

**SEMINOLE STATE COLLEGE OF FLORIDA
SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement (“Agreement”) is entered into as of the ____ day of May, 2022 between the **District Board of Trustees of Seminole State College of Florida** (hereinafter “College”), a political subdivision of the State of Florida and member of the Florida College System located at 100 Weldon Boulevard, Sanford, FL 32773, and the Hernando County School District (hereinafter “Subrecipient”), a political subdivision of the State of Florida, located at 919 N. Broad St., Brooksville, FL, 34601, who shall be collectively referred to as the “Parties”.

Recitals

WHEREAS, the College is the recipient of the CRRSA GEER II-Workforce Education Initiatives – Registered Apprenticeships and Preapprenticeship Grant from the Florida Department of Education bearing TAPS number 22B108 (“Grant”) and desires to have a subrecipient perform a portion or all of the scope of work for the Grant; and

WHEREAS, Subrecipient has represented that it has the ability to perform such work and has agreed to abide by the applicable terms and conditions of the Grant as contained in the Grant proposal/application, agreement, contact and/or award notice, all of which are incorporated herein by reference (collectively, the “Grant Documents”); and

WHEREAS, Subrecipient has reviewed the Grant Documents, their requirements and such additional materials as it deems reasonably necessary and has assured the College that it would be a qualified subrecipient for a subaward under the Grant.

NOW THEREFORE, in consideration of the mutual covenants set forth herein below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, College and Subrecipient hereby agree as follows:

I. Grant Information

Federal Award Identification:	Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, 2021, Pub. L. No. 116-260 – Governor’s Emergency Education Relief Fund (GEER)
Subrecipient corporate name:	Hernando County School District
Subrecipient's DUNS/UEI number	YCUWLQKQLHK7
Does the Subrecipient’s name match the registered name in DUNS/UEI?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Name of Prime awarding agency and contact information for awarding official (“Grantor”):	Florida Department of Education Charles Feehrer (805)245-0915 Charles.Feehrer@fldoe.org
Federal Award Identification Number (FAIN):	S425C210052
Federal Award Date:	1/8/21
Subaward Period of Performance Start and End Date:	May 1, 2022 through September 30, 2023

Amount of Federal Funds Obligated by this action:	\$1,173,900
Amount of non-Federal Funds and Source:	0
Total Amount of Federal Funds Obligated to the Subrecipient:	\$1,173,900
Total Amount of the Federal Grant Award:	\$12,000,000
Federal award program or project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):	U.S. Department of Education - CARES Act: Governor's Emergency Education Relief Fund (GEER)
Subaward Number	
CFDA Number and Name:	84.425C
Is the Grant Award R&D?:	No
Administrative cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs):	Limited to 5% of the Subrecipient's total award
The approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the College and the Subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in 2 CFR §200.414 Indirect (F&A) costs, paragraph (b). (Attach rate agreement)	
Maximum Amount of Funds that may be allocated to Subrecipient ("Maximum Subrecipient Allocation")	\$1,173,900
Payment Cycle:	Monthly
Reporting Cycle:	Quarterly

II. General Requirements and Provisions

1. **Exhibits:** The following exhibits are attached to this Agreement and are incorporated by reference and made a part of this Agreement:

Exhibit	Title
A	Notification of Award to Seminole State College of Florida
B	Statement of Work
C	Budget
D	College and Subrecipient Contact Information (D1 and D2)
E	Additional Conditions and Requirements
F	Reporting Requirements and Financial Consequences
G	Certifications

2. **Payment Cycle:**

A. Cost Reimbursement

- Subrecipient must submit requests for payment to Seminole State College for allowable costs incurred by the 5th of each month with proper documentations such

Subrecipient Agreement between SSC and HCSD-2

as General Ledger print out, invoices, and copies of cleared/paid checks and credit card statement and/or other proof of payment acceptable to the College.

Reimbursements are subject to legality of the expenditures, availability of funds, and appropriate budget authority as specified in the grant.

