



# Memo

**To:** Mrs. Carmen Watkins-Senior Vice President-NAACP Membership Growth and Unit Sustainability -4805 Mount Hope Drive-Baltimore Maryland 21215

**From:** Joseph W. J. Robinson Email: [jrobin19@tampabay.rr.com](mailto:jrobin19@tampabay.rr.com)

**cc:** NAACP Files

**Date:** November 18, 2022

**Re:** Submittal of Joseph W. J. Robinson's Protest and Request For a Full Hearing and Answer and Affirmative Defenses and Request To Rescind Suspension of Membership and Cease and Desist Letter.

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**The above document is being sent by US Certified Mail Overnight and Regular Mail.**

A handwritten signature in blue ink that reads "Joseph W. J. Robinson".

**Joseph W.J. Robinson**  
POB 4403  
Tampa, Florida 33677  
(813)-254-0907  
Email: [jrobin19@tampabay.rr.com](mailto:jrobin19@tampabay.rr.com)

NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE  
OFFICE OF THE EXECUTIVE  
4805 MOUNT HOPE DRIVE  
BALTIMORE, MARYLAND 21215

NATIONAL ASSOCIATION FOR THE )  
ADVANCEMENT OF COLORED PEOPLE )  
(NAACP), PRESIDENT AND CEO )  
DERRICK JOHNSON, Et al )  
Petitioner )  
vs. )  
JOSEPH W. J. ROBINSON )  
Respondent )

CASE NO.: 11-1-2022  
Membership No.106450422-M  
Annual Adult  
Expires: 7/6/2023  
5139-B-Hillsborough Branch

**RESPONDENT’S PROTEST AND JOSEPH W. J. ROBINSON REQUEST FOR A FULL HEARING AND ANSWERS AND AFFIRMATIVE DEFENSES AND REQUEST TO RESCIND SUSPENSION OF MEMBERSHIP AND CEASE AND DESIST LETTER**

COMES NOW, Joseph W. J. Robinson (“Respondent”) pursuant to the **SUSPENSION OF NAACP MEMBERSHIP AND CEASE AND DESIST LETTER** dated **November 1, 2022** and files his **RESPONDENT’S PROTEST AND JOSEPH W. J. ROBINSON REQUEST FOR A FULL HEARING AND ANSWERS AND AFFIRMATIVE DEFENSES AND REQUEST TO RESCIND SUSPENSION OF MEMBERSHIP AND CEASE AND DESIST LETTER** below such that the **(NAACP), PRESIDENT AND CEO DERRICK JOHNSON , Et al** provide a full hearing and upon consideration of the Protest, Answer’s and Affirmative Defenses to the Allegations and the applicable NAACP constitution and bylaws for units, should not suspend, revoke or otherwise restrict Respondent’s adult membership.

**FULL HEARING REQUEST:**

Respondent hereby requests a full hearing on this matter pursuant to Article X Section 4 and 6.

(See attached document labeled Exhibit A consisting of 5 pages)

**PETITIONER'S ALLEGATIONS IN NOVEMBER 1, 2022 LETTER OF SUSPENSION**

**FIRST ALLEGATION:**

1. You have engaged in inimical conduct that is not in accord with the principles of the Association. On October 22, 2022, you made disparaging and defamatory remarks about the Hillsborough Branch leadership on the What's Really Happening 1150 am WTMP radio program.

**SECOND ALLEGATION:**

2. More specifically, although you were able to attend the Branch meeting via Zoom webinar, you falsely claimed that you were locked out of the Branch meeting and that Branch members were treated like "second class citizens"

**THIRD ALLEGATION:**

3. Moreover, you have continued to disparage the NAACP by spreading falsehoods designed to induce the School District to shut down the Hillsborough Branch office.

**FOURTH ALLEGATION:**

4. More recently, you accused the Branch secretary of not doing her job and claimed that you were "going to stop public corruption."

**FIFTH ALLEGATION:**

5. Your continued efforts to harm the reputation of the Hillsborough Branch by spreading falsehoods are causing incalculable damage to the NAACP.

**SIXTH ALLEGATION:**

6. On October 29, 2022, you appeared on the What's Really Happening 1150 radio program and continued to make false and disparaging remarks about the Hillsborough Branch leadership. Once again, you falsely stated that the Branch president locked members out of the Branch meeting.

**SEVENTH ALLEGATION:**

7. You also falsely accused Branch leadership of violating the discrimination clause in the School Board of Hillsborough County Extension to Memorandum of Agreement ("extension agreement"). You falsely alleged that the Branch leadership violated that provision by denying members "the opportunity to participate in activities on the Site.

