon written notice to do so, and as often as so notified, remove or relocate its property to such other acceptable location or locations on the Premises, as may be designated by said Licensor. In the event Licensee's property shall not be removed or relocated within thirty (30) days after any aforesaid written notice, the Licensor may cause the same to be done at the expense of the Licensee.
2. **Condition of Premises.** Licensee has inspected the Premises. The Premises are granted in an "as is, where is" condition without any warranty, representation, or obligation on the part of Licensor to make any alterations, repairs, or corrections to defects whether patent or latent.
3. **Historic Preservation.** Licensee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such times are discovered on the Premises, Licensee shall cease its activities at the site and immediately notify said Licensor and protect the site and the material from further disturbance until said Licensor gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Licensee.
4. **Protection of Premises.** Licensor shall require Licensee, at all times, to protect, repair, and maintain the Premises in good order and condition at its own expense and without costs or expense to Licensor. Licensee shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft, weather, environmental contamination or other causes related to Licensee's activities. Any property on the Premises damaged or destroyed by Licensee incident to the exercise of the rights and privileges herein granted shall be promptly repaired or replaced by Licensee to the satisfaction of said Licensor.
5. **Environmental Compliance.** In its activities under this License, Licensee shall comply with all applicable environmental requirements and in particular those requirements concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste. Responsibility for compliance with such requirements rests exclusively with Licensee, including liability for any fines, penalties, or other similar enforcement costs.
6. **Architectural Barriers Act Responsibilities.** The Licensee hereby accepts any and all responsibilities the Licensor may have under any applicable laws regarding accessibility of licensed Premises.
7. **Alteration of Premises.** No additions to or alterations of the Premises shall be made without the prior written approval of said Licensor.
8. **Coast Guard Property.** Any interference with the use of or damage to any real or personal property under control of the Coast Guard, incident to this exercise of the rights and privileges herein granted shall be promptly corrected by Licensee to the satisfaction of said Licensor. If Licensee fails to promptly repair or replace any such property after being notified in writing to do so by said Licensor, said Licensor may repair or replace such property and Licensee shall be liable for the costs of such repair or replacement.
9. **Termination.** This License may be terminated at will by the Licensor and such termination shall not create any liability on the part of the Licensor for Licensee's costs, anticipated profits or fees, and costs of construction, installation, maintenance, upgrade, and removal of facilities. Any other costs, profits, or fees, and any such costs and anticipated profits or fees will not be recoverable from Licensor. Unless otherwise agreed in writing by the Parties, the Licensee agrees to fully restore the Premises to its original condition prior to the License, within 30 days of termination, and the obligations of Licensee, including those regarding remediation of environmental damage and removal of any structures, facilities, and equipment installed by Licensee, shall remain in effect after the termination of this License, until restoration has been completed to the satisfaction of the Licensor.
10. **Restoration of Premises.** On or before the date of expiration of this License or its termination by the Licensor, Licensee shall vacate the Premises, remove its property therefrom, and restore the Premises to its original condition without expense to the Licensor. Such restoration shall include, if applicable, removal of contamination caused by Licensee.
11. **Costs of Services.** The Licensee's use of the Premises and its property on the Premises requires Licensee to be responsible for all costs, including utilities. The Coast Guard may consent to provide utilities to Licensee on a reimbursable basis.
12. **Safety and Hazardous Waste Disposal.** Licensee, at its expense, shall comply with all applicable laws on occupational safety and health, the handling and storage of hazardous materials, and the proper handling and disposal of hazardous wastes and hazardous substances generated by its activities. Responsibility for the costs of proper handling and disposal of hazardous wastes and hazardous substances discovered on the Premises is governed by applicable law. The terms hazardous materials, hazardous wastes, and hazardous substances are as defined in the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Solid Waste Disposal Act, the Clean Air Act, and the Toxic Substances Control Act and their implementing regulations, as they have been or may be amended from time to time.
13. **Transfer, Assignment, Leasing or Disposal.** Licensee shall not transfer, permit, license, assign, lease, or dispose of in any way, including, but not limited to, voluntary or involuntary sale, merger, consolidation, receivership, or other means, this License or any interest

therein or any property on the Premises, or otherwise create any interest therein.

14. **Liens and Mortgages.** Licensee shall not engage in any financing or other transaction creating any mortgage upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance, or suffer any levy or attachment to be made on Licensee's interest in the Premises under this License. On the date of the execution or filing of record of any such mortgage, encumbrance, or lien, regardless of whether or when it is foreclosed or otherwise enforced, this License shall terminate without further action by Licensor.

15. **Other Grants of Access.** This License is subject to all outstanding easements, rights-of-way, leases, permits, licenses, and uses for any purpose with respect to the Premises. Licensor shall have the right to grant additional easements, rights-of-way, leases, permits, and licenses, and make additional uses with respect to the Premises without regard to this License.