- As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

B. Advance Payment

- Subrecipient must submit requests for payment of anticipated expenditures by the 5th of each month, including justification to support when goods or services will be received and paid (Anticipated Expenditure Request).
- Anticipated Expenditure Request is defined as;
 - Allowable expenditures that must be disbursed within 72-hours (3 days) of receipt in the Subrecipient's account *and*
 - be recorded on the General Ledger as disbursed within the 72-hour (3 day) time limit.
- Fiscal Validation Report:
 - Within 10 days of receipt of Anticipated Expenditures payment, Subrecipient must submit to Seminole State College expenditure validation documents, including General Ledger print out showing disbursement of funds, invoices, and copies of checks within 72-hour (3 day) window.
 - As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”
 - Funds received for Anticipated Expenditures must be returned to the College if not disbursed within the 72-hour (3-day) window.
- Until otherwise informed, all Anticipated Expenditure Requests and Fiscal Validation Reports must be emailed to Jeri Beel at beelj@seminolestate.edu.

3. **Statement of Work:** Sub-recipient shall supply all personnel, equipment, and materials necessary to accomplish the tasks set forth in the Statement of Work.

Subrecipient agrees to all of the requirements imposed on the College contained in the Grant Documents, so that the Grant Award is used in accordance with applicable federal and state statutes, rules, regulations and the terms and conditions of the Grant Award. Subrecipient shall provide College with progress reports in such form and quantity and at such times as may be required by the College and/or the Grantor.

4. **Compensation and Purchases:** The funds allocated to Subrecipient in connection with the Grant and this agreement shall not exceed the amount indicated in Section I entitled "Grant Information". The funds for this Agreement are provided pursuant to the Grant and shall be expended in accordance with the budget ("Budget") attached as Exhibit C. The Budget reflects the only manner that the Subrecipient is authorized to expend the funding pursuant to this Agreement. The College is not liable for any cost in excess of the Maximum Subrecipient Allocation indicated above.

All purchases shall be in accordance with the provisions of the Grant documents and applicable federal and state regulations. If grant funds are used to purchase equipment items, Subrecipient shall comply with all applicable Grant, federal and state requirements regarding equipment, including, but not limited to, actions related to acquisition, usage, management, inventory, and disposition as referenced in grant compliance documents described in Exhibit A. At a minimum, Subrecipient's property management standards for grant-funded equipment shall include all of the following

- a. a description of the equipment;
- b. manufacturer's serial number, model number, or other identification number;
- c. source of the equipment, including the award number;
- d. information regarding whether title vests in the Subrecipient or the federal government;
- e. acquisition date and cost;
- f. information from which one can calculate the percentage of Federal participation in the cost of the equipment (if applicable);
- g. location and condition of the equipment and the date the information was reported;
- h. unit acquisition cost; and
- i. ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the Federal awarding agency for its share.

5. **Invoicing and Payment:** The College shall provide advance payment to the Subrecipient for anticipated allowable costs chargeable to the College in accordance with the Budget, upon receipt of an Anticipated Expenditure Request submitted by Subrecipient, approved by the Project Manager and the College's Office of Business Affairs, and contingent upon receipt of funds from the Grantor. The College shall advance payment to the Subrecipient not more often than the

Payment Cycle indicated in Section I. The Subrecipient shall submit purchase orders (or other appropriate documentation supporting the requested anticipated expenditures) that are complete, signed and provide all required and sufficient backup documentation for all anticipated costs indicated in such request. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit or other type of finding against Subrecipient or the identification of any practice that, in the College's sole discretion, will lead to such a finding.

College reserves the right to reject an Anticipated Expenditure Request upon reasonable grounds. All requests shall be submitted using Subrecipient's standard invoice, but at a minimum, the request shall include the Grant identification information (Name of Grant, FAIN, current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice). Invoices that do not reference the subaward number shall be returned to Subrecipient. Requests and questions concerning Anticipated Expenditure Requests receipt or payments should be directed to the Project Representative or designee for review prior to forwarding to the College's Director, Finance and Accounting Services.

College shall not be responsible for reimbursement of any expenses that cannot be documented as having been purchased, delivered, and used in support of the approved grant activities prior to the last day of the approved Subaward Period of Performance.