**EIGHTH ALLEGATION:**

8. You further alleged that the Branch is violating the sublease clause of the extension agreement by allowing other groups to use the premises. Even more troubling, you declared your intent to go to the School Board meeting on Tuesday, November 1, 2022, in order to ask the School Board to "shut it (the Branch) down."

**RESPONDENT'S ANSWER'S**

1. Without knowledge and no documentation was provided and therefore denied.
2. Without knowledge and no documentation was provided and therefore denied.
3. No documentation was provided and therefore denied.
4. Without knowledge and no documentation was provided and therefore denied.
5. Without knowledge and no documentation was provided and therefore denied.
6. Without knowledge and no documentation was provided and therefore denied.
7. No documentation was provided and therefore denied.
8. No documentation was provided and therefore denied.

**RESPONDENT'S AFFIRMATIVE DEFENSES**

Respondent asserts the following affirmative and /or additional defenses. By asserting these defenses, Respondent does not assume the burden of production, persuasion or proof of any issues for which the Petitioner has the burden under law.

**RESPONDENT'S FIRST AFFIRMATIVE DEFENSE**

Respondent states that the Hillsborough County Public Schools Attorney Jeffrey W. Gibson from the law firm of MacFarlane, Ferguson & McMullen has confirmed that the Extension to Memorandum of Agreement between the School Board of Hillsborough County, Florida and National Association For The Advancement of Colored People 5139 Tampa NAACP (NAACP) approved on May 18, 2021 was breached by the (NAACP). (See **attached document labeled Exhibit B consisting of 11 pages.**)

**RESPONDENT'S SECOND AFFIRMATIVE DEFENSE**

Respondent states that his free exercise or enjoyment of any right or privilege secured to him by the US Constitution or Laws of the United States are being exercised when he is expressing any opinions, ideas or comments in the public and is intitled to do so without anyone conspiring, oppressing, threatening or intimidating him to prevent or hinder his free exercise or enjoyment of any right or privilege so secured.

**RESPONDENT'S THIRD AFFIRMATIVE DEFENSE**

Respondent states that a person who voluntarily and prominently participates in a public controversy for the purpose of influencing its outcome is a Limited Purpose Public Figure and that Officers and others of the NAACP are such Limited Purpose Public Figures.

**RESPONDENT'S FOURTH AFFIRMATIVE DEFENSE**

Respondent states that no NAACP Bylaws for Units namely Article X (Expulsion, Suspension or Removal of Officers and Members), Section 3 Complaint was ever initiated and signed by 20 members of the Hillsborough County Branch Unit 5139 and forwarded to the National Office and to the President and CEO as well as the State/State-Area Conference.

**RESPONDENT'S FIFTH AFFIRMATIVE DEFENSE**

Respondent states that he has not been informed if he is being suspended from the **NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE (1909) 501 (C)(3)** or **NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE (2019) 501(C)(4)** or **NAACP EMPOWERMENT PROGRAMS, INC (2019) 501 ( C)(3)**.

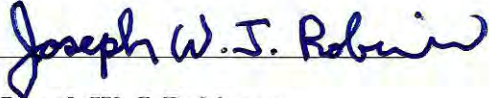
**RESPONDENT'S RESERVATION**

Respondent reserves the right to supplement Respondent's Answer and Affirmative Defenses once additional information is provided and/or obtained by Respondent.

**RESPONDENTS REQUEST TO RESCIND SUSPENSION OF MEMBERSHIP AND CEASE AND DESIST LETTER**

Respondent prays and herby requests that his suspension of membership and cease and desist letter be rescinded and that his full rights and title be restored. (2) That he be put back on the ballot as Second Vice-President. (3) That the General Membership in good standing of the Hillsborough County Branch Unit 5139 have a chance to Vote for him as Second Vice-President for the 2022 election since he was qualified and eligible before the end of the October 20, 2022 general membership meeting and in good standing and on the ballot before this suspension was issued.

Respectfully submitted on this November 18, 2022.

