



# MEMORANDUM

DATE: Novemebr 17, 2025

TO: City Commission

FROM: Jordan Smith, Director, Planning and Development Services

THRU: Doc Dougherty, City Manager

SUBJECT: Resolution No. 2025-93, Authorizing the City Manager or designee to execute the agreement with Bright Community Trust, Inc.; To administer the Community Land Trust program as authorized by the Local Housing Assistance Plan. (Quentin Grose, Housing Coordinator Supervisor)

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**REFERENCES:** Community Land Trust, Attainable Housing

**Request:** Adoption of Resolution No. 2025-93 to authorize the City Manager or designee to execute the agreement with Bright Community Trust, Inc.

**Discussion:** The Housing and Community Development division recommends adoption of Resolution No. 2025-68, establishing a Community Land Trust (CLT) Program in the City of Deltona. While the City previously adopted Resolution 2024-81 and relied on findings from the Shimberg Center for Housing Studies indicating a regional surplus of affordable housing units in the 0-120% Area Median Income (AMI) range, local data and resident experiences continue to show a significant shortage of attainable housing – defined as housing that does not exceed 30% of household income. This shortage is especially acute for Extremely Low to Moderate Income households, or those earning up to 140% of the AMI.

High land costs across the Deltona-Daytona Beach-Ormond Beach Metropolitan Statistical Area (MSA) including Deltona, remain a key factor driving up housing costs, making both rental and ownership opportunities unaffordable for many residents. To address this, staff proposes implementing a Community Land Trust, an established model used nationwide to preserve long-term housing affordability and promote equitable access to stable housing. A CLT is a non-profit that retains ownership of land and sells or rents the improvements (homes or units) to qualified low- and moderate-income households at affordable prices. This is typically achieved through long-term ground leases (often 99 years), resale restrictions, and affordability covenants, ensuring that the units remain affordable in perpetuity.

Resolution 2025-68, approved on July 7, 2025, established a Community Land Trust Program. Resolution 2025-93 adopts a policy supporting the use of a Community Land Trust to advance the City's attainable housing goals. The policy allows the City to convey real property, subject to deed restrictions and reverter clauses, to Bright Community Trust for the purpose of developing and maintaining affordable housing. The CLT may also plan for mixed-use or mixed-income development to ensure financial sustainability while serving the needs of Extremely Low to Moderate Income households.

Resolution 2025-93 also authorizes the City Manager or designee to execute any agreement with Bright Community Trust, to support long-term affordability.

**STAFF RECOMMENDATION:** Staff recommends that the City Commission approve and adopt Resolution No. 2025-93, authorizing the City Manager or designee to execute the agreement with Bright Community Trust, Inc. and administer the Community Land Trust program as authorized by the Local Housing Assistance Plan and this resolution.

**ATTACHMENTS:**

- Resolution No. 2025-93
- Bright Community Trust Agreement

## **RESOLUTION NO. 2025-93**

**A RESOLUTION OF CITY OF DELTONA, FLORIDA;  
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO  
EXECUTE THE AGREEMENT WITH BRIGHT COMMUNITY  
TRUST, INC. TO ADMINISTER THE COMMUNITY LAND  
TRUST PROGRAM AS AUTHORIZED BY THE LOCAL  
HOUSING ASSISTANCE PLAN; PROVIDING FOR  
IMPLEMENTATION AND AN EFFECTIVE DATE.**

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**WHEREAS**, the City Commission adopted Resolution 2025-66 approving the City of Deltona Local Housing Assistance Plan (“LHAP”) for the administration of State Housing Initiatives Partnership (“SHIP”) Funds; and

**WHEREAS**, consistent with the LHAP, the City Commission adopted Resolution 2025-68 approving the City of Deltona Community Land Trust Program to provide housing opportunities to residents whose incomes are not greater than 140 percent of the area median income (Extremely Low- to Moderate-Income Households) to secure housing that is decent and affordable (the “Community Land Trust”); and

**WHEREAS** the City’s Resolution 2025-68 further directed the City Manager or his/her designee to recommend to this Commission an existing Community Land Trust Organization, which will participate in the Community Land Trust Program; and

**WHEREAS**, Bright Community Trust, Inc. is a nonprofit housing organization dedicated to the creation, stewardship, preservation of permanently affordable housing and community assets in the City of Deltona, partnering with individuals and families in need of a decent and affordable place to live; and

**WHEREAS**, it is in the best interest of the City and its residents to enter into an agreement with Bright Community Trust, Inc. to ensure the provision of these essential services to the City, which is attached hereto as Exhibit “A” (the “Agreement”); and

**WHEREAS**, the City Commission desires to authorize the City Manager or designee to execute the Agreement with Bright Community Trust, Inc. for administration of the Community Land Trust Program in accordance with the Local Housing Assistance Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA:**

**Section 1. Recitals Adopted.** That each of the above recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. City Manager Authorized.** That the City Manager or designee is authorized to execute the Agreement with Bright Community Trust, Inc for administration of the Community Land Trust Program in accordance with the Local Housing Assistance Plan in substantially the form attached as Exhibit "A" (the "Agreement"), subject to any changes to form or sufficiency as may be deemed necessary by the City Attorney.

