

CITY OF TAMPA/SPEAK UP TAMPA BAY  
PUBLIC ACCESS TELEVISION AGREEMENT

THIS AGREEMENT, made in triplicate at Tampa, Florida, on Oct. 1, 2010, (herein "Effective Date") by and between the City of Tampa, a Florida municipal corporation (the "City"), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and Speak Up Tampa Bay Public Access Television Inc., a Florida non-profit corporation (the "Contractor"), the address of which is 1001 West North B Street, Tampa, Florida 33606.

WHEREAS, the City's cable franchise has dedicated certain channel capacity for public, educational and governmental access use; and

WHEREAS, the City has dedicated a portion of such channel capacity for public access programming purposes and desires to engage the services of the Contractor to operate such public access cable channel(s) pursuant to the terms herein contained;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the City and the Contractor agree as follows:

SECTION 1. SCOPE OF SERVICES.

In exchange for the funding provided by the City to Contractor, pursuant to this Agreement, Contractor shall provide the following services:

- A. OPERATE PUBLIC ACCESS CABLE CHANNEL(S). Operate the public access cable channel(s) for public access programming with the primary purpose being to administer, coordinate, and assist those requesting access to public access cable channel(s) on a non-discriminatory basis.
- B. OPERATE A PUBLIC ACCESS CENTER. Manage a video production facility available for public use at such hours and times as are determined by Contractor.
- C. PROVIDE EQUAL ACCESS. Provide access to the use of the equipment, facilities, channels, and services provided hereunder on a non-discriminatory content neutral basis to all members of the community, whether individuals, groups, or organizations, pursuant to operating rules promulgated by Contractor.
- D. DEVELOP OPERATING POLICIES AND PROCEDURES. Develop policies and procedures for use and operation of the public access equipment, facilities, and channel(s). Changes to these policies and procedures shall be submitted to the City of Tampa forty-five (45) days prior to implementation.

E. COMPLIANCE WITH LAWS RULES, AND REGULATIONS. Administer the channel(s) and facilities in compliance with applicable laws, rules, regulations, and in compliance with the Chapter 7 of the Tampa City Code, 2007 Consumer Choice Act and the franchise agreement (the "Franchise") between the City and Verizon Florida, Inc. ("Verizon").

F. TRAINING. Train City residents, and provide technical advice in the execution of productions.

G. PLAYBACK/CABLECAST. Provide for the playback/cablecasting of programs on the public access channel(s).

H. MAINTENANCE OF EQUIPMENT. Provide regular maintenance and repair of all video equipment purchased with monies received pursuant to this Agreement and/or donated, loaned, or leased to Contractor by the City.

I. PROMOTION. Actively promote the use and benefit of the public access channel(s) and facilities to cable subscribers, the community, public access users, and cable company(s).

J. PERFORMANCE REVIEW. The Contractor shall conduct a performance review of its operations at the request of the City. The performance review should be done by an independent entity that has a background in public, education or government access matters. This review shall include an opportunity for the access center users and cable subscribers to provide input. Upon completion a copy of the performance review shall be submitted to the City of Tampa.

K. OTHER ACTIVITIES. Undertake other public access programming activities and services as deemed appropriate by Contractor and consistent with the obligation to facilitate and promote access programming and provide non-discriminatory access.

## SECTION 2. CHANNELS OPEN TO PUBLIC.

Contractor agrees to keep the Public access channel(s) open to all potential users regardless of their viewpoint, subject to FCC regulations and other relevant laws. Neither the City, nor the Cable Company(s), nor Contractor shall have the authority to control the content of programming placed on the public access channel(s) so long as such programming is lawful. Provided that, nothing herein shall prevent Contractor, the City, or Cable Company(s) from producing or sponsoring programming, from underwriting programming, or from engaging in activities designed to promote production of certain types of programming or use by targeted groups as consistent with applicable law and

rules for use of channels. Contractor may promulgate and enforce policies and procedures which are designed to promote local use of the channel(s) and make the programming accessible to the viewing public, consistent with such time, manner, and place regulations as are appropriate to provide for and promote use of public access channels, equipment and facilities.