By: 

**Joseph W. J. Robinson.**

RESPONDENT

POB 4403

Tampa, Florida 33677

813-254-0907

Email; [jrobin19@tampabay.rr.com](mailto:jrobin19@tampabay.rr.com)

**Joseph W. J. Robinson P.E.**

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**From:** Asaka, Anson <aasaka@naacpnet.org>  
**Sent:** Tuesday, November 1, 2022 2:57 PM  
**To:** jrobin19@tampabay.rr.com  
**Cc:** McCarthy Wallace, Janette; Watkins, Carmen; NAACP Chairman of the Board; Adora Nweze; Yvette Lewis; Sweet-Love, Gloria  
**Subject:** NAACP Membership Suspension / Cease-and-Desist Letter - Joseph W. J. Robinson  
**Attachments:** Robinson, Joseph; Suspension, Cease-Desist; Hillsborough FL.pdf

Mr. Robinson,

Attached please find a letter from President and CEO Derrick Johnson. If you have any questions, please contact General Counsel Janette McCarthy Wallace at [jlouard@naacpnet.org](mailto:jlouard@naacpnet.org) or Carmen Watkins at [cwatkins@naacpnet.org](mailto:cwatkins@naacpnet.org).

Anson Asaka  
Associate General Counsel  
NAACP Legal Department  
4805 Mt. Hope Drive  
Baltimore, MD 21215  
(410) 580-5789 (voice)  
(410) 358-9350 (fax)

**This electronic message contains information from the legal department of the NAACP that may be privileged and confidential. This information is intended to be for the use of the addressee only. If you are not the intended recipient, any disclosure, copying, future distribution, or use of this communication is prohibited. If you received this communication in error, please advise by return e-mail.**



**Anson Asaka**

*Associate General Counsel*

*Legal*

[aasaka@naacpnet.org](mailto:aasaka@naacpnet.org)

**O:** 410-580-5789

NAACP | Empowerment Programs

National Headquarters • 4805 Mount Hope Drive • Baltimore Maryland 21215



EXHIBIT A (5 pages)



# NAACP

**Derrick Johnson**  
*President and  
Chief Executive Officer*

**Leon W. Russell**  
*Chairman  
National Board of Directors*

## OFFICE OF THE EXECUTIVE

November 1, 2022

### Via Email and Regular Mail

Joseph W. J. Robinson  
P.O. Box 4403  
Tampa, Florida 33677

**Re: Suspension of NAACP Membership and  
Cease and Desist**

Dear Mr. Robinson:

Article X, Section 2 of the Bylaws for Units of the NAACP states that “[t]he Board of Directors, upon satisfactory evidence that an officer or member of the Association...is guilty of conduct not in accord with the principles, aims and purposes of the National Association for the Advancement of Colored People...or guilty of conduct inimical to the best interests of...the Association may order suspension, expulsion or other disciplinary action against such officer or member, after a full hearing if requested by the respondent in accord with the provisions of this Constitution.”

You have engaged in inimical conduct that is not in accord with the principles of the Association. On October 22, 2022, you made disparaging and defamatory remarks about the Hillsborough Branch leadership on the What’s Really Happening 1150 am WTMP radio program. More specifically, although you were able to attend the Branch meeting via Zoom webinar, you falsely claimed that you were locked out of the Branch meeting and that Branch members were treated like “second class citizens.” Moreover, you have continued to disparage the NAACP by spreading falsehoods designed to induce the School District to shut down the Hillsborough Branch office. More recently, you accused the Branch secretary of not doing her job and claimed that you were “going to stop public corruption.” Your continued efforts to harm the reputation of the Hillsborough Branch by spreading falsehoods are causing incalculable damage to the NAACP.

On October 29, 2022, you appeared on the What’s Really Happening 1150 radio program and continued to make false and disparaging remarks about the Hillsborough Branch leadership. Once again, you falsely stated that the Branch president locked members out of



the Branch meeting. You also falsely accused Branch leadership of violating the discrimination clause in the School Board of Hillsborough County Extension to Memorandum of Agreement ("extension agreement"). You falsely alleged that the Branch leadership violated that provision by denying members "the opportunity to participate in activities on the Site." You further alleged that the Branch is violating the sublease clause of the extension agreement by allowing other groups to use the premises. Even more troubling, you declared your intent to go to the School Board meeting on Tuesday, November 1, 2022, in order to ask the School Board to "shut it (the Branch) down."

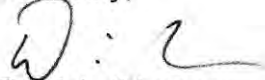
Under Article X, Section 4 of the Bylaws for Units of the NAACP, "(w)here the President and CEO of the National Office is satisfied that there is danger of irreparable harm to the Association or Unit involved and that immediate action is necessary, he may order an officer or member suspended pending a full hearing if requested." I am satisfied that your continued membership in the Association presents a danger of harm to the Hillsborough Branch NAACP. Action is necessary to prevent or mitigate that harm. Your conduct is undermining the mission of the Association and tarnishing the reputation of the Association. Such conduct cannot be tolerated. Accordingly, I hereby suspend your membership in the Association, effective immediately, pending investigation and a full hearing (if you so request).

