

**HILLSBOROUGH COUNTY SPECIAL EVENTS PARTNERSHIP GRANT
AWARD AGREEMENT**

THIS GRANT AGREEMENT (“Agreement”) dated this _____ day of _____, 202____, is entered into by and between Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County", and (AWARDEE NAME), hereinafter referred to as “Awardee.”

WHEREAS, the Hillsborough County Board of County Commissioners (“BOCC”) adopted Ordinance 18-12, finding a valid public purpose in promoting cultural assets through the creation of a Cultural Assets Commission, charged with growing and supporting Special Events (“Events”) that encourage place-making and community-building outcomes aligned with the County’s economic and community prosperity goals; and

WHEREAS, these Events should communicate the authentic County story, activate public spaces, enrich the lives of residents and leverage private sector financial support while aligning to economic development objectives of achieving greater patron spending and maximizing visitation to our market; and

WHEREAS, a Cultural Asset is as a contributing element of the County’s uniqueness, personality and character, which falls under one or more of the following categories: Fine Arts; Historic; Natural and/or Recreational; or Lifestyle, Culinary, and/or Creative Industries; and

WHEREAS, a sense of place and community are an integral part of retaining and attracting talented workforce, business capital and of course growing job opportunities; and

WHEREAS, a quality community celebrating its unique culture and seeking to celebrate its diverse personality is widely recognized as an integral part of an overarching economic development strategy; and

WHEREAS, the Awardee has submitted an application to the County’s Special Events Partnership Grant Program (“Program”) for funding of event-related expenses for the Event described in Exhibit A, Special Events Partnership Grant Program Application, attached hereto and incorporated herein; and

WHEREAS, the Awardee acknowledges that the COVID-19 pandemic is a known risk to any event’s success; and

WHEREAS, the Awardee will comply with all local, state and federal COVID-19 related public health requirements during their Event; and

WHEREAS, the Awardee acknowledges that there is a known risk of the Event being canceled or significantly affected by lowered attendance due to the public’s own health concerns with mass gatherings and/or due to mandated reductions in capacities; and

WHEREAS, the Awardee acknowledges that the Awardee bears full risk for any lost or unrealized revenue, or other Event problems associated with COVID-19, which is a known pandemic affecting mass gatherings and events; and

WHEREAS, the Awardee acknowledges that the County will not continue to provide any funds to the Awardee in the event the Awardee cannot conduct the Event described in Exhibit A, Special Events Partnership Grant Program Application, and that the County will not absolve the Awardee of any of its known risk; and

WHEREAS, on September 19, 2019, the BOCC approved a Special Events Partnership Grant form agreement for contracting with Program Awardees that are approved by the BOCC and authorized the Director of Economic Development to enter into agreements with these approved Program Awardees utilizing an approved form agreement; and

WHEREAS, on February 2, 2022, the BOCC approved by resolution a modification to the Special Events Partnership Grant form agreement for contracting with Program Awardees that are approved by the BOCC and authorized the County Administrator, or designee, to enter into agreements with approved Program Awardees utilizing this modified form agreement; and

WHEREAS, acceptance and distribution of such grant award is contingent upon execution of a grant agreement with County.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and for good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and the Awardee agree as follows:

ARTICLE 1
Recitals

The aforesaid recitals are true and correct and are incorporated herein by reference.

ARTICLE 2
Scope of Agreement

The Awardee shall carry out the Event as described in **Exhibit A, Special Events Partnership Grant Program Application**, attached hereto and incorporated herein by reference.

ARTICLE 3
Term of Agreement

This Agreement shall remain in effect from the date of execution by both parties, to terminate on the 60th day after completion of the Event, unless sooner terminated or extended in advance thereof pursuant to the provisions of this Agreement. With good cause and consent of the County Administrator, or designee, both Parties may agree in writing to an extension of up to sixty (60) days beyond the initial term end date.