### SECTION 3. IMPLEMENTATION.

Responsibilities of the Contractor shall include managing the community use of the public access resources. Contractor shall undertake measurable tasks that are consistent with the following goals and functions:

- A. Promote community dialogue via cable television and other media.
- B. Produce and implement an effective promotion plan for public access services and programming.
- C. Create and implement outreach activities, special events, and partnerships with a broad cross section of community organizations.
- D. Educate community members in the production of non-commercial television programs.
  - 1. Create and provide a training curriculum for various levels of video proficiency.
  - 2. Promote the goal of producing high quality public access programs.
- E. Make television production equipment and facilities accessible to City residents.
- F. Monitor performance of all equipment, conduct routine maintenance, and repair malfunctioning equipment.
- G. Provide and promote a wide variety of regularly scheduled public access programming.
  - 1. Design and implement a daily public access program schedule.
  - 2. Accept programs submitted by certified individuals and ensure that program playback occurs as scheduled.
  - 3. Promote public access programming.

4. Maintain a log reporting the number of hours of original and rerun programming cablecast per month.

H. Manage the public access resources and funds derived from the City in a manner that assures a high quality and quantity of services, while achieving maximum cost efficiency. Responsibilities include:

1. Quarterly reports on all objectives, programs, use of resources and services, revenue generation, and other reporting required under this Agreement.

2. Billing.

3. Recordkeeping.

4. Administration of personnel and funds to provide the most effective use of resources in compliance with applicable laws and regulations.

5. Inventory control of all equipment, furniture and capital goods.

I. Develop and conduct revenue-generating activities, including grant writing, development of underwriting support, and other activities that: 1) are consistent with the mission and purpose of public access, and 2) will not jeopardize the Contractor's nonprofit status.

J. Develop media technology partnerships with related telecommunication endeavors, such as radio, cable television, broadcast television, computer/internet, and multimedia.

#### SECTION 4. INDEMNIFICATION.

Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liabilities of any kind, nature or description, including, payment of litigation costs and attorneys' fees (whether at trial, on appeal or otherwise), brought by any person or persons for or on account of, or arising from or in connection with, any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same may be caused, directly or indirectly arising or resulting from any alleged acts or omission of the Contractor, its officers, employees, agents or subcontractors arising out of or resulting from the performance of this Agreement, the failure by Contractor to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright,

for breach of contract or other injury or damage in law or at equity which claims, directly or indirectly, result from Contractor's use of channels, funds, equipment, facilities or staff granted under this Agreement or the Franchise.

#### SECTION 5. COPYRIGHT CLEARANCE.

Before cablecasting video transmissions Contractor shall require all users to agree in writing that they shall make all appropriate arrangements to obtain all rights to all material cablecast and clearances from broadcast stations, networks, sponsors, music licensing organizations' representatives, and without limitation from the foregoing, any and all other persons as may be necessary to transmit its or their program material over the public access channels that are operated and managed by Contractor. Contractor shall maintain for the term of the applicable statute of limitations for City's inspection, upon reasonable notice by City, copies of all such user agreements.

#### SECTION 6. COPYRIGHT AND OWNERSHIP.

Contractor shall own the copyright of any programs, which it may choose from time to time to produce. Copyright of programming produced by the public shall be held by such person(s) who produce(s) said programming.

#### SECTION 7. ACKNOWLEDGEMENT OF FUNDING.

At least at the beginning and end of each day that video programming is cablecast on the public access channels whose use is authorized by this Agreement, Contractor shall display a credit stating "Partial funding for the operation of this channel is provided by the City of Tampa". Such credit shall also state that opinions expressed in public access programs are the sole responsibility of the program producers.

#### SECTION 8. EQUIPMENT AND FACILITIES.

Contractor shall own all equipment and facilities acquired by it and purchased with funds received from any source.