Should you timely request a hearing regarding this matter, one will be provided as outlined in the NAACP Constitution and Bylaws for Units. Any such request for hearing – as well as any written response you would like to submit regarding the above allegations – must be sent within 15 calendar days from date of receipt of this letter and complaint. The 15-day period shall commence to run from the time service of the complaint is complete. Service of the complaint is deemed complete five (5) days after the complaint was mailed. Your hearing request must be sent via certified mail to the attention of Carmen Watkins, Senior Vice President, Membership Growth and Unit Sustainability, NAACP, 4805 Mount Hope Drive, Baltimore, Maryland 21215.

You are directed to cease and desist immediately from holding yourself out as a member of the NAACP and as the Hillsborough County Branch NAACP Second Vice President. If you have any questions regarding this matter, you may contact Carmen Watkins, Senior Vice President, Membership Growth and Unit Sustainability, at [cwatkins@naacpnet.org](mailto:cwatkins@naacpnet.org).

We demand that you immediately cease and desist from all of the afore-mentioned conduct. Moreover, if you continue to spread falsehoods about the NAACP and/or any of our members, we will pursue all available legal remedies to stop this conduct. We further demand that you stay away from the Hillsborough County Branch office, and any other NAACP facility and/or premises.

Sincerely,



Derrick Johnson  
President and Chief Executive Officer

cc: Leon W. Russell, Chair, National Board of Directors  
Gloria J. Sweet-Love, Chair, Committee on Membership and Units  
Carmen Watkins, Senior Vice President, Membership Growth and Unit  
Sustainability  
Janette McCarthy Wallace, General Counsel

## Joseph W. J. Robinson P.E.

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**From:** Joseph W. J. Robinson P.E. <jrobin19@tampabay.rr.com>  
**Sent:** Thursday, November 3, 2022 4:23 PM  
**To:** 'Asaka, Anson'  
**Cc:** 'McCarthy Wallace, Janette'; 'Watkins, Carmen'; 'NAACP Chairman of the Board'; 'Adora Nweze'; 'Yvette Lewis'; 'Sweet-Love, Gloria'; Addison Davis (HCPS Superintendent)  
**Subject:** RE: NAACP Membership Suspension / Cease-and-Desist Letter - Joseph W. J. Robinson (RESPONSE and Request to Cease and Desist from Making False Statements in Writing That Are Causing Irreparable Harm to Joseph W. J. Robinson)

**Atty. McCarthy Wallace:  
NAACP General Counsel**

Good afternoon,

I have not received by US mail the letter concerning this matter nor any attachments they may be with your letter from NAACP President and CEO Derrick Johnson.

We will be responding to this **Letter of Suspension of NAACP Membership and Cease and Desist** as well as requesting a full hearing on this matter.

Therefore, we are requesting pursuant to NAACP Bylaws Article X (Expulsion, Suspension or Removal of Officers and Members) Section 5 (Notice of Complaint and Right to Answer) **a copy of the complaint that was filed against Joseph W. J. Robinson to initiate this letter of Suspension immediately. If no complaint exists, please identify in the NAACP Constitution and Bylaws for the processed being used.**

**Furthermore**, we are hereby notifying you that this Suspension **has already caused irreparable harm** since:

1. I will not be able to cast my vote for our 2022 Election for Hillsborough County Branch Unit 5139 using "Election Buddy" or in person or any means at all.
2. My name has been removed from the 2022 Hillsborough County Branch Election Ballot for Second Vice-President after it was approved at the October 20, 2022 General Membership meeting and eligibility was approved to go on the "Election Buddy" 2022 Ballot.
3. The demand to stay away from the Hillsborough County Branch office and any other NAACP facility and /or premises has a chilling effect to conduct business with the Hillsborough County Public Schools (HCPS) and we request that that provision be rescinded immediately since it has no legal standing nor is it enforceable on HCPS real property and facilities.

**Therefore**, we are hereby Notifying your organization(NAACP) or any members to Cease and Desist from making any False Statements or Falsehoods about Joseph W. J. Robinson since I am no longer a limited public figure by this suspension, in writing or otherwise that are causing irreparable harm and rescind any other damaging estoppels. Thanks!

Please Govern Yourselves accordingly!

