

Applicant acknowledges that by submitting this application for financial assistance, if funding is awarded, Applicant, as the “Awardee,” has read, understands, and agrees to be bound by the following terms and conditions:

Project: Awardee has carried out or shall carry out, or cause to be carried out, the project as described in this Program Application (the “Project”).

Award Period: The County will not accept applications after the earlier of December 1, 2020 or the date funding for the Programs is exhausted or allocated for another purpose.

Award Payment:

A. Upon County’s verification that Awardee has completed the Project, County will pay Awardee a maximum award in the amount of up to the amount applied for.

B. County shall not be liable to any vendor, supplier or subcontractor for any expenses or liabilities incurred in connection with the Project and Awardee shall be solely liable for such expenses and liabilities.

C. Awardee acknowledges that the County intends to award a portion of the CARES Funding to Awardee, and further acknowledges that the CARES Funding may be utilized only for the uses authorized by CARES. Accordingly, Awardee covenants that the use of the CARES Funding by Awardee pursuant to this Application is limited to only those uses for which the CARES Funding may be utilized under CARES.

Maintenance and Review of Records: Awardee shall maintain all records and accounts, including property, personnel and financial records, contractual agreements, memoranda of understanding, subcontracts, proof of insurance, and any other records related to or resulting from the Project to assure a proper accounting and monitoring of all funds awarded and shall maintain all accounts pertaining to such services, including, but not limited to, property, personnel and financial records, and supporting documentation, and any additional records required as a result of or associated with the utilization of the CARES Funding, which, among other things, shall enable ready identification of Awardee’s cost of goods and use of funds.

With respect to all matters covered by this Application, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as County may require. 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 Application.

Awardee shall retain all records and supporting documentation applicable to this Application for three (3) 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.

Program Policies: This Application is subject to the policies and procedures of the Program as adopted by County, which are incorporated in this Application by reference.

Indemnification: Awardee shall indemnify, hold harmless, and defend County 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 (at the trial and all appellate levels), 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 or breach of any provision or covenant of this Application or applicable law by the Agency, by Awardee, its agents, subcontractors, assigns, heirs, and employees resulting from or arising under this Application.

Equal Opportunity; Non-Discrimination: Awardee shall comply with Hillsborough County, Florida – Code of Ordinances 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.

Governing Laws; Venue: This Application and terms and conditions shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be in Hillsborough County, Florida.

Public Entity Crimes: Awardee hereby 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 submitting this Application by Section 287.133, Florida Statutes.

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 and specifically including, but not limited to CARES.

Project Publicity: Pursuant to BOCC Policy No. 10.04.00.00, any news release or other type of publicity pertaining to the Project and this Application must recognize the contribution of County. Awardee shall recognize 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 County as a funding source. In written materials, the reference to County must appear in the same size letters and font type as the name of any other funding sources.

Independent Contractor: Awardee acknowledges that it is acting as an independent contractor and not as an agent, officer or employee of County. In no event shall any provision of this Application make County liable to any person or entity that contracts with or provides goods or services to Awardee in connection with the Project. There is no contractual relationship, either express or implied, between County or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to Awardee as a result of the Project.

Availability of Funds: The obligations of County under the Program are subject to the availability of funds lawfully appropriated for such purposes. In the event sufficient funds to fund an award under this this Application become reduced or unavailable or are subsequently determined not to be eligible to fund such award, County shall notify Awardee of such occurrence, and County may terminate such award, 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.

Drug Free Workplace: Awardee shall administer, in good faith, a policy designed to ensure that Awardee's employees, agents and subcontractors are free from the illegal use, possession, or distribution of drugs or alcohol.

Public Records: This Application, including attachments, is subject to disclosure under Florida's public records law subject to limited applicable exemptions. Awardee acknowledges, understands, and agrees that, except as noted below, all information in its application and attachments will be disclosed, without any notice to Awardee, if a public records request is made for such information, and the County will not be liable to Awardee for such disclosure. Social security numbers are collected, maintained and reported by the County must comply with IRS 1099 reporting requirements and are exempt from public records pursuant to Florida Statutes §119.071.

If Awardee believes that information in the Application, including attachments, contains information that is confidential and exempt from disclosure, Awardee must include a general description of the information and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request is made. The County does not warrant or guarantee that information designated by Applicant as exempt from disclosure is in fact exempt, and if the County disagrees, it will make such disclosures in accordance with its sole determination as to the applicable law.