16. **Compliance with Laws.** Licensee shall comply with all applicable Federal, state, interstate, and local laws, regulations, and requirements. This may include the need for Licensee to obtain permits to engage in its activity. Licensor is not responsible for obtaining permits for Licensee.

17. **Disputes.** Except as otherwise provided for in this license, any dispute concerning a question of fact arising under this license which is not disposed of by agreement shall be decided by the Commander, SILC, Product Line Division, Portfolio Management Branch who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Licensee. The decision of the Commander, SILC, Product Line Division, Portfolio Management Branch shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Licensee mails or otherwise furnishes to the Commander, SILC, Product Line Division, Portfolio Management Branch a written appeal. The decision of the Commander, SILC, Product Line Division, Portfolio Management Branch or his authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this license as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged provided, however, that such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Licensee will proceed diligently with the performance of the license and in accordance with the decision of the Commander, SILC, Product Line Division, Portfolio Management Branch. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in these paragraphs. Nothing in this license, however, shall be construed as making final the decision of any administrative official, representative or board on a question of law.

18. **Solicitations:** Licensee, its officers, employees, contractors, agents and guests, and the participants in its activities may not engage in any activities while on the installation that involve the solicitation of funds for private or commercial interests, including fund raising for nonprofit organizations and causes.

19. **Availability of Funds.** The obligations of Licensor under this License shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this License.

20. **Amendments.** This License may only be modified or amended by the written agreement of the Parties, duly signed by their authorized representatives.

21. **Liability.** Licensor shall not be responsible for damage to property

or injuries to persons which may arise from or be attributable or incident to, the condition or state of repair of the Premises, due to its use and occupation by Licensee. Licensee agrees that it assumes all risks of loss or damage to property and injury or death to persons, whether to its officers, employees, contractors or any tier, agents, invitees, or others by reason of or incident to Licensee's use of the Premises, and its activities conducted under this License. Licensee shall, at its expense, pay any settlements of or judgments on claims arising out of its use of the Premises. Licensee shall indemnify and hold Licensor harmless against any and all judgments, expenses, and taxes, liabilities, claims, and charges of whatever kind or nature that may arise as a result of the activities of Licensee, whether tortious, contractual, or other, except to the extent such claim or charges is cognizable under the Federal Tort Claims Act.

22. **Insurance.** During the entire period this License shall be in effect, the Licensee, at no expense to the Licensor, shall carry and maintain and require its contractors of any tier performing work on the Premises to carry and maintain the following insurances and provide a copy of the effective certificate of insurance to Licensor:

22.1. Comprehensive general liability insurance on an "occurrence basis" against claims for "personal injury," including without limitation, bodily injury, death, or property damage, occurring upon, in, or about the Premises including any buildings thereon and adjoining sidewalks, streets, and passageways, such insurance to afford immediate minimum protection at all times during the term of this License, with limits of liability in amounts approved from time to time by Licensor, but not less than ONE MILLION DOLLARS (\$1,000,000) in the event of bodily injury and death to any one or more persons in one accident, and not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for property damage. Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of Licensee by an invitee or any other person or organization, or involving any owned, non-owned, or hired automotive equipment in connection with Licensee's activities.

23. If and to the extent required by law, workers' compensation and employer's liability or similar insurance in form and amounts required by law.

24. All policies of insurance which this License requires Licensee to carry and maintain or cause to be carried or maintained pursuant to this Section shall be affected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this License, issued by insurers of recognized responsibility. All such policies of insurance shall be for the mutual benefit of Licensor and Licensee. Each such policy shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Licensee or Licensor or any other person; provided that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by Licensor of written notice thereof; provided that the insurer shall have no right of subrogation against Licensor; and be reasonably satisfactory to Licensor in all other respects. In no circumstances will Licensee be entitled to assign to any third party rights of action which Licensee may have against Licensor. The foregoing notwithstanding, any cancellation of insurance coverage based on nonpayment of the premium shall be effective after fifteen (15) days written notice to Licensor. Licensee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by Licensee under this Section will constitute a failure to comply with the terms of the License. Licensee shall deliver or cause to be delivered upon execution of this License, and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this paragraph, to Licensor a certificate of insurance

evidencing the insurance required by this License.

24. Notices. All correspondence to be sent and notices to be given pursuant to this License shall be addressed, as set forth in section 3, and in writing, or as may from time to time otherwise be directed by the Parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited, postage prepaid, and postmarked in a post office regularly maintained by the United States Postal Service.

25. Entire Agreement. It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by the Licensee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein.

25.1. Section and Paragraph Headings. The headings contained in this License, its Attachments, and Exhibits are to facilitate reference only and shall not in any way affect the construction or interpretation hereof.