Respectfully submitted,

**Joseph W.J. Robinson, P.E.  
President/CEO**

  
MACFARLANE FERGUSON & MCMULLEN

ATTORNEYS & COUNSELORS AT LAW EST. 1884

One Tampa City Center, Suite 2000  
201 N. Franklin Street  
P.O. Box 1531 (33601)  
Tampa, FL 33602  
813.273.4200 Fax: 813.273.4396

[WWW.MFMLEGAL.COM](http://WWW.MFMLEGAL.COM)  
EMAIL: [INFO@MFMLEGAL.COM](mailto:INFO@MFMLEGAL.COM)

625 Court Street, Suite 200  
P.O. Box 1669 (33757)  
Clearwater, FL 33756  
727.441.8966 Fax: 727.442.8470

From the Desk of Jeffrey W. Gibson  
[JG@macfar.com](mailto:JG@macfar.com)  
(813) 273-4357

Ms. Yvette Lewis  
NAACP Hillsborough County Unit 5139 President  
308 Martin Luther King Blvd., Suite C  
Tampa, FL 33603

Re: Gary Adult School Campus Dispute

Dear Ms. Lewis,

As you may be aware, I have the pleasure of representing the Hillsborough County School District. It has come to the District's attention that there has been some dispute about the use of the portables located at Gary Adult School campus used for the purposes of providing training, education, mentor space, and community partnership/engagement space.

I am enclosing for your ready reference the original Memorandum of Agreement between the School Board of Hillsborough County and the NAACP approved by the School Board on April 2, 2019, as well as the Extension to that agreement approved on May 18, 2021.

Pursuant to those agreements, I wanted to remind the NAACP of its obligations not to "deny any person the opportunity to participate in activities conducted on the Site." (Section 7 of the Extension). Moreover, the NAACP agreed that it would not sublease the District space, nor would it "allow any other organization or person to use any portion of the Site during the term of this Agreement." (Section 8 of the Extension).

On October 20, 2022, other organizations or persons were granted use of the Gary Adult portables. This cannot happen again.

The District has had a long relationship with the NAACP and is committed to continuing that collaborative relationship for years to come.

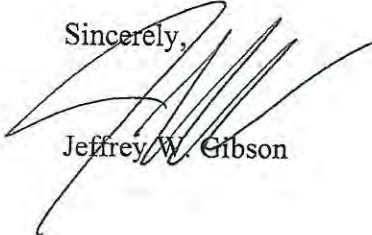
EXHIBIT B (11 pages)

Ms. Yvette Lewis  
November 16, 2022  
Page 2

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Please let me know if you have any questions or would like to discuss with myself or Mr. Davis.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey W. Gibson', written over the printed name.

Jeffrey W. Gibson

JG/ash

Cc: Mr. Addison Davis, Superintendent  
School Board Members

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA  
AND  
NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE 5139  
TAMPA NAACP**

This Agreement is made and entered into this 3rd day of April 2019, by and between the School Board of Hillsborough County, Florida, 901 E. Kennedy Boulevard, Tampa, FL, 33602, a public body hereinafter referred to as the ("**School District**") and National Association for the Advancement of Colored People 5139 Tampa NAACP, hereinafter referred to as the ("**NAACP**").

WITNESSETH, the parties hereto, in recognition of their mutual responsibility to provide support for the project entitled, this partnership to create the conditions for open and transparent conversations around: diversity and equity, official, state, and federal advocacy, education, economic opportunity, criminal justice, health/wellness, and environmental, climate, and social justice. For consideration of mutual promises, covenants, and obligations contained herein, the School District hereby retains the NAACP to undertake certain activities described in this agreement. The parties agree as follows:

**Article I  
Scope of Service**

The purpose of this project/program is to provide an opportunity for mutual respect and dialogue that will assist in the expansion of the parameters of the NAACP and School District partnership to continue efforts in economic development, facilities maintenance/conditions for learning, PreK-20 Education, and ACT-SO programs/activities. By entering into this Memorandum of Agreement (MOA), the partners indicate their commitment to support all aspects of the responsibilities and all phases of the activities described below. The purpose of this MOA is to establish a framework of collaboration, as well as articulate specific roles and responsibilities for each entity that will support the full and effective implementation of the proposed project.