ARTICLE 4
Method of Payment and Reporting Requirements

Payment of funds shall be made in accordance with Exhibit B, Method of Payment form, attached hereto and incorporated herein, and Exhibit C, Request for Payment Form, attached hereto and incorporated herein. County shall review and approve Awardee's Method of Payment submission for conformance with this Agreement.

If Awardee fails to perform any obligation hereunder, County may withhold or adjust the amount of payments due under the Agreement until all obligations are met. If Awardee fails to hold the Event as described in Exhibit A, Special Events Partnership Grant Program Application, all rights to payments may be forfeited.

ARTICLE 5
Maintenance and Review of Records

The Awardee and any of its subcontractors providing any of the services required to be performed or provided under this Agreement shall maintain all records and accounts, including, but not limited to, property, personnel and financial records, contractual agreements, memoranda of understanding, subcontracts, proof of insurance, and any other records related to or resulting from the Event to assure a proper accounting and monitoring of all funds awarded.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours. Awardee will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement.

Awardee shall retain all records and supporting documentation applicable to this Agreement for six (6) years from the date of payment to Awardee. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later. This Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 6
Program Policies

This Agreement is subject to the policies and procedures applicable to the Program as adopted by County, which are incorporated in this Agreement by reference.

ARTICLE 7
Indemnification

To the extent not otherwise limited by applicable law, Awardee shall indemnify, hold harmless and defend the County and the Hillsborough County Board of County Commissioners, and the respective agents and employees of County (all of the foregoing, collectively, the "Indemnified

Parties”) from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys’ fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by Awardee, its agents, subcontractors, assigns, heirs and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against any of the Indemnified Parties by any employee of Awardee, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for Awardee or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this paragraph shall survive the termination of this Agreement. No member of the County shall be personally liable under this subsection.

ARTICLE 8

Equal Opportunity; Non-Discrimination Clause

The Awardee shall comply with Hillsborough County, Florida - Code of Ordinance and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

Awardee shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, and executive orders are incorporated herein by reference.

At the time of execution of this Agreement by Awardee, Awardee shall submit the information required by Hillsborough County’s Equal Opportunity Requirements, which are attached hereto as Composite Exhibit “E” and incorporated herein.

ARTICLE 9

Governing Laws; Venue

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be in Hillsborough County, Florida.

ARTICLE 10

Compliance With Applicable Laws

Awardee shall comply with the requirements of all applicable federal, state and local laws and the

rules and regulations promulgated thereunder, including but not limited to, Florida's Public Records Act, Chapter 119, Florida Statutes. It shall be the responsibility of the Awardee to obtain all required permits or property rights necessary for completion of the Event.

ARTICLE 11

Headings

Article headings have been included in this Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of this Agreement.

ARTICLE 12

Waiver

No waiver of any term, condition, default or breach of this Agreement shall be effective unless in writing and executed by the party granting such waiver, and no such waiver shall operate as a waiver of such term, condition, default or breach on any other occasion. No delay or failure to enforce any provision of this Agreement shall operate as a waiver of such provision or any other provision herein or in any document related hereto.

ARTICLE 13

Severability

In the event that any section, sentence, clause or provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected by such determination and shall remain in full force and effect.

ARTICLE 14

Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

ARTICLE 15

Event Publicity

Pursuant to BOCC Policy No. 10.04.00.00, any news release or other type of publicity pertaining to the Event performed by the Awardee pursuant to this Agreement shall recognize the contribution of the County. The Awardee shall recognize the County for its contribution in all promotional materials and at any event or workshop for which County funds are allocated. Any news release or other type of publicity must identify the County as a funding source. In written materials, the reference to the County must appear in the same size letters and font type as the name of any other funding sources.

ARTICLE 16
Third Party Beneficiaries/Independent Contractors

This Agreement is for the benefit of County and Awardee. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this Agreement. Awardee acknowledges and agrees that it is not acting as an agent, officer or employee of County in performing its obligations hereunder. In no event shall any provision of this Agreement make County liable to any person or entity that contracts with or provides goods or services to Awardee in connection with the Event. There is no contractual relationship, either express or implied, between County and any person or entity supplying any work, labor, services, goods or materials to Awardee as a result of the Event.