6. Reporting: The Subrecipient shall submit the reports regarding the Grant funded program or project to the College in accordance with the reporting cycle outlined in Section I and the exhibits attached hereto. As outlined in Exhibit F, the College will review these reports and use them to monitor progress of the deliverables outlined in the Scope of Work. Time is of the essence for submission of the reports to the College so that the College may have an opportunity to review the documentation, require additional information if necessary, and timely submit reports to the Grantor. Failure to adhere to this provision may result in termination of this Agreement.

The Subrecipient shall submit the final disbursement report by October 10, 2023, (10 days after the grant period ends September 30, 2023).

7. Contract Representatives: The Parties have designated the persons indicated in Section I (Exhibit D) to be the contract representatives. The Subrecipient's Authorized Organizational Representative, Administrative Contact, and Project Director shall be responsible for the performance of the Scope of Work. Changes in the Project Director, reduction of Project Director's effort by more than 25% or the absence of Project Director for more than three (3) months shall require prior written approval from the College's Project Manager.

8. Changes or Modifications of the Scope of Work or Budget: Changes or modifications to the Scope of Work or Budget are subject to the approval of the College and should be submitted to the College's Administrative Contact listed in Exhibit D1 following guidance in the Project Application and Amendment Procedures for Federal and State Programs (Green Book). Certain modifications may require additional approval by the Grantor.

Subrecipient agrees to accept changes to the Subaward that either: (i) are within the scope of the Scope of Work and are made by the Grantor to the Award as a matter of right pursuant to the terms of the Grant; (ii) consist of an extension of the Grant term at substantially equivalent levels of Subrecipient compensation; or (iii) consist of adjustments to deliverables under the Grant Award requiring substantially equivalent effort and expense from Subrecipient at substantially equivalent levels of Subrecipient compensation.

9. Conditions of Acceptance: Subrecipient agrees to abide by all of the additional requirements that the College imposes on the Subrecipient in Exhibits E and F in order for the College to meet its own responsibility to the Grantor, including identification of any required financial and performance reports. Subrecipient agrees to be bound and abide by all applicable regulations contained within the Grant Documents.

10. Audits and Inspections: The Subrecipient agrees to permit the College and its designees to have access to the Subrecipient's records and financial statements as necessary for the College to meet the requirements of 2 CFR Sections 200.300 - 200.309, 2 CFR Subpart F – Audit Requirements and perform audits in accordance with all other applicable federal, State of Florida or College laws, rules, regulations, policies and procedures.

Subrecipient's facilities (or any such part thereof that may be engaged in the performance of this Agreement) and records shall be subject at all reasonable times to inspection and audit by the College or its designee. Site visits for monitoring purposes may also include observing Grant activities and interviewing employees and participants.

With a minimum of thirty (30) day's prior notice, Subrecipient shall provide notice to the College's Contract Representative that it is anticipated that the total amount of its federal award(s) for a respective fiscal year equals or will exceed the threshold set forth in 2 CFR Section 200.501 Audit requirements. In accordance with Subpart F – Audit Requirements, once Subrecipient reaches that threshold, Subrecipient agrees to have such an audit conducted, in accordance with Subpart F or other applicable audit regulations, at its own expense. Within thirty (30) days of completion of the audit, Subrecipient agrees to provide the College with notice of completion of the audit and shall provide the College with a copy of the audit upon its request. Such notice shall include whether or not there were adverse findings which impact the Grant or Grant activities, whether there were material discrepancies or errors in reporting.

The Subrecipient agrees to make the necessary programmatic and financial adjustments, as determined by the College or the Grantor, in their sole discretion, if it is determined that the results of the Subrecipient's audits, on-site reviews, or other monitoring indicate conditions related to Grant or Grant activities that necessitate adjustments. The College may take enforcement action against the Subrecipient, if it is noncompliant, as described in 2 CFR Section 200.338.

On an annual basis, the Subrecipient shall provide a copy of any grant related audits, and the management letter related thereto, to the College for review. Subrecipient will be responsible for any audit disallowances associated with the tasks identified in this Agreement.

