

**SUBRECIPIENT AGREEMENT BETWEEN
CITY OF ORLANDO AND
CENTRAL FLORIDA URBAN LEAGUE
FOR THE PROVISION OF CAREER AND WORKFORCE
TRAINING TO COVID-19 IMPACTED INDIVIDUALS**

THIS AGREEMENT, (“Agreement”) made and entered into this 9th day of November, 2020, by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, (“the City”), and **Central Florida Urban League** (“the Agency or CFUL”).

WITNESSETH THAT:

WHEREAS, the CITY entered into a Subrecipient Agreement with Orange County, Florida, in an amount not to exceed \$225,000 from a federal subaward issued by the **U.S. Department of the Treasury** for the specific purpose to provide career and workforce training to COVID-19 impacted individuals residing in Orange County, Florida (“Federal Award”); and

WHEREAS, the City and the Agency have previously entered in an Agreement by the date of September 19, 2019 to provide an established job training program, entitled “Blueprint 2.0” that supports short-term, high demand, career training services; and

WHEREAS, the CITY and Agency hereby agree to enter into this separate Subrecipient Agreement to carry out the terms of the Federal Award to provide career and workforce training to individuals impacted by COVID-19 in Orange County, Florida; and

WHEREAS, the Agency will provide such services and programs (collectively the “Services”) related to carrying out the provisions of the Federal Award and as are set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, these Services benefit, in whole or in part, the citizens of Orange County, Florida and the City has determined that there is a public need for such Services and that a valid public purpose in promoting the general health, welfare and safety of the citizens of Orange County, Florida would be served by funding the Services; and

WHEREAS, the funds to be granted to the Agency shall be spent by December 30, 2020; and

WHEREAS, the parties mutually desire to enter into this Agreement whereby the Agency will receive and disburse the aforementioned funds of the City for the purpose of providing the Services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. **INCORPORATION OF PREAMBLE.** The preamble of this Agreement set forth above is true and correct and is incorporated herein by this reference as if fully set forth below.

2. **FUNDING; PERFORMANCE OF SERVICES.** The City will disperse, via its Subrecipient Agreement with Orange County, Florida for the period commencing October 1, 2020, and ending December 30, 2020, the not to exceed sum of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) to be administered and disbursed to the Agency (“Funds”) solely for the Services related to the provision of career and workforce training to COVID-19 impacted individuals in Orange County, Florida as further set forth herein and as described on **Exhibit “A”**. Agency hereby agrees to provide and perform the Services in accordance with the terms and conditions set forth in this Agreement.

3. **COMPLIANCE WITH FEDERAL TERMS.** In compliance with the terms of the Federal Award and 2 CFR 200, the Agency shall comply with the following:

- a. Utilize the U.S. Department of Homeland Security’s E-Verify system, and require any subcontractor providing services, to verify the employment eligibility of all employees performing work or services related to this Agreement;
- b. Comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* as found in 2 CFR Part 200;
- c. Comply with the contract provisions found in Appendix II of 2 CFR Part 200 (“**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**”) in all contract into which it enters while expending the funds under this Agreement, attached and incorporated herein to this Agreement as **Exhibit “B”**;
- d. The Agency shall keep an account of all purchases made for the City’s review for compliance with this Agreement, the Federal Award, and any directives issued by the City or Orange County;
- e. Comply with the terms of **Article 24 “Federal Contract Terms”** as set forth and attached hereto and incorporated herein as **Exhibit “C”** the Subrecipient Agreement between the City and Orange County, FL.
- f. File a *Certification Regarding Lobbying* attached to this Agreement as “**Form 1.**” The Agency shall certify to the City that it shall not use, and has not used, federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC Sec. 1352; and disclose to the City any lobbying with non-federal funds that take place in connection with obtaining any federal award. Such disclosures will be forwarded to the Federal Awarding Agency.
- g. The Agency, by entering into this Agreement, certifies that (i) it does not appear on a suspension or debarment list as found on the System for Award Management “SAM”

Exclusions list; (ii) and it shall notify the City if its status under the SAM system changes in any way during the term of this Agreement.