Awardee shall carry out, or cause to be carried out, the Event described in Exhibit A, Special Events Partnership Grant Program Application, as an independent contractor. Awardee acknowledges and agrees that it is acting as an independent contractor in performing its obligations hereunder and not as an agent, officer, or employee of County.

ARTICLE 17
Amendment; Modifications

This writing embodies the entire Agreement and understanding between the Parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may be amended/modified only by a written instrument executed by County and Awardee expressly for that purpose.

ARTICLE 18
Termination of Agreement

In addition to the exercise of any other remedies available to it at law or in equity, the County may terminate this Agreement for Awardee's non-performance, as solely determined by County, upon no less than twenty-four (24) hours written notice to Awardee.

ARTICLE 19
Availability of Funds

The obligations of County under this Agreement are subject to the availability of funds lawfully appropriated annually for such purposes. In the event sufficient funds to fund this Agreement become reduced or unavailable, County shall notify Awardee of such occurrence, and County may terminate this Agreement, without penalty or expense to County, upon no less than twenty-four (24) hours written notice to Awardee. County shall be the final authority as to the availability of funds and how available funds will be allotted.

ARTICLE 20
Notice and Definition of Days

Any notice required or permitted to be given hereunder shall be sent by United States certified mail, return receipt requested, overnight delivery service or personal delivery with signature verification, to the attention of the following representatives of the parties:

A. If to County:

Martine Meredith Collier, Division Director
Arts Council
601 E. Kennedy Boulevard, 20th floor
Tampa, FL 33602
CollierM@hcflgov.net

B. If to Awardee:

[REPRESENTATIVE NAME]
[REPRESENTATIVE TITLE]
[AWARDEE NAME]
[ADDRESS]
[CITY, ST ZIP CODE]
[TELEPHONE]
[EMAIL]

Any notice sent in accordance with this Article shall be deemed given two (2) days after deposit in the U.S. Mail, if sent certified mail, or upon receipt, if sent by overnight delivery service or personal delivery. The act of refusal by a party of delivery of a notice sent in accordance with this Article shall be deemed acceptance of such notice by such party.

ARTICLE 21
Access to Records

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Awardee has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Awardee is acting on behalf of the County as provided under section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Awardee. As stated below, the Awardee may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Awardee is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Awardee advice regarding its legal rights or obligations.

IF THE AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDEE'S DUTY

**TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

- a) (813) 571-6991,**
- b) CollierM@hillsboroughcounty.org,**
- c) Martine Meredith Collier, Division Director, Arts Council, 601 E. Kennedy Blvd., 20th Floor, Tampa, Florida 33602**

If under this Agreement, the Awardee is providing services and is acting on behalf of the County as provided under section 119.011(2), Florida Statutes, the Awardee will comply with public records law, and agrees to:

- a) Keep and maintain public records required by the County to perform the services.
- b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 19 Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Awardee does not transfer the records to the County.
- d) Upon completion of the Agreement, transfer at no cost to the County, all public records in possession of the Awardee or keep and maintain public records required by the County to perform the service. If the Awardee transfers all public records to the County upon completion of the Agreement, the Awardee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awardee keeps and maintains public records upon completion of the Agreement the Awardee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Awardee to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the County.

ARTICLE 22
Assignment

This Agreement may not be assigned in whole or in part without the prior written consent of County.

ARTICLE 23
Order of Precedence

In the event of any conflict between the provisions of this Agreement and the Exhibits, the provisions of the Agreement shall control over the provisions of the Exhibits.

ARTICLE 24
Conflict of Interest

The Awardee represents that it presently has no interest, and shall acquire no such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity; or incur any obligation of any nature which would conflict in any manner with the performance of the scope of service required hereunder.