11. Failure to comply with the General or Specific Conditions of the Grant Award: In the event that the College determines that the Subrecipient has failed to meet the expected performance

goal of the Agreement or the Grant Award, then the College may impose additional conditions for the Subrecipient's performance in accordance with 2 CFR Section 200.207, may take other enforcement actions as described in applicable law, terminate the Agreement or take other measures in accordance with this Agreement and all applicable law.

Additional Provisions

12. Conflict of Interest Policy: Subrecipient and its employees and agents shall abide the applicable federal, state and College's statutes, laws, rules, regulations, codes, policies and procedures related to the Grant, including annual compliance recertifications.

13. Term and Termination: This Agreement shall commence and end in accordance with the Subaward Period of Performance Start and End Dates indicated in the Section I. The Agreement may be terminated before the End Date(s) if:

- a. Notice is sent from the Grantor or its designee that funding is no longer available for the Grant, then the termination of this Agreement shall be effective on the date of the College's receipt of such notice from the Grantor or its designee or the date of termination of the Grantor, whichever is later.
- b. This Agreement may be terminated by either party with sixty (60) days' prior written notice to the other party.

The Parties shall terminate provision of services in accordance with or upon receipt of such notice and shall provide all supporting documentation, as may be required following the termination of the Grant. Subrecipient shall furnish all necessary data and final reports as may be required for the Grant or the closeout of the Grant.

In the event of termination, Subrecipient shall be entitled to payment for acceptable and allowable work performed under this Agreement, and for all uncancellable obligations made in connection with such work, through the date of termination. Any prepaid but unearned funds shall be promptly repaid by Subrecipient to the College, and if Subrecipient is due a payment for services, a credit for the prepaid amount shall be taken by the College.

The Parties agree that in the event Subrecipient is in default upon any of its obligations hereunder at the time of termination, the College shall be entitled to pursue any rights or remedies which it may have against Subrecipient by reason of such default.

14. Independent Contractors: The Parties agree that this Agreement does not create an employment relationship, partnership, or joint venture between the College and Subrecipient, its employees and agents. Neither party nor its employees shall be deemed employees of the other for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the other.

Subrecipient is engaged as an independent contractor. Neither party has the authority to bind any other party in contract or to incur any debts or obligations on behalf of any other party, and no party (including any employee or other representative of a party with responsibility for program matters) shall take any action that attempts or purports to bind any other party in contract or to incur any debts or obligations on behalf of any other party, without the affected party's prior written approval.

15. Financial Management Systems: Subrecipient shall maintain acceptable financial management systems during the term of the Agreement. Such systems shall provide: i) accurate, current, and complete disclosure of the financial activity under this Agreement; ii) records that identify the source and application of Grant related funds; iii) effective control over and accountability for all funds, property, and other assets; iv) comparison of actual outlays with the Budget; and v) accounting records supported by source documentation. Failure to comply with the terms of this section may lead to termination of this Agreement.

16. Public Records: This Agreement is subject to Florida's public records laws and may be subject to the Freedom of Information Act (FOIA), as may be amended. The Parties understand the broad nature of these laws and agree to comply with Florida's public records laws and all other applicable laws relating to access and retention of records.

17. Records Retention: The Parties shall maintain records related to the Grant and this Agreement in accordance with all applicable laws. Subrecipient shall maintain all books, records, documents and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs incurred by Subrecipient during the term of the Agreement for five (5) years from the termination of the Agreement. In addition, at any time during the performance period, the College shall have the right to require Subrecipient to furnish within four (4) business days of receipt of written notice, documents, notes and files collected or prepared by Subrecipient in connection with the Grant.

18. Indemnification: Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its trustees, officers, directors, employees, or agents to the extent allowed by law. The Parties agree to indemnify and hold harmless the other party, its trustees, officers, directors, employees and agents from any and all costs, claims, suits, judgments, liabilities, losses, damages or expenses, caused in any way by the indemnifying party arising out of this Agreement.