**Activities**

The NAACP agrees to carry out the following activities: The NAACP has full use of the Office of Supplier Diversity Conference Room for the purpose of provide training, education, mentor space, and community partnership/engagement space with the intent to supplement the Office of Supplier Diversity (OSD) activities including seeking participation of new business owners, provide training in workforce readiness, and preparing middle and high school students for life. Additionally, the NAACP will continue to partner with the School District for the purpose of impacting the following: diversity and equity, official, state, and federal advocacy, education, economic opportunity, criminal justice, health/wellness, and environmental, climate, and social justice.

In conjunction with the NAACP's commitment, HCPS will support implementation of the project in the following ways: Provide full use at no charge of the Office Supplier Diversity Conference Room and other District sites with advanced notice for the purpose of educational, civic, cultural, recreational, artistic, or charitable programming as controlled by School Board Policy 7510. Access to the facility's resources will be made available and may include: the use of paper products, soap, learning materials, supplies, phone, and technology within the capacity of the conference/education setting that is customary and reasonable to accomplish the goals of the NAACP, previously stated. The District sites have ultimate control over the use of any school District facilities. Additional support includes: monthly partnership meeting with identified School District personnel; access to internal and external communication mediums to share messaging appropriate to the goal of the specific program/initiative; provide summary data and research to assist program/initiative goals to provide targeted support to students, families, and community; ensure participation in key conversations and workshops related to academic, economic and community engagement; provide opportunity for input/collaboration with key District personnel relevant to the program/initiative benefitting children, families, and community; provide a letter of support when partnering with District when seeking outside grant funds; provide opportunity to share commendations of partnerships with the school board and the community.

**Reporting Requirements:**

The NAACP will work in collaboration with School District personnel to garner the appropriate information and data necessary to complete all required reporting: evaluation and/or data of the projects/initiatives will be available to assist in research, decision making, and reporting.

**Article II**

**Period of the Agreement**

The Agreement shall become effective December 5, 2018 and be in force up to, and including June 30, 2028 The Agreement may be extended by mutual written agreement of the parties.

**Article III**

**Compensation**

Subject to the receipt of funds from the Agency, the School District agrees to compensate the NAACP on a cost reimbursement basis, for an amount that be determined during the project period. If applicable, the School District authorizes pre-award spending from the first day of the approved budget period. Additional funds will be contingent upon the availability of funds and satisfactory project performance. All claims for payment will be in accordance with the budget outlined in the appropriate budget approve by the school/District. It is further agreed that all invoices described in the appropriate budget and the appropriate budget should reference the project/program entitled, various project/programs will be identified for the duration of this agreement as well as contain an original signature from an authorized official of the NAACP, and should be sent to the School District's designee for approval.

The NAACP agrees to return to the School District any overpayments due to unearned funds. Such funds should be considered School District funds and shall be refunded to the School

District within 45 days following the time of overpayment is discovered and reported to the NAACP.

The NAACP shall provide expenditure documentation in detail sufficient for a proper invoice evaluation and pre- and post-audit thereof. Supporting documentation for expenditures is required for all funding methods. Examples of such documentation include but are not limited to: payroll records, contracts, invoices with check numbers verifying payment, and/or bank statements; all or any of which must be available upon request.

The School District shall issue payment within 40 days after receipt of an acceptable receipt, inspection, and acceptance of goods and/or services provided in accordance with the conditions of the Agreement.

#### **Article IV Termination of Agreement**

Either the School District or the NAACP may terminate this Agreement without cause by delivering written notice to the other party at least thirty (30) days prior to the date on which termination is to be effective.

At any time during the term of this Agreement, if either party breaches or fails to perform its responsibilities and obligations under the terms hereof, and the defaulting party fails to correct such deficient performance to the reasonable satisfaction of the other party within sixty (60) days after receipt of written notice from the other specifying such deficiency, the non-defaulting party may terminate this Agreement by giving written notice to the other.

#### **Article V Record Keeping Requirements**

The NAACP will keep adequate records and supporting documentation regarding this contracted matter. Furthermore, the NAACP shall make available to the School District's authorized representative, as allowed by law, all records for audit or inspection purposes. The NAACP will not disclose its membership list or irrelevant financial data. Said records and documentation shall be retained by the NAACP for a minimum of five (5) years from the date of termination of this Agreement.

#### **Article VI Statement of Assurance**

During the performance of this Agreement, both Parties shall comply with Title VII of the 1964 Civil Right Act, as amended, and the Florida Human Rights Act of 1977, in that such Parties shall does not discriminate on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status or in any form or manner with regard to the its students, employees or applicants. Both Parties understand and agree that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, both Parties agree they will comply with Title VI of the Civil Rights Act of 1964 when federal grant funds are involved in the provision of services required hereunder. Other applicable federal and state laws, executive orders, and



regulations prohibiting the type of discrimination as herein delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam era veterans and disabled veterans within its protective range of applicability.