#### SECTION 9. INSURANCE.

Contractor shall maintain in full force and effect at all times during the term of this Agreement insurance as required by Exhibit A - Tampa Insurance Requirements, a copy of which is attached hereto and by reference made part hereof. The cost of such insurance

shall be borne by Contractor and may be included in Contractor's Annual Plan.

**SECTION 10. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICE.**

- A. Contractor shall not discriminate against any person, employee or applicant for employment or subcontractor on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.
- B. Contractor shall not discriminate in the delivery of services on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.
- C. In carrying out the services described or referred to in this Agreement, the Contractor shall comply with the City's ordinances and policies regarding non-discrimination and equal business opportunity for Small Local Business Enterprises (SLBE) and Women and Minority Business Enterprises (WMBE), as outlined in Exhibit B – Equal Business Opportunity Programs pursuant to City of Tampa Code of Ordinances, Chapter 26.5, as enacted by Ordinance No. 2008-89 requiring equal employment opportunity, prohibiting discrimination in public contracting and procurement, and establishing programs for SLBEs and WMBEs.

**SECTION 11. INDEPENDENT CONTRACTOR.**

It is understood and agreed that Contractor is an independent contractor and that no relationship of principal/agent or employer/employee exists between the City and Contractor. If in the performance of this Agreement Contractor employs any third persons, such persons shall be entirely and exclusively under the control, direction and supervision of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by the Contractor and the City shall have no right or authority over such persons or terms of employment.

**SECTION 12. ASSIGNMENT AND SUBLETTING.**

Neither this Agreement nor any interest herein shall be assigned or transferred by Contractor, without the written consent of the City, which consent shall not be unreasonably withheld.

**SECTION 13. ANNUAL REPORTS.**

Prior to January 15 of each year, Contractor shall submit to City an annual report for the preceding fiscal year (October 1 - September 30). This report shall contain, at a minimum, the following information:

A. Performance statistics document results achieved in accomplishing the goals outlined in sections 1 and 3 of this Agreement;

B. Current and complete listing of Contractor's Board of Directors including current e-mail addresses.

**SECTION 14. RECORDS, FISCAL AUDIT.**

A. Contractor shall maintain such records (the "Records") prepared or obtained by Contractor in conjunction with this Agreement as are deemed necessary by the City. The Records shall (i) be maintained in accordance with generally accepted accounting principles, (ii) at all times be the property of the City, (iii) be made available to the City, through its authorized representative, for audit, inspection or copying purposes at any time during normal business hours and as often as the City, through its authorized representative, may deem necessary and (iv) be retained for such purposes for five (5) years from the date of the termination of this Agreement, at which time the City shall have the option of continuing the retention thereof. In the event the Records are not made available to the City in the City of Tampa, the Contractor shall reimburse the City for the reasonable travel expense of the City's representative resulting from said representative's travel to the location where the Records are maintained.

B. Prior to January 15 of each year, Contractor shall annually submit to the City a fiscal audit for the preceding fiscal year (October 1 - September 30) prepared by an independent certified public accountant.

**SECTION 15. FUNDING AND OTHER RESOURCES.** The City agrees to make the following funds and resources available to Contractor:

A. The following resources shall be administered by Contractor:

1. Public access channel capacity, as assigned by the City, on the Bright House Networks and Verizon FiOs Cable Systems.

2. Beginning on October 1, 2010 the City will provide public access services funding not to exceed \$276,480. Notwithstanding the foregoing, the

public access services funding may be modified at the City's sole discretion, provided, however, that Contractor's agreement to this provision shall not be construed as a waiver of any privilege or right afforded it by law.

#### SECTION 16. ANNUAL PLAN AND BUDGET.

On or before January 15 of each year in which this Agreement is in effect, Contractor shall provide to the City an Annual Plan and Budget outlining activities and programs planned for the following fiscal year of the City (October 1 - September 30) with funds and channel(s) received from the City. Such plan shall contain:

- A. A statement of anticipated number of hours of local original public access programming;
- B. Training classes to be offered and frequency of classes;
- C. Other access activities planned by Contractor; and
- D. A detailed operating and capital equipment and facilities budget.