ARTICLE 25
Drug Free Workplace

The Awardee shall administer, in good faith, a policy designed to ensure that Awardee is free from the illegal use, possession, or distribution of drugs or alcohol.

ARTICLE 26
Public Entity Crimes

The Awardee represents and warrants that it has not been convicted of a public entity crime and that it is not on the State of Florida's convicted vendor list. Awardee also represents that it is not prohibited from entering into this Agreement by section 287.133.

ARTICLE 27
Electronic Signatures Authorized

The Parties agree that this Agreement and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

ARTICLE 28
E-Verify Requirement

To comply with Executive Order 12989 (as amended), the State of Florida Executive Order No. 11-116 and Section 448.095(2), Fla. Stat., the Awardee agrees to utilize the U.S. Department of

Homeland Security's E-Verify System (<https://e-verify.uscis.gov/emp>) to verify the employment eligibility status of all new employees hired by the Awardee during the term of the Agreement. If the Awardee enters into a contract with a subcontractor for the services to be provided hereunder, the subcontractor must provide the Awardee with an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien, a copy of which affidavit(s) shall be maintained by the Awardee for the duration of the Agreement or longer as provided in Article 5.

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IN WITNESS WHEREOF, the Parties have caused their respective authorized representatives to execute this Agreement effective as of the date first above written.

COUNTY: Hillsborough County, Florida

By: _____

Name: Ronald Barton, ACA

Title: Assistant County Administrator

Date: _____

AWARDEE: _____

By: _____

Authorized Representative

Print Name

Title

Date

ATTEST: Attest for the Awardee
(Two Witnesses Required)

By: _____

Witness

Print Name

By: _____

Witness

Print Name

ACKNOWLEDGMENT OF AGREEMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization this _____ day of _____, 20____, by _____
Name and Title of Officer or Agent
of _____, a _____ corporation on behalf of the Corporation.
(Name of Corporation) (State of Incorporation)

He/she is personally known to me or has produced: _____
(Type of Identification)

Signature of Notary

Name of Notary Typed, Printed or Stamped

Title or Rank

Date

EXHIBIT A
SPECIAL EVENTS PARTNERSHIP GRANT PROGRAM APPLICATION

(ATTACH AWARDEE APPLICATION)

EXHIBIT B
GRANT AWARD AND METHOD OF PAYMENT

AWARDEE: _____
EVENT: _____

Part I. Maximum Grant Award

For its performance under this Agreement, Awardee will receive funds from the County in a Maximum Grant Award not to exceed (AMOUNT OF AWARD).

Part II. Payment Terms

The Maximum Grant Award will be disbursed to the Awardee in three (3) installments (Payment One, Payment Two, and Payment Three). The three installment payments are not to exceed an amount equal to forty percent (40%), forty percent (40%) and twenty percent (20%), respectively. Maximum Grant Award requirements for each payment are as follows:

Payment One:

The Awardee can request installment Payment One prior to the date of the Event in an amount not to exceed forty percent (40%) of the Applicant's approved grant award. In order to receive Payment One, the Awardee must submit to the County a fully completed Exhibit C, Request for Payment Form, Exhibit D, Performance Report, and a pre-event report to include such items as: evidence of securing venue, proposed event schedule, update on talent or entertainment programming, and any material revisions to the budget or Marketing Plan for the event.

Payment Two:

The Awardee can request installment Payment Two after the Event has occurred in an amount not to exceed forty percent (40%) of the Applicant's approved grant award. In order to receive Payment Two, the Awardee must submit to the County a fully completed Exhibit C, Request for Payment Form, Exhibit D, Performance Report, an event attendance report and evidence the Event occurred. Event Attendance Reports should include information such as number of attendees, number of vendors, and summary of programmed activities, as appropriate. Documentary evidence such as video links, programs, handouts, flyer would be sufficient documentation.