**Section 3. Implementation.** That the City Manager is hereby authorized to take any action which is necessary to implement this Resolution.

**Section 4. Effective Date.** That this Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

BY: \_\_\_\_\_  
Santiago Avila, Jr., MAYOR

ATTEST:

\_\_\_\_\_  
Joyce Raftery, CMC, MMC, CITY CLERK

| Name          | Yes | No |
|---------------|-----|----|
| Avila-Vazquez |     |    |
| Colwell       |     |    |
| Heriot        |     |    |
| Howington     |     |    |
| Nabicht       |     |    |
| Santiago      |     |    |
| Avila         |     |    |

Approved as to form and legality  
for use and reliance of the City of  
Deltona, Florida

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TG Law PLLC, CITY ATTORNEY

**COMMUNITY DEVELOPMENT FUNDING  
AND PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is made as of / /2025, (the “Effective Date”) between the City of Deltona, Florida, a Florida municipal corporation, with its principal place of business located at 2345 Providence Boulevard, Deltona, Florida 32725 (the “City”) and, Bright Community Trust, Inc. a Florida not for profit corporation, with its principal place of business located at 11923 Oak Trail Way, Suite 111, Port Richey, Florida 34668 (the “Provider”), with each being referred to herein as a Party or collectively as the “Parties.”

**WHEREAS**, the City Commission adopted Resolution 2025-66 approving the City of Deltona Local Housing Assistance Plan (“LHAP”) for the administration of State Housing Initiatives Partnership (“SHIP”) Funds; and

**WHEREAS**, consistent with the LHAP, the City Commission adopted Resolution 2025-68 approving the City of Deltona Community Land Trust Program to provide housing opportunities to residents whose incomes are not greater than 140 percent of area median income (Extremely Low- to Moderate-Income Households) to secure housing that is decent and affordable (the “Community Land Trust”); and

**WHEREAS**, the Purchasing Policies of the City of Deltona authorize an exemption to competitive bidding for specialized services, such as those related to SHIP funding; and

**WHEREAS**, Provider is a nonprofit housing organization dedicated to building and improving homes in the City of Deltona, partnering with individuals and families in need of a decent and affordable place to live; and

**WHEREAS**, City and Provider have developed a comprehensive plan to develop and construct additional housing within the City; and

**WHEREAS**, City will identify and donate parcels deemed valid for building affordable housing under the agreement that Provider will develop housing on these parcels, guaranteeing that these homes remain affordable through the Community Land Trust’s stewardship; and

**WHEREAS**, City will allocate funds to Provider specifically for the construction of affordable homes on these donated parcels, recognizing the critical need to increase the stock of attainable housing in the City of Deltona; and

**WHEREAS**, Provider has agreed to accept these funds in exchange for constructing affordable housing on the donated parcels; and

**WHEREAS**, City and Provider have formalized this partnership with the primary goal of expanding attainable housing option in the City of Deltona, ensuring long-term affordability and stability for the community;

**WHEREAS**, the Provider shall provide professional services to the City in accordance with the RFP and Proposal.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Provider hereby agree as follows:

**1. TERM.** This Agreement shall commence on the Effective Date and shall continue until December 31, 2027 (a 24 month duration), with subsequent annual renewals upon written mutual agreement of the party, unless earlier terminated in accordance with the provisions of this Agreement.

**2. PROVIDER RESPONSIBILITIES.** During the term of this Agreement, Provider shall serve as an independent contractor to the City and shall provide certain services as more fully described below.

**2.1 Services.** During the term of the Agreement, the Provider shall:

- (i) Design, develop, and construct affordable housing units on the donated parcels;
- (ii) Adhere to all applicable local, state, and federal building codes and regulations, as well as any specific standards established by City to ensure affordability and sustainability;
- (iii) Submit regular progress reports to City, detailing the status of the construction, use of funds, and any issues or delays encountered;
- (iv) Maintain detailed financial records and provide a full accounting of the use of these funds upon request by the City; and
- (v) Coordinate closely with City to align on the goals, processes, and requirements set forth in any attached and incorporated exhibits.