26. Interference. The equipment, property, or fixtures installed and operated by Licensee pursuant to this License shall not in any way interfere with: (1) operation of equipment under the control of the Licensor, (2) navigational aids or equipment, or (3) property authorized, installed, and operated equipment of others in the vicinity. The equipment, property, or fixtures installed and operated by Licensee pursuant to this License shall not in any way pose any hazard to life, health, or safety. Licensee shall at no time permit or allow: (1) any interference with the Licensor's operations or access rights, (2) access to any Licensor equipment or facilities, including but not limited to, aids to navigation or radio beacons, (3) the removal of any Licensor property from the site, (4) any activities while on the installation that involve the solicitation of funds for private or commercial interests, including fund raising for nonprofit organizations and causes, and (5) any controlled substances to be brought onto, possessed, used, solicited, transferred, or sold on the installation, nor any alcoholic beverages to be brought on to the installation.

27. Nondiscrimination. The Licensee agrees that no person will be discriminated against in connection with the use made by the Licensee of the property on the grounds of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the Licensee in that any activity, program or use made of the property by the Licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of GSA (41 CFR Subpart 101-6.2). The Licensee will obtain from each person or firm, who through contractual or other arrangements with the Licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the Licensee by law and will furnish a copy of such agreement to the licensor. The breach by the Licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.

28. Indemnification. Licensee shall indemnify and hold harmless the United States, the Coast Guard, its officers, agents, servants and employees, from all liability they may be liable for any tortious acts, under the Federal Tort Claims Act, as amended (28 USC 1671), any applicable environmental law or regulation, or other laws, including the death or injury of any persons, or loss or damage to the property of any persons resulting from the use of the Licensed property by the Licensee. Licensee shall indemnify and hold harmless the Licensor against all actions, claims, demands, liabilities and damages that may in any

manner be imposed on or incurred by Licensor as a result of any act, default, or omission of the Licensee, its officers, employees, contractors, agents, or guests or the participants in its activities in connection with the Licensee's use of the facility or for any injuries sustained by any individual who has come on the facility as a result of the Licensee's use of the facility and may be injured in the course of participating in an inherently hazardous activity, an athletic activity, or another recreational activity while on the installation, whether or not the activity is a sanctioned part of the Licensee's use of the facility. The Licensee further agrees to indemnify and hold the Licensor harmless for any public or private environmental claims or liabilities arising from use of the described premises or facilities pursuant to this License.

29. Title VI. The Licensee has executed the Standard Department of Homeland Security Title VI Assurances, Exhibit "C". The Licensee accepts the provisions of the Assurances as part of the terms, conditions, and covenants of this License. In the event of breach of any of the terms, conditions, and covenants of the Standard Department of Homeland Security Title VI Assurances, the United States shall have the right to terminate the License and reenter and repossess said property and the government facilities thereon, and hold same as if said License had never been made or issued.

30. Officials Not to Benefit. No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this License or any benefit to arise there from, but this provision shall not be construed to extend to this License if made with a corporation whose membership, includes a member or delegate to Congress or Resident Commissioner, who indirectly receives a general benefit from this License.

31. Covenant Against Contingent Fees. The Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the Licensor shall have the right to annul this License without liability or in its discretion recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration if any, herein set forth.