Payment Three:

The Awardee can request installment Payment Three only after the event described in Exhibit A, Special Events Partnership Grant Program Application, has occurred. In order to receive Payment Three, the Awardee must submit to the County a fully completed Exhibit C, Request for Payment form, Exhibit D, Performance Report, and a financial report to include all actual event-related revenues and cash expenses, final number of attendees and number of vendors.

***If final event cash expenses deviate substantially from the event Estimated Cash Expenses submitted with the Awardee’s application, or as revised as part of installment Payment One, the County, in its sole discretion, may reduce the final payment. Prior performance of applicants will be considered in future award cycles.**

Part III. Timing of Payment

All Requests for Payments, including the Final Request for Payment, shall be submitted to the County with all required documentation within sixty (60) days of completion of the Event. No Requests for Payment will be honored after this date. Upon receipt of the required documentation, a grant payment will be made to the Awardee and not to any contractor, subcontractor or any other person or entity other than the Awardee. The Event will be completed by the date specified in Exhibit A, Special Events Partnership Grant Program Application. If under any circumstance the Awardee fails to hold the Event and Payment One has been paid by the County, then, in lieu of paying the funds back to the County, any future proposals for events and awards to the Awardee may be reduced by up to the full amount of Payment One. Payments Two and Three are only available after completion of the Event described in Exhibit A, Special Events Partnership Grant Program Application. The County shall not be liable to any vendor, supplier or subcontractor for any expenses or liabilities incurred in connection with the Event and the Awardee shall be solely liable to its vendors, suppliers or subcontractor for all expenses and liabilities incurred in connection with the Event.

Part IV. COVID-19

COVID-19 is a pandemic and a known risk to any event’s success. The Awardee will comply with all local, state and federal COVID-19-related public health requirements during their Event. The Awardee acknowledges that there is a known risk of the Event being cancelled or significantly affected by lowered attendance due to the public’s own health concerns with mass gatherings and/or due to mandated reductions in capacities.

The Awardee acknowledges that the Awardee bears full risk for any lost or unrealized revenue, or other Event problems associated with COVID-19. The County will not provide any funds to the Awardee in the event they cannot conduct their Event as described in the Exhibit A, Special Events Partnership Grant Program Application, and will not absolve the Awardee of any of this known risk.

Part V. Availability of Funds

All funding under this Agreement is subject to availability and the amount may be reduced. The County shall be the final authority as to the availability of funds and how available funds will be allotted.

Part VI. Special Conditions

Pursuant to BOCC Policy No. 10.04.00.00, which is referenced in Article 15 of this Agreement,

the Awardee shall make available to the County similar sponsorship benefits as it offers to other sponsors including recognition for the County on event collateral and at the event. The Awardee will work with the County to obtain the proper County logo.

At no charge to the County, the Awardee shall provide access to the Event, including reasonable parking access if available, for a maximum of five (5) staff for purposes of monitoring consistency and compliance of the Event with this Agreement.

The County may request, at its sole discretion, to be provided a presence at the event (i.e., a vendor table, if applicable) similar to other sponsors and/or vendors to promote County activities, programs and/or items of interest to visitors and residents (the "Event Presence"). This Event Presence will be provided by the Awardee at no charge to the County.

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**EXHIBIT D
PERFORMANCE REPORT**

AWARDEE: _____
EVENT: _____

PAYMENT NUMBER: _____ REPORT DATE: _____

Performance reporting to include the following guidance, depending upon payment request.

Payment One:

The Awardee can request installment Payment One prior to the date of the Event in an amount not to exceed forty percent (40%) of the Applicant's approved grant award. In order to receive Payment One, the Awardee must submit to the County a fully completed Exhibit C, Request for Payment Form, Exhibit D, Performance Report, and a pre-event report to include such items as: evidence of securing venue, proposed event schedule, update on talent or entertainment programming, and any material revisions to the budget or Marketing Plan for the event.