#### **Article VII**

##### **Notification Requirements**

Both parties hereto agree to give all notices and comply with all laws, ordinances, rules and regulations applicable to the provision of the supportive services required herein. If either party observes that any of the provisions of this Agreement are at variance therewith, said party will give the affected party prompt written notice thereof. Any necessary changes to the provisions contained herein shall be adjusted by an appropriate modification hereto.

#### **Article VIII**

##### **Indemnification Requirements**

To the extent of its limited waiver of sovereign immunity in Florida statute 768.28. The School District agrees to indemnify the NAACP for any claims, suits, judgments, or damages arising out of the negligent acts or willful misconduct of the School District. Nothing here in shall be deemed a waiver of section 768.28 Florida Statute. The NAACP agrees to indemnify and hold harmless the School District for all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the NAACP and its agents, subcontractors, and employees, in the course of the operation of this contract. Further, and to the extent provided under 768.28, Florida Statutes, the NAACP agrees to defend the School District, upon receiving timely written notification from the School District, against all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the NAACP and its agents, subcontractors, and employees, in the course of the operation of this contract. Where the School District and the NAACP commit joint negligent and intentional acts, the School District shall not be liable for, nor have any obligation to defend the NAACP with respect to the part of the joint negligent or intentional act committed by the NAACP. In no event shall the School District be liable for or have any obligation to defend against such claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the sole negligent or intentional acts of the NAACP. Nothing herein shall be interpreted to expand or enlarge the scope of the waiver of sovereign immunity for state agencies as provided in Florida Statutes 768.28, Florida Statutes and NAACP does not consent to be sued other than as provided by Florida law.

#### **Article IX**

##### **Severability**

If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties hereto contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

#### **Article X**

##### **Language and Form**

The form, or any of the language contained in this Agreement, shall not be interpreted or construed in favor of or against either party hereto as the drafter thereof.

**Article XI  
Confidentiality**

The NAACP will keep all records confidential to the extent required or allowed by applicable law. Any information received by the NAACP in the performance of this agreement from the School District, or from any student, parent, or guardian participating in activities conducted by the NAACP will not be shared or otherwise disseminated except as allowed or required by law. Nothing herein will in any way limit or otherwise affect the NAACP's obligations to maintain and allow access to public records as defined and required by applicable law.

**Article XII  
Notice**

All Written Notices required or allowed by this Memorandum of Agreement shall be delivered at the following addresses:

School District:        Jeff Eakins  
                                 School Superintendent  
                                 Hillsborough County Public Schools  
                                 901 East Kennedy Boulevard  
                                 Tampa, Florida 33602

NAACP:                    Yvette Lewis  
                                 NAACP Hillsborough County Unit 5139 President  
                                 308 Martin Luther King Blvd, Suite C  
                                 Tampa, Florida 33603

Notice shall be deemed to have been given upon (a) receipt by recipient if personally delivered; or (b) one day after delivery by a recognized overnight courier delivery service such as Federal Express or United Parcel Service.

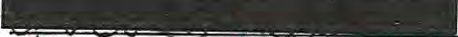
**Article XIII  
Modification**


This Agreement may be amended or modified by a written instrument executed by the duly authorized representatives of the parties' hereto. Similarly, no agreement that affects the provisions of this Agreement shall be valid unless made in writing and executed by the NAACP and the School District.

The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained therein.

**IN WITNESS WHEREOF**, The School Board of Hillsborough County, Florida and National Association for the Advancement of Colored People 5139 Tampa NAACP have executed this Agreement on the date first above written.

**ATTEST: For**

BY:   
**Yvette Lewis,**  
NAACP President  
Hillsborough County Unit 5139

BY:   
**Joseph W.J. Robinson P.E.,**  
NAACP 2nd Vice President  
Hillsborough County Unit 5139

Date Signed: 3/7/2019

Date Signed: 3-7-19

**ATTEST: For The School Board of Hillsborough County, Florida**

BY: \_\_\_\_\_  
Superintendent

BY: \_\_\_\_\_  
School Board Chair

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**EXTENSION TO MEMORANDUM OF AGREEMENT  
BETWEEN THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA  
AND  
NATIONAL ASSOCIATION FOR THE ADVANCEMENT  
OF COLORED PEOPLE 5139 TAMPA NAACP**

This Extension ("Extension"), is entered into this 18<sup>th</sup> day of May, 2021 between THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA, 901 E. Kennedy Blvd., Tampa, FL 33602, a public body hereinafter referred to as the ("School District") and NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE 5139 TAMPA NAACP, hereinafter referred to as the ("NAACP").