Vicinity Map

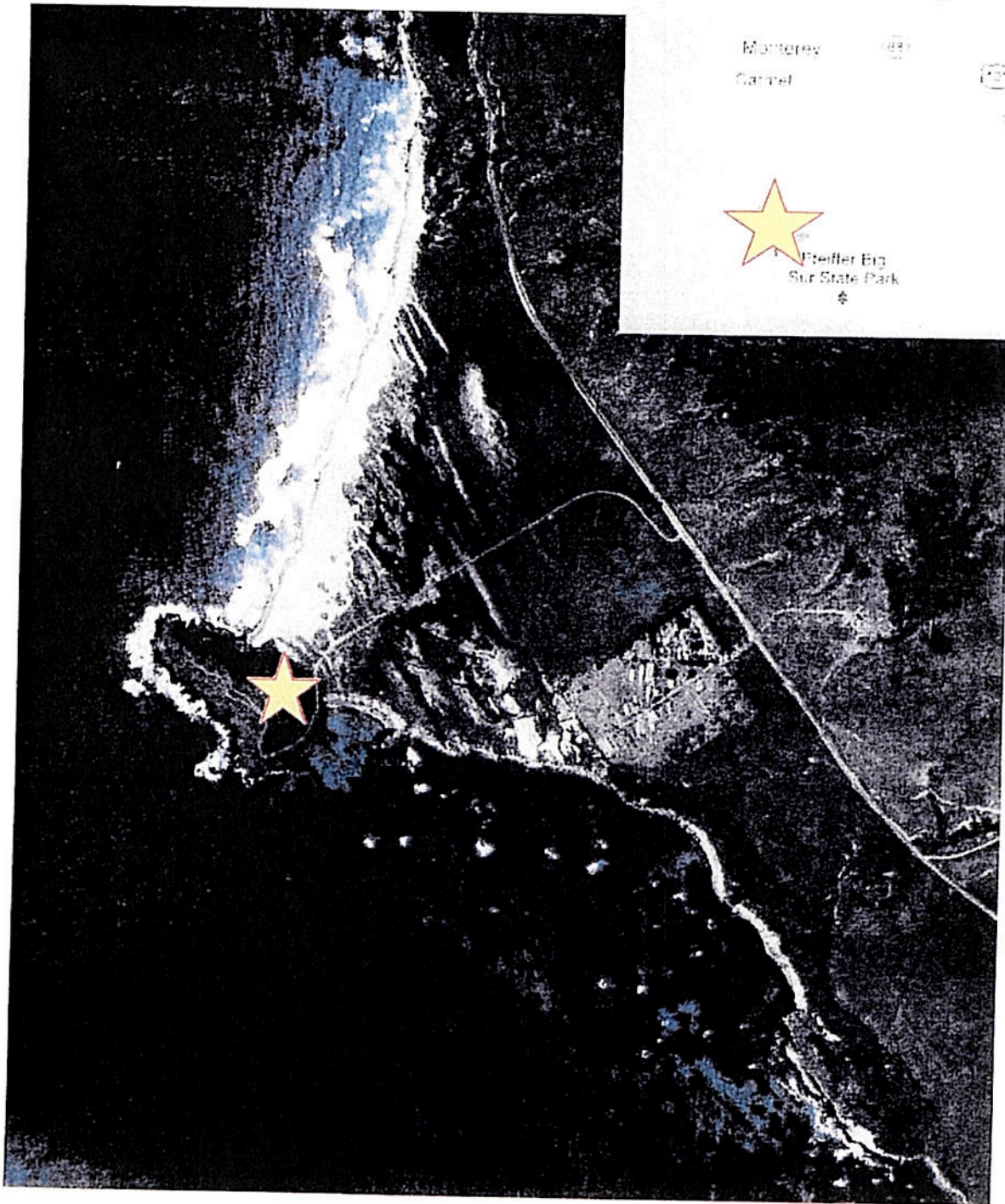


EXHIBIT ("A")

SPECIAL CONDITIONS**EXHIBIT "B"**

1. Licensee is not authorized under this license to install any equipment/antennas on the Coast Guard Tower until a Structural Analysis has been completed and submitted to the Coast Guard. The analysis will be renewed and a determination will be made as to the future installation of any equipment/antennas on the Tower.
2. Licensee is authorized to hook up its equipment and temporary install the antennas onsite, but not on the Tower.
3. This license will be amended when use of the Tower is approved.

EXHIBIT "C"

STANDARD DHS TITLE VI ASSURANCE

COUNTY OF MONTEREY, (Recipient) agrees that, as a condition to receiving any federal financial assistance from the Department of Homeland Security, it will comply with Title VI of the Civil Rights Act of 1964, 78 Statue 252, 42 USC §2000d - 42 USC §2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 6, Code of Federal Regulations, Department of Homeland Security, Subtitle 1, Office of the Secretary, Part 21, Nondiscrimination on the basis of race, color, or national origin in programs or activities receiving Federal financial assistance from the Department of Homeland Security, which effectuate Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Homeland Security, including the United States Coast Guard, and **HEREBY GIVES ASSURANCE THAT** it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations. More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its License.

1. That the Recipient agrees that each "program" and each "facility" as defined in the Regulations, will be (with regard to a program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with this License and, in adapted form in all proposals for negotiated agreements:

COUNTY OF MONTEREY, in accordance with Title VI of the Civil Rights Act of 1964, 78 Statue 252, 42 USC §2000d to 2000d-4 and Title 6, Code of Federal Regulations, Department of Homeland Security, Subtitle 1, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Homeland Security issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, this assurance shall extend to the entire facility and facilities operated in connection therewith.
5. That where the Recipient receives federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
6. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods:

EXHIBIT "C"

- a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b) the period during which the Recipient retains ownership or possession of the property.
7. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Homeland Security or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
8. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contract, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Homeland Security under the License and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the License.

The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

COUNTY OF MONTEREY

By: Alfred Payne for Mike Deu

5/14/13
Date

EXHIBIT "C"

APPENDIX A

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 shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Homeland Security (hereinafter, "DHS") Title 6, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall 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 shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations.
- (3) Solicitations for Subcontractors, 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 procurement of material or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the United States Coast Guard to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient, or the United States Coast Guard, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the United States Coast Guard may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - (b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the United States Coast Guard may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interest of the Recipient and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.