**2.2 Audit.** Provider must submit to City an audit report for the term of this Agreement on or before December 31st 2027 and every December thereafter in the event of renewals to this Agreement, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

**2.3 Project Publicity.** Provider will recognize the City of Deltona City Commission for its contribution in promotional material and at any events or workshops for which funds are allocated. Any news release or other type of publicity pertaining to the scope of services performed must recognize City as a sponsor. In written materials, the reference of the City Commission must appear in the same size letters and font as the name of any other funding source.

**3. COMPENSATION.** In consideration of the Provider's actions on behalf of the City and the Services rendered hereunder, the City shall compensate Provider on a per project basis, which shall be agreed upon in writing in advance and which shall be in accordance with the LHAP and Community Land Trust. All Services performed shall be invoiced to the City and paid upon satisfactory completion of such Services. The City is obligated to pay all proper

invoices in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

**3.1 Requests for Payment.** Provider must submit requests for payment on or before the 15<sup>th</sup> day of each month in a format agreed upon with the City. All requests for payment shall be subject to the following:

- (i) Verification by City Staff that the services for which reimbursement is sought are in accordance with service projections as described in any attached and incorporated exhibits and that Provider has complied with the reporting requirements contained in this Agreement; and
- (ii) Verification by City Staff that submitted requests and associated supporting documentation are accurate. Provider shall have five (5) business days to make revisions and return to City Staff in the event that deficiencies are noted. If the revisions are not returned within the allocated timeframe, the City may require the request for payment to be delayed to the following month.

**3.2 Reporting.** Provider must submit its Monthly Report in the format agreed upon with the City, along with all supporting documentation to City on or before the 15<sup>th</sup> day of each month. Any monthly reports outlined in this Section submitted after the 15<sup>th</sup> day of each month, will require written justification for the delayed submission. Provider must submit the following supporting documentation:

- (i) A list of objectives and projected service levels to benefit City; and
- (ii) Statistics representing that month's achievements and services provided to City including, if applicable, the number of clients served, and associated demographics; and
- (iii) Statistics showing the cumulative achievements and services provided to City to date; and
- (iv) The percent of projections achieved to date; and
- (v) A narrative assessment of progress toward accomplishing goals and objectives for service to City. This assessment must be in paragraph form and include information as to the general progress of Provider, any problems relating to the services to be provided pursuant to this Agreement that might exist for Provider, and special comments on particular program effectiveness.

**3.4 Recapture of Funds.** In the event that, after six (6) months of a given project at least forty percent (40%) of the budget has not been expended by the end of the sixth month of the project start date, the City has the express authority to capture and reallocate remaining funds, provided written notification is given to Provider within thirty (30) days of the intended capture and reallocation.

- 4. INDEPENDENT CONTRACTOR.** During the term of this Agreement, Provider shall be an independent contractor and not an employee of the City. Provider is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on

behalf of the City, unless expressly authorized in writing by the City Manager or his designee. Provider shall perform the Services at the request of the City Manager of the City or his designee. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between the City and Provider. Unless expressly provided for otherwise in this Agreement, Provider shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of the City or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the City. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits of The City, nor any rights generally afforded City employees. Provider further understands that Florida Worker's Compensation benefits available to employees of the City are not available to Provider or to any employee or agent of the Provider. Provider shall be responsible for complying with Florida's Worker's Compensation laws. All employees and subcontractors of the Provider shall be considered to be, at all times, the sole employees or contractors of the Provider, under its sole direction and not an employee, contractor or agent of the City. Provider is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law.

5. **PROVIDER WARRANTIES.** Provider represents and warrants that Provider is free to enter into the terms of this Agreement and that Provider has no obligation to any third party or otherwise that are inconsistent with any of the provisions of this Agreement. This Section 5 shall survive termination of this Agreement.

6. **TERMINATION AND DEFAULT.**

- 6.1 **Events of Default.** Events of Default under this Agreement include, but are not limited to:

- (i) If any warranty or representation made by Provider in this Agreement becomes false or misleading in any respect, or if Provider fails to keep or perform any of the obligations, terms, or covenants in this Agreement and has not cured them in timely fashion or is unable or unwilling to meet its obligations under this Agreement; or
- (ii) If any reports required by this Agreement have not been submitted to City timely or have been submitted with incorrect, incomplete, or insufficient information; or
- (iii) If Provider has failed to perform and complete on time any of its obligations under this Agreement.