WHEREAS, on or around April 3, 2019 the School District and NAACP entered into a Memorandum of Agreement (the "MOA"), attached hereto as Exhibit "A";

WHEREAS, the purpose of such MOA is to provide an opportunity for mutual respect and dialogue that will assist in the expansion of the parameters of the NAACP and School District partnership to continue efforts in economic development, facilities maintenance/conditions for learning, PreK-20 Education, and ACT-SO programs/activities;

WHEREAS, in implementing the MOA certain aspects of the thereof do not accurately reflect the updated intent and understanding of the parties;

WHEREAS, Article I of the MOA outlines the cooperation and collaboration between the NAACP and the District.

WHEREAS, pursuant to Article XIII of the MOA, any agreement or modification to the MOA must be via a written instrument executed by the duly authorized representatives of the parties;

WHEREAS, the School District and NAACP desire to enter into this Extension to amend certain terms and conditions of the MOA as more particularly set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein and made a part hereof.
2. The capitalized terms used in this Extension and not otherwise defined herein shall have the same meanings as defined in the Agreement.
3. If any conflict should arise between the terms of the Agreement and this Extension, the terms of this Extension shall control

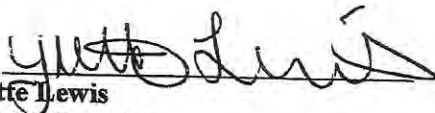
4. The first sentence following the heading "Activities" shall be replaced with the following sentence:

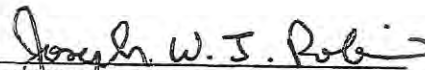
The Provider agrees to carry out the following activities: the NAACP has full use of select portables on the East side of Gary Adult School campus for the purpose of providing training, education, mentor space, and community partnership/engagement space with the intent to supplement the School District.
5. **Fixtures:** The Organization will erect no facility, building, structure, or fence, or install any apparatus, lighting, or equipment without the prior written consent of the School's Chief Facilities Officer.
6. **Conduct:** The Organization shall not allow or conduct any prohibited or illegal activities at the Site. The Organization shall at all times act in compliance with all applicable laws, codes, ordinances, etc., including, but not limited to, restrictions on noise and lighting. The Organization will be responsible for, and will provide supervision of, all persons who enter the property or Site in connection with the activities conducted by the Organization and the Organization will be solely responsible for the conduct and actions of those persons and for any damage or injury caused by each, any or all of them to any other person or to property.
7. **Discrimination:** During the performance of this Agreement, the Organization shall not discriminate against any employee, applicant, or user of the facilities because of race, color, religion, age, sex, handicap, or disability, national origin, sexual orientation, familial status, or marital status, nor will the Organization deny any person the opportunity to participate in activities conducted on the Site, except pursuant to legitimate uniformly applied restrictions or classifications based on age or physical size.
8. **Sublease:** The Organization does not have the right to sublease to, or allow, any other organization or person to use any portion of the Site during the term of this Agreement.
9. Except as herein modified and amended, the terms and conditions of the MOA are hereby ratified and affirmed and shall remain in full force and effect.
10. **Insurance:** The Organization or its subcontractors shall provide the School with proof of general liability insurance to cover all of its and its subcontractors' activities at the Property with an amount of \$500,000 per accident and \$1,000,000 per occurrence. "Hillsborough County Public Schools, 901 E. Kennedy Blvd., Tampa, FL 33602", must be listed as "Additional Insured" as well as "Certificate Holder" on the insurance certificate and shall be provided to the Procurement Department.

11. This Extension may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered electronically or by facsimile and any such executed counterpart delivered electronically or by facsimile shall be deemed an original.
12. This Extension shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives and successors.

ATTEST:

**NAACP**

BY:   
Yvette Lewis  
NAACP President  
Hillsborough County Unit 5139

BY:   
Joseph W.J. Robinson, P.E.,  
NAACP 2<sup>nd</sup> Vice President  
Hillsborough County Unit 5139

Date Signed: 4/21/21

Date Signed: April 8, 2021

**The School Board of Hillsborough County, Florida**

BY: \_\_\_\_\_  
Addison Davis  
Superintendent

BY: \_\_\_\_\_  
Lynn L. Gray  
School Board Chair

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_