Payment Two:

The Awardee can request installment Payment Two after the Event has occurred in an amount not to exceed forty percent (40%) of the Applicant's approved grant award. In order to receive Payment Two, the Awardee must submit to the County a fully completed Exhibit C, Request for Payment Form, Exhibit D, Performance Report, an event attendance report and evidence the Event occurred. Event Attendance Reports should include information such as number of attendees, number of vendors, and summary of programmed activities, as appropriate. Documentary evidence such as video links, programs, handouts, flyer would be sufficient documentation.

Payment Three:

The Awardee can request installment Payment Three only after the event described in Exhibit A, Special Events Partnership Grant Program Application, has occurred. In order to receive Payment Three, the Awardee must submit to the County a fully completed Exhibit C, Request for Payment form, Exhibit D, Performance Report, and a financial report to include all actual event-related revenues and cash expenses, final number of attendees and number of vendors.

***If final event cash expenses deviate substantially from the event Estimated Cash Expenses submitted with the Awardee's application, or as revised as part of installment Payment One, the County, in its sole discretion, may reduce the final payment. Prior performance of applicants will be considered in future award cycles.**

Insert or attach appropriate and required information to this form.

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COMPOSITE EXHIBIT “E”

EQUAL EMPLOYMENT OPPORTUNITY - APPLICABLE STATUTES, ORDERS AND REGULATIONS*

HILLSBOROUGH COUNTY, FL

- Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
- Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, disability, or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

STATE

- Florida Constitution, Preamble and Article 1, § 2 protect citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.
- Florida Statutes § 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.
- Florida Statutes § 112.043, prohibits age discrimination in employment.
- Florida Statutes § 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
- Florida Statutes § 448.07, prohibits wage rate discrimination on the basis of sex.
- Florida Civil Rights Act of 1992, Florida Statutes §§760.01 – 760.11, as amended.
- Florida Statutes §509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability or national origin.
- Florida Statutes §725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for equal services performed.
- Florida Fair Housing Act, Florida Statutes §§760.20 – 760.37.
- Florida Statutes §760.40, provides for the confidentiality of genetic testing.
- Florida Statutes §760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.
- Florida Statutes §760.51, provides for remedies and civil penalties for violations of civil rights.
- Florida Statutes §760.60, prohibits discriminatory practices of certain clubs.
- Florida Statutes §760.80, provides for minority representation on boards, commissions, council, and committees.

FEDERAL

- Section 1 of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, § 1.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P. L. 111-2, 123 Stat. 5.
- Civil Rights Act of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. § 1981.
- Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P. L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- Civil Rights Restoration Act of 1987, P. L. 100-259, 102 Stat. 28.
- Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071.
- Equal Opportunity Regulations, 41 CFR § 60-1.4, as amended.
- Standards for a Merit System of Personnel Administration, 5 CFR § 900.601 et seq.
- Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR § 60-2 (Revised Order 4).
- Rehabilitation Act of 1973, P. L. 93-112, 87 Stat. 355, as amended.
- Interagency Agreement promulgated on March 23, 1973.
- Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., P. L. 90-202, as amended.
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., P. L. 94-135, 89 Stat. 728, as amended.
- Older Americans Amendments of 1975, 42 U.S.C. § 3001 et seq., P. L. 94-135, 89 Stat. 713.
- Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended by the ADA Amendments Act of 2008, P. L. 110-325, 122 Stat. 3553.
- Vietnam Era Veterans’ Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, as amended.
- Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- State and Local Assistance Act of 1972, as amended.
- Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. §§ 5.100 -5.605.
- Executive Order 13673, Fair Pay and Safe Workplaces.

*** “The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time-to-time, or added to (newly promulgated) from time-to-time, during the term of this contract.”**

If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the contractor agrees as follows:

- (1) The Awardee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Awardee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Awardee will, in all solicitations or advertisements for employees placed by or on behalf of the Awardee, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Awardee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Awardee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Awardee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Awardee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Awardee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Awardee may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Awardee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Awardee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event the Awardee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Awardee may request the United States to enter into such litigation to protect the interests of the United States.