- 6.2 **Termination For Convenience.** This Agreement may be terminated by City for convenience upon thirty (30) calendar Days' written notice to Provider. In the event of termination by City, Provider shall be paid for all Services completed prior to the date of such termination. In exchange for such payment, Provider shall turn over to City all work products which has been paid for by City. Under no circumstances shall City make payment for Services that have not been performed.

- 6.3 **Termination For Cause.** This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform

in accordance with its material terms through no fault of the party initiating the termination. In the event Provider abandons this Agreement or causes it to be terminated by City, Provider shall indemnify City against loss pertaining to this termination. In the event that City terminates the Agreement for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under paragraph 6.1 of this Section and the provisions of paragraph 6.1 of this Section shall apply.

6.4 **Termination for Non-Appropriation of Funds.** In the event that the governing body of the City of Deltona does not appropriate funds for this Agreement or the City is unable to obtain funding through State or Federal sources, this Agreement may be terminated immediately, at the option of City, by written notice of termination to Provider as provided in this Agreement. The City will not be obligated to pay for any services provided or costs incurred by Provider after said notice. Provider must promptly refund any unspent funds provided by the City or otherwise use those funds as the City directs.

6.5 **No Further Obligations.** Unless expressly provided for otherwise in this Agreement, in the event of a termination, no Party shall have any further duty or obligation hereunder except as otherwise set forth in this Agreement or the Exhibits.

## 7. MISCELLANEOUS.

7.1 **Notices.** All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail.

If to Provider:

If to City:

Frank Wells, President  
Bright Community Trust, Inc.  
11923 Oak Trail Way  
Port Richey, Florida 34668

Dale "Doc" Dougherty, ICMA-CM, City Manager  
City of Deltona  
2345 Providence Blvd.  
Deltona, FL 32725

7.1 **Compliance with Laws.** Provider agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction. Provider shall make its services available to the City residents without regard to race, color, religion or sex, or as otherwise provided by law.

7.2 **Severability.** If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the

provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative and the remainder of this Agreement, as amended, will remain binding upon the Parties.

- 7.3 **Successors and Assigns.** The Parties may not assign this Agreement or any interest arising from this Agreement without written consent of the other. Further, this Agreement shall be binding upon the Parties and their respective successors, heirs and assigns.
- 7.4 **Headings.** The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.
- 7.5 **Conflicts.** Conflicts, should any exist, between the terms of this Agreement and any Exhibits hereto, shall be resolved in favor of the Agreement.
- 7.6 **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.
- 7.7 **Waiver.** No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
- 7.8 **Force Majeure.** Non-performance of Provider or the City shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.
- 7.9 **Governing Laws.** This Agreement shall be governed by and construed in accordance with, the laws of the State of Florida. The exclusive venue for any dispute arising from this Agreement shall be the Circuit Court of Volusia County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which in any way arises out of this Agreement or the Services.
- 7.10 **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. Unless

expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.

- 7.11 **Indemnification.** To the extent permitted by law, Provider agrees to indemnify, defend, and hold harmless the City and its directors, officers and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Provider, its respective officials, agents, employees or subcontractors in the Provider's performance of Services pursuant to this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.
- 7.12 **No Contingent Fees.** The Provider warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 7.13 **Access to Records and Audit Clause.** Provider agrees to permit the City to examine all records which are, in any way, related to the Services provided under this Agreement, and grants to the City the right to audit any books, documents and papers of Provider that were generated during the course of the administration of this Agreement. Provider shall maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act."
- 7.14 **State Required Affidavits.** By entering into this Agreement, the Provider agrees to review and comply with the following state affidavit requirements:
- i. **Public Entity Crimes Affidavit.** Provider shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
  - ii. **Scrutinized Companies.** Provider certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Provider is found to have submitted a false certification; or if the Provider is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Provider certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida

Statutes, the City may immediately terminate this Agreement at its sole option if the Provider is found to have submitted a false certification; or if the Provider is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- iii. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Provider acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.
- iv. **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Provider acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.
- v. **Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Provider acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

## 8. INSURANCE.

These are mandatory insurance requirements, each requirement listed below must be fulfilled. All policies, endorsements, certificates and/or binders shall be subject to approval by the City's Risk Management as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by a duly authorized representative of the City. A lapse in any required insurance coverage during this Agreement shall be considered a material breach. Further it is understood and agreed by Provider that nothing in this provision shall waive or otherwise limit the right of