The College's agreement to indemnify and hold harmless is limits, limitations and provisions of Section 768.28, Florida Statutes, as may be amended. In the event that the Subrecipient is the State of Florida, or any political subdivision thereof, then its agreement to indemnify and hold harmless is subject to the provisions, limits and limitations of Section 768.28, Florida Statutes, as may be amended.

19. Insurance: The Subrecipient shall, at its own expense, procure and maintain the following insurance throughout the term of this Agreement:

- a. Workers' Compensation Insurance, as required by Florida Statute 440.

- b. Commercial General Liability Insurance, including contractual liability coverage, with minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- c. Auto Liability Insurance, covering all owned, hired or non-owned vehicles used in the performance of this Agreement.

All policies shall be written with companies rated no less than A as to management and Class VII as to financial strength by AM Best and shall be endorsed to provide a minimum 30-day written notice of cancellation to the College. The Subrecipient shall provide the College's Office of Risk Management with an original Certificate of Insurance and policy cancellation endorsements, as evidence of the insurance required herein. Subrecipients that are governmental entities shall, in lieu of the requirements above, provide a Certificate of Insurance to the College as evidence of the coverage afforded them under applicable state statutes.

In the event that the Subrecipient is the State of Florida or a political subdivision thereof, a Certificate of Insurance as evidence of general liability and auto liability insurance shall be provided as evidence of coverage subject to the provisions of Section 768.28, Florida Statutes, as may be amended, and Workers' Compensation, as required by FS 440.

20. **Notices:** All notices, requests and demands to be made or given to the Parties hereto shall be in writing and shall be delivered by hand or sent by courier or sent by registered or certified mail, postage prepaid, return receipt requested, through the United States Postal Service, to the persons identified in Exhibit D as each party's Authorized Organizational Representative (AOR) with a copy to each party's Administrative Contact and Project Director/Manager. Such notices, requests and demands, if sent by mail, shall be deemed given three (3) days after deposit in the United States mail, and if delivered by hand or courier, shall be deemed given when delivered or refusal to accept delivery.

A duly authorized representative of each party may change the persons designated above to receive notices or serve as the contract liaison by sending written notice thereof to the other party, without written amendment to the Agreement.

21. **Nonliability:** Neither the College nor the Subrecipient assume liability for any third party claims for damages arising out of this Agreement.

22. **Publicity:** It is agreed by each party that no publicity materials having or containing any reference to the other party regarding this Agreement shall be made use of without prior written approval of the other party. Neither party shall use the name of the other party, or the name of any faculty member, employee, or student of the other party, in connection with the Agreement in any product, service, promotion, news release, or other publicity without the prior written permission of the other party and, if an individual's name be concerned, of that individual.

Notwithstanding the foregoing, if a party receives an inquiry from the media regarding the Grant or this Agreement, the party shall notify the other party prior to making such statement.

23. **Publications:** Researchers engaged in this Grant activity shall be permitted to present the methods and results of the Grant activities at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing provided, in the case of presentations, the Subrecipient shall provide the College with a summary of any presentation material a minimum of ten (10) days prior to such presentation date. In the case of publications, the Subrecipient shall provide to the College copies of any proposed publication a minimum of thirty (30) days in advance of the submission of such proposed publication to a meeting, journal, editor, or other third party.

In order that information concerning scientific, software or technical developments conceived or first actually reduced to practice in the performance of the Grant activity is not prematurely published so as to adversely affect the patent, copyright or proprietary interests of the College in any information it has conveyed to Subrecipient, after receipt of the copies set forth above, the College shall have thirty (30) days to object in writing to such proposed presentation or proposed publication. In the event that the College makes such objection, said Researcher(s) shall refrain from making such publication or presentation for a maximum of six (6) months from date of receipt of such objection in order for the College to take appropriate action. Such delay shall not, however, be imposed on the filing of any student thesis or dissertation.

All reports and papers of research and other activities conducted under this Agreement shall comply with the directive included in the grant notification by acknowledging the following:

Each party shall have the right to publish and disseminate information derived from the performance of work under this Agreement. Qualification for authorship shall be in keeping with generally accepted criteria. Subrecipient shall provide College with a copy of any proposed publication for review thirty (30) days prior to submission. The College shall provide comments to the Subrecipient within fifteen (15) days of receipt.

24. **Nondiscrimination:** Subrecipient, in compliance with applicable federal and state laws, shall be committed to the policy that all persons shall have equal access to programs and employment without regard to, and the Subrecipient shall not discriminate on the basis of, race, color, sex, religion, ancestry, national origin, age, disabilities, veteran status, or sexual orientation.

25. **Certification:** Subrecipient certifies that the certifications attached in Exhibit G are true and correct and that it is not currently under suspension or debarment by the State of Florida, the federal government or any other state or local government. Subrecipient agrees that in the event that it becomes under suspension or debarment by these governmental agencies that it shall notify the College within one (1) business day of receipt of such notice and that the College shall have the option to terminate this Agreement.

26. **Ownership of Intellectual Property:** The Grant documents shall determine the rights in ownership and disposition of copyrights, patents, trademarks and trade secrets ("Works") created as a result from the performance of the Grant requirements. In the event that the Grant documents are silent on the issue of the disposition of Works, then the parties agree that any and all Works created by the Subrecipient in the performance of this Agreement are on behalf of the State of Florida and shall be considered "Work Made for Hire," as that term is defined in the Copyright Act, 17 U.S.C. Section 101 et seq. To the extent that the Works are determined by a court of

competent jurisdiction or the Register of Copyrights not to be made a “Work Made for Hire”, Subrecipient hereby irrevocably assigns all rights, title and interest in the Works created as a result of the performance of this Agreement and owned by the Subrecipient to the State of Florida. Subrecipient also agrees to execute any and all documents necessary or deemed appropriate to effectuate a complete transfer of ownership of all rights to the Works, throughout the world to the State of Florida.

27. **Force Majeure:** Neither party is responsible to the other for nonperformance or delay in performance of the terms and conditions herein due to a force majeure, including, but not limited to the acts of government, fire, flood, war, riots, acts of God and other causes beyond the control of the performing party. In the event that a party’s nonperformance is as a result of a force majeure, that party shall send notice thereof and its performance shall be extended for the period that the force majeure is in effect; except that any such force majeure event shall not extend the End Date(s) of this Agreement.

28. **Assignment and Subcontracting:** Subrecipient shall not assign, transfer, or subcontract any of its interests or obligations hereunder without the prior written consent of the College, which may be given or withheld in College’s sole discretion.

29. **Taxes, Licenses and Fees:** Subrecipient will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits, fines, penalties or other payments, if any, required by federal, state, or local law or regulation in connection with Subrecipient’s performance of this Agreement.

30. **Severability:** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

31. **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Florida, without regard to conflict of laws issues. Any legal proceedings regarding this Agreement shall be held in the applicable federal or state court having jurisdiction over Seminole County, Florida.

32. **Drafters:** Preparation of this Agreement has been a joint effort of the College and the Subrecipient and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

33. **Entire Agreement:** This is the entire agreement between the Parties. The terms herein supersede any prior agreement between Parties regarding the Grant. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement, which is intended to be binding upon the Parties. Any amendment to terms and conditions of this Agreement shall be in writing and signed by each party’s authorized representative.

34. **Order of Precedence:** In the event of any inconsistency between the Grant Documents, this Agreement and the exhibits, the inconsistency should be resolved by giving precedence to the

documents in the following order: the Grant Documents, this Agreement, and the exhibits.

35. This Agreement is subject to the terms and conditions of the Grant and its appropriate laws and regulations. By signing below Subrecipient accepts terms and conditions of the Grant and makes the certifications and assurances shown in Exhibit G.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Subrecipient Agreement to be executed by their duly authorized officials who have signed below.

Hernando County School District	District Board of Trustees of Seminole State College of Florida
By: _____ Print Name: Print Title:	By: _____ Name: Georgia L. Lorenz, Ph.D. Title: President
Attest:	Attest:
By: _____ Print Name: Print Title:	By: _____ Print Name: Print Title:

APPROVED
By Nancy Alfonso at 10:40 am, Jul 14, 2022