**HILLSBOROUGH COUNTY EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION QUESTIONNAIRE**

AWARDEE: _____
EVENT: _____

AWARDEE CIVIL RIGHTS STATUS

All responding Awardee's are requested to carefully review the following questions and provide responses as it relates to the Awardee's own affirmative action and equal opportunity practices.

Please respond to the following:

1. *Provide a copy of the Awardee's Affirmative Action Plan or Program (If not submitted within the past twelve (12) months).
2. Workforce Analysis by race/sex and EEO category.
3. If the Awardee receives federal/state/local funding, please list source and dollar amount.
4. Name of person designated as EEO representative.
5. Is the Awardee receptive to on-site reviews?
6. Does the Awardee have a procedure for resolving discrimination complaints?
7. Has the Awardee been charged with discrimination within the past eighteen (18) months? If yes, how many charges, nature of charge; when; and where?
8. Does the Awardee anticipate hiring additional staff to perform this contract? If yes, please provide the number of positions and type of positions.
9. Please provide a copy of the Awardee's Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer (If not submitted within the past twelve (12) months).

*A written Affirmative Action Plan or Program is required if the Awardee has fifteen (15) or more employees. If the Awardee has fewer than fifteen (15) employees, then an Affirmative Action Policy Statement is required.

SANCTIONS AND PENALTIES

1. Failure to comply with the Equal Opportunity and Affirmative Action requirements adopted by the Hillsborough County Board of County Commissioners may result in suspension or debarment of the firms or individuals involved. Debarment of firms by Hillsborough County for activity contrary to this program will be carried out according to the debarment procedures contained in the Hillsborough County Procurement Manual. Said firm or individual will be notified by registered mail of said suspension or debarment and may appeal suspension or debarment through the procedure set forth in the Procurement Manual.
2. The Hillsborough County Board of County Commissioners also reserves the right to reject any proposals from firms who have previously failed to perform properly and who have done so by commission or omission of an act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty or willingness to comply.

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EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE ANALYSIS

AWARDEE: _____

EVENT: _____

JOB CATEGORY*	TOTAL EMPLOYEES		MALES					FEMALES				
	MALE	FEM	WHT	BLK	HISP	API	AI	WHT	BLK	HISP	API	AI
OFFICIALS and MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE and CLERICAL												
CRAFTSMAN (SKILLED)												
OPERATIVES (SEMI-SKILLED)												
LABORERS (UNSKILLED)												
SERVICE WORKERS												
TOTAL												

***JOB CATEGORIES AS PROVIDED HEREIN, ARE THOSE CATEGORIES IDENTIFIED AND USED IN EEO (1-6) REPORTING REQUIREMENTS REQUIRED FROM EMPLOYERS BY THE FEDERAL GOVERNMENT.**

(DO NOT LEAVE THIS PAGE BLANK)

HISP: HISPANIC
 API: ASIAN/PACIFIC ISLANDER
 AI: AMERICAN INDIAN

(REV) BID/EEO/G

EXHIBIT “E” (continued)

The Awardee’s failure to complete the requirements of these pages may result in the termination of this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY QUESTIONNAIRE

The undersigned Awardee, by the signature of its corporate officer below represents that the foregoing information is true and correct. The undersigned Awardee by the signature of its corporate officer below provides assurance to Hillsborough County of its compliance with Federal, State and County Affirmative Action and Equal Opportunity requirements. The undersigned AGENCY further assures that it and its subcontractors’ facilities are accessible to persons with disabilities.

IN WITNESS WHEREOF, this Equal Employment Opportunity Questionnaire is hereby signed as of the date indicated below.

ATTEST: Attest for the AGENCY
(Two Witnesses Required)

AWARDEE: _____

By: _____

By: _____

Signature of Authorized Awardee Representative

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Date Signed: _____