4. **PAYMENTS.** In order to obtain payment, the Agency shall invoice the City for eligible expenditures pursuant to the terms of this Agreement. The City shall make payments in accordance with the Local Government Prompt Payment Act, Section 218.70 et. Seq, Florida Statutes and in accordance with the terms of this Agreement. Any funds received by the Agency which are not expended by the Agency to provide or perform the Services set forth herein prior to December 30, 2020, shall be repaid to the City no later than January 30, 2021, unless an extension of time for such expenditure is granted by the City's MBE Division Manager in writing.

5. **PROGRESS AND FINANCIAL REPORTING.** The Agency agrees to submit progress and financial reports in a form and content acceptable to the MBE Division Manager. At a minimum, subject to requests for additional information by the MBE Division Manager, such progress reports shall detail the outputs, outcomes, and progress the Agency has made in accomplishing the objectives of the Scope of Services as set forth in Exhibit "A". Progress reports shall be submitted on a monthly basis and are due by the 10th of the month subsequent to the provision of services of which the Agency is reporting. Moreover, the reports shall be consistent with the Services detailed herein and shall identify expenditures associated with or related to the Funds. Failure to comply with the requirement for submission of such reports in form and content acceptable to the MBE Division Manager shall constitute grounds for termination of this Agreement and may result in the ineligibility of the Agency to receive contributions from the City. The progress and financial reports may be provided to the City in a digital medium and electronic signatures are acceptable.

6. **NONDISCRIMINATION.** The Agency agrees that it shall not unlawfully discriminate in the provision of Services. Agency shall provide Services without regard to race, color, creed, sex, sexual orientation, age, national origin, disability or marital status and in compliance with Chapter 57 of the Code of the City of Orlando, Title VII of the Civil Rights Act of 1964 as amended, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated. Agency shall not use any portion of the Funds for religious instruction, worship, proselytizing, or any other unauthorized purpose.

7. **ACCOUNTING AND AUDIT.** The Agency, and its subcontractors (if any) that are providing services, or otherwise performing, pursuant to this Agreement shall abide by the requirements of this Section.

- a. The Agency shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall be in compliance with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the financial activities.
- b. The Agency shall establish and maintain separate accounting records for the Agency's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are

allowable, necessary, and reasonable under this Agreement, the Federal Award, and any directives issued by the Federal Awarding Agency.

- c. The Agency shall furnish the City with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the City, in its sole discretion, to adequately evaluate the Agency's performance under this Agreement.
- d. All records that are created, utilized, or maintained for the purpose of fulfillment of the Agency's obligations pursuant to this Agreement, whether paper or electronic ("Relevant Records"), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement.
- e. In the event litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.
- f. The Agency shall permit the City, the County, the Comptroller of Orange County (the "Comptroller"), the Federal Awarding Agency, the Comptroller of the General of the United States or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.

8. **STUDENT RECORDS.** The Services contemplated by this Agreement do not require the release of confidential student information (i.e. social security number, health records, etc.) to the City.

9. **TERMINATION.** This Agreement may be terminated by either party at any time, with or without cause, upon written thirty (30) day notice to the other party. Said notice shall be delivered in the manner set forth in Paragraph 20 below. The termination of this Agreement shall not relieve the Agency from any obligations under this Agreement with respect to funds paid to the Agency prior to termination. The Agency is subject to **Article 22 "Termination"** of the attached **Exhibit "C"** Subrecipient Agreement between the City and Orange County, Florida.

10. **INDEMNIFICATION.** The Agency agrees to indemnify, defend and save harmless the City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with any or all of the following: (1) the acts or omissions of the Agency, its employees, officers, Directors, sub-recipients or agents related to this Agreement, or (2) the provision of any Services by the Agency, its sub-recipients or agents. Nothing in this Agreement shall be deemed to affect the rights privileges, or be deemed a waiver of, or limitation of sovereign immunity protection and limitations of liability pursuant to section 768.28 Florida Statute.