#### SECTION 17. EXPENDITURE OF FUNDS.

Contractor shall spend funds received from City solely for the purposes listed in its Annual Plan and Budget and Section 1 (Scope of Services) of this Agreement. Funds not expended in the fiscal year covered by the Annual Budget and Activities Plan may be carried over by Contractor into succeeding years. Upon termination of this Agreement all funds of any kind received from City and not expended by Contractor shall be returned to City. Contractor shall provide for such fiscal control and accounting procedures as are necessary as determined by the City to assure proper disbursement and accounting for funds received from City.

#### SECTION 18. RECEIPT OF APPROVED FUNDING.

- A. Beginning on October 1, 2010, the City shall pay to the Contractor, and the Contractor shall accept from the City as full consideration for providing services described in Section 1 hereof an annual sum not to exceed Two Hundred Seventy-Six Thousand four-hundred eighty Dollars (\$276,480.00), including out-of-pocket expenses. No other costs or expenses incurred by the Contractor or on its behalf shall be chargeable to the City unless specifically authorized under this Agreement. Notwithstanding the foregoing, the annual sum may be modified at the City's sole discretion, provided, however, that Contractor's

agreement to this provision shall not be construed as a waiver of any privilege or right afforded it by law.

- B. Except as provided herein, payments shall be made to the Contractor on a quarterly basis. The Contractor shall submit to the City within ten (10) days following the end of each quarter a quarterly invoice describing the services rendered by the Contractor pursuant to this Agreement. As promptly as is practicable after receipt of said invoice, the City, subject to its review and approval and the provisions hereof, shall make payment thereon to the Contractor. Within thirty (30) days following the expiration or termination of this Agreement, the Contractor shall render a final and complete statement to the City of all charges for services not previously invoiced. The City shall not be responsible for payment of any charges, claims or demands of the Contractor not received within said thirty (30) day period; however, such time may be extended at the City's discretion for an additional period not to exceed a period of ninety (90) days.
- C. All funding under this Agreement is subject to the availability of funds.

#### SECTION 19. FUNDING FROM OTHER SOURCES.

Contractor may, during the course of this Agreement, receive supplemental funds from other sources, including, but not limited to fundraising activities.

#### SECTION 20. TERM OF AGREEMENT.

This agreement shall be for a period of three years commencing on October 1, 2010 and ending on September 30, 2013 unless terminated earlier as provided in this agreement.

#### SECTION 21. TERMINATION OF AGREEMENT: TRANSFER OF ASSETS.

A. The City shall have the right upon forty-five (45) days written notice to Contractor to terminate this Agreement for:

1. The unavailability of funds pursuant to Section 19(C) of this Agreement; or
2. Breach of any provision of this Agreement by Contractor; or
3. Malfeasance, misfeasance or misappropriation of public funds; or

4. Loss of 501(c)(3) status by Contractor; or
5. The performance of services provided by the Contractor under this Agreement may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the City shall determine that such termination is in the best interest of the City.

B. Contractor shall have the right upon ninety (90) days written notice to the City to terminate this Agreement for breach of any provision of this Agreement by the City.

C. Either party may avoid termination by curing any such breach to the satisfaction of the other party within ninety (90) days of notification thereof.

#### SECTION 22. TIME.

Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

#### SECTION 23. COOPERATION.

Subject to applicable law, each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

#### SECTION 24. APPLICABLE LAW.

This Agreement shall be interpreted and enforced under the laws of the State of Florida. Venue for any action arising under this Agreement shall be in Hillsborough County, Florida.

SECTION 25. NOTICES.

All notices and other communications to be given by either party may be given in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

To City of Tampa:

City of Tampa Office of Cable Communication  
202 West 7<sup>th</sup> Avenue  
Tampa, Florida 33602

To Contractor:

Speak Up Tampa Bay  
1001 West North B Street  
Tampa, Florida 33606

Any party may change its address for notice by written notice to the other party at any time.

SECTION 26. ENTIRE AGREEMENT/ PRIOR AGREEMENT.

As of the Effective Date, this Agreement supersedes all prior agreements (including the prior agreement between the Contractor and the City approved by City Council Resolution Number 2000-402 herein "Prior Agreement"), negotiations, understandings, representations or agreements, both written and oral. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid. No change or modification of this Agreement shall be valid, unless the same is by written agreement and signed by the parties hereto.

SECTION 27. HEADINGS.

All articles and descriptive heading or paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed at the place and on the day hereinabove first written.

ATTEST:

CITY OF TAMPA

*Shirley Fox-Knowles*  
CITY CLERK

BY: *Pam Iorio* (SEAL)  
MAYOR PAM IORIO

ATTEST:

SPEAK UP TAMPA BAY PUBLIC  
ACCESS TELEVISION

\_\_\_\_\_  
SECRETARY

BY: *Manisha Weir* (SEAL)  
PRESIDENT

PREPARED BY:

\_\_\_\_\_  
JUSTIN R. VASKE  
ASSISTANT CITY ATTORNEY

The execution of this document was authorized  
by Resolution No. 2010-844  
*Justin Vaske*  
(signature)

- City Attorney  
 Assistant City Attorney

## **Exhibit A – TAMPA INSURANCE REQUIREMENTS**

**REQUIRED INSURANCE** - The contractor shall maintain the following types of insurance for the duration of any work performed pursuant to this Agreement, and unless otherwise agreed to by the City in writing, any addendum hereto.

**COMMERCIAL GENERAL LIABILITY INSURANCE** - Shall be written on the most current Insurance Services Office (ISO) Form or its equivalent to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual for this Agreement, and XCU exposures, unless waived by the City. The combined bodily injury and property damage limit shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate and shall apply specifically to the services provided under this Agreement.

**ADDITIONAL INSURED** - The City shall be included as an insured by way of ISO endorsement or its equivalent on the general & excess liability policies. Alternatively, the contractor may purchase a separate owners protective liability policy in the name of the City in the amounts specified above for general liability which shall be excess over any insurance of the contractor.

**CLAIMS MADE POLICIES** - If any liability insurance is issued on a claims made form, contractor agrees to maintain uninterrupted coverage for a minimum of one year following completion and acceptance of the work either through purchase of an extended reporting provision, or through purchase of successive renewals with a retroactive date not later than the beginning of performance of work for the City.

**CANCELLATION/NON-RENEWAL** - Thirty (30) days written notice must be given to the City of any cancellation, intent to non-renew, or material reduction in coverages (except aggregate liability limits). However, ten (10) days notice may be given for non-payment of premium. Notice shall be sent to City of Tampa Cable Communication, 306 East Jackson Street, Tampa, FL 33602.

**EVIDENCE OF INSURANCE** - The City must receive an executed Acord 25 certificate of insurance form or its equivalent prior to any services provided under this Agreement. Certified copies of the policies evidencing the coverages required herein are also acceptable, and if requested shall be furnished to the City. Renewal certificates shall be provided to the City at least ten (10) days prior to expiration of the current coverages. Work may not begin until proof of insurance is submitted as required herein and approved by the City. If at any time Contractor fails to maintain the coverages required herein, all work shall cease until coverage is restored.

If a binder is submitted initially as evidence of insurance coverage, the binder must be effective from the date of issue until such time as the actual policy is in existence and submitted to the City.

**WAIVER OF SUBROGATION** - Contractor waives all rights against City, its agents, officers, directors, and employees for recovery of damages to the extent such damage is covered under the general liability, automobile liability, and excess liability or property insurance policies.

**SUBCONTRACTORS** - It is the contractor's responsibility to require all subcontractors to maintain adequate insurance coverage.

**PRIMARY POLICIES** - The contractor's insurance is primary to the City's insurance or any self insurance program thereof.

**RATING** - All insurers shall be authorized to do business in Florida, and shall have an A.M. Best rating of B+ (or better), Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best.

**DEDUCTIBLES** - The contractor is responsible for all deductibles. In the event of loss which would have been covered but for the presence of a deductible, the City may withhold from payment to contractor an amount equal to the deductible to cover such loss should full recovery not be obtained under the insurance policy.

**INSURANCE ADJUSTMENTS** - These insurance requirements may be increased, reduced, or waived at the City's sole option with an appropriate adjustment to the contract price.

## **Exhibit B: Affirmative Action and Equal Opportunity**

**Equal Opportunity.** The City of Tampa hereby notifies all Bidders that all eligible businesses, including Small Local Businesses Enterprises (SLBEs) will be afforded a full opportunity to participate in any award made by the City of Tampa pursuant to this proposal solicitation and will not be subjected to discrimination on the basis of race, color, sex, or national origin. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

**SLBE Participation.** In an effort to promote increased opportunities for Small Local Business Enterprise (SLBE) participation, the City actively solicits the participation of City certified firms in the performance of prime contracts. When applicable, a rating preference shall be awarded to City-certified SLBE firms when evaluating and scoring their proposal. There shall be up to five bonus points given under the evaluation process for a City of Tampa certified SLBE firm. The Proposer must be SLBE certified prior to the opening date and time of the RFP and must submit a copy of their SLBE Certificate in the proposal. To learn more about the City's SLBE Program or to obtain a SLBE application go to the City's website at [www.tampagov.net](http://www.tampagov.net), go to "Select a Department" and select Minority Business Development; or call (813) 274-5522. The current listing of certified SLBE firms registered with the City of Tampa is also available by following the steps above and selecting Publications to view the City-certified SLBE Companies.

**W/MBE Participation.** The City of Tampa administers a Women/Minority Business Enterprise (W/MBE) Program to promote the inclusion of W/MBE companies in procurement solicitations and contract awards. Thus the City is actively encouraging participation in the contract by City Certified W/MBE Companies. To obtain a list of the City's Certified W/MBE Companies, visit the City's website at: [www.tampagov.net](http://www.tampagov.net), select Purchasing Department, from the menu select Minority Business Development and select Publications. W/MBE Certified Companies directories are listed by Type of Services and by Company Names. If you need further assistance, please contact the Minority Business Development Office at (813) 274-5522. [http://www.tampagov.net/dept minority business development/](http://www.tampagov.net/dept%20minority%20business%20development/)

**Sub-Contracting Submittals.** No Awardee shall assign the award or any rights or obligations hereunder without the written consent of the City. In the event of such approved subcontracting, the Awardee agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached Schedule of Sub-Contracting forms, with bid response.

**Form MBD 10** - Schedule of All Subcontractors/Consultants/ Suppliers Solicited.

**Form MBD 20** – Schedule of Subcontractors/Consultants/Suppliers to be Utilized.

Subcontractor shall be defined as; a business enterprise, firm, partnership, corporation, consultant or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as; a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor or manufacturer.

**Non-Compliance with Requirements.** The Successful Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers and vendors in connection with this Contract. The Successful Proposer acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5, as enacted by Ordinance No. 2008-89.

A determination by the City that the Bidder, Awardee, Contractor, Subcontractor, Offeror or Vendor fails to comply with the provisions of the Ordinance shall subject the offending party to any or all of the following penalties:

- a. Declare the Bidder's bid non-responsive and ineligible to receive the involved award/contract.
- b. Withhold from the Awardee/Contractor in violation ten percent of all future payments under the involved award/contract until it is determined that the Awardee/Contractor is in compliance.
- c. Withhold from the Awardee/Contractor in violation of all future payments under the involved award/contract until it is determined that the Awardee/Contractor is in compliance.
- d. Exclusion from submitting a bid for any future procurement by the City until such time as the Awardee/Contractor demonstrates that it will comply with all of the provisions of the ordinance.
- e. Termination, by the City, of the award/contract.