11. **NO WAIVER.** Continued performance by either party after a default or violation of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement or elect any other remedy or action, nor shall it be construed or act as a waiver for any subsequent default.

12. **CONSTRUCTION; SEVERABILITY.** This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed to by the parties that if any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent

jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions contained herein.

13. **NONASSIGNABILITY.** The Agency may not assign its rights or obligations under this Agreement without the prior written consent of the Chief Administrative Officer (“CAO”) which assignment may be agreed to, denied, or conditioned in part or in whole as the CAO deems appropriate in his or her sole discretion. A successor agency does not automatically have any rights to the Funds disbursed under this Agreement by its position as a successor. A successor agency must receive prior approval from the CAO before it can receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

14. **THIRD PARTY BENEFICIARY.** This Agreement is solely for the benefit of the parties signing hereto and no right, nor any cause of action shall accrue to or for the benefit of any third party.

15. **NO JOINT VENTURE.** It is mutually understood and agreed that nothing contained in this Agreement is intended to or shall be construed as creating, or shall in any way create or establish a relationship as partners or joint ventures between the parties hereto or constitute the Agency as the agent or representative of the City for any purpose or in any manner whatsoever.

16. **VENUE.** Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the Circuit Court of and for Orange County, Florida and shall be governed by the laws of the State of Florida. The Agency agrees to notify the City in writing within ten (10) business days of the occurrence of any incident or action such as, but not limited to, lawsuits, injuries, or allegations of abuse or neglect filed against the Agency, related to the Services provided under this Agreement.

17. **INSURANCE.** The Agency will have in force during the term of this Agreement the insurance coverages consistent with the Statement of Insurance attached as set forth in **Article 18, Paragraphs A-G** of the Subrecipient Agreement between the City and Orange County, Florida (as referenced in **Exhibit “C”**). All

18. **ENTIRE AGREEMENT.** This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed to by the parties. No other agreement, oral or written, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

19. **NOTICE.** Any and all notices to be delivered hereunder shall be in writing and shall be deemed to be delivered:

- (i) when hand delivered to the person hereinafter designated,
- (ii) on the date of deposit in the United States Mail, return receipt requested, or
- (iii) on the date such notice is given into the possession of a national delivery company, including but not limited to Federal Express, for delivery requiring signature acceptance,

addressed to a party at the address set forth below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith. The MBE Division Manager shall have full authority to send all notices related to this Agreement on behalf of the City. The parties' addresses are as follows:

City: City of Orlando
Attention: Janeiro Coulter, MBE Division Manager
Executive Offices - CAO
P.O. Box 4990
Orlando, Florida 32802-4990

Agency: Contact: Glenton Gilzean, Jr.
Title: President/CEO
Central Florida Urban League
Address: 2804 Belco Drive Orlando, FL 32808
Telephone: 407-841-7654
Email: GGilzean@cful.org

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals the day and year first above written.

CITY OF ORLANDO, FLORIDA

BY _____
Chief Administrative Officer

ATTEST:

Stephanie Herdocia, City Clerk
City of Orlando, Florida

APPROVED AS TO FORM AND LEGALITY,
for the use and reliance of the
City of Orlando, Florida only.

_____, 2020

Assistant City Attorney
City of Orlando, Florida

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CENTRAL FLORIDA URBAN LEAGUE

By: _____
Glenton Gilzean, Jr.
President/CEO

Address

Federal ID Number _____

STATE OF FLORIDA }

COUNTY OF ORANGE }

PERSONALLY APPEARED before me, the undersigned authority,
_____, [] well known to me or [] who has produced his/her
_____ as identification, and known by me to be the
_____ of the agency named above, and acknowledged before
me that he/she executed the foregoing instrument on behalf of said agency as its true act and deed,
and that he/she was duly authorized to do so.

WITNESS my hand and official seal this _____ day of
_____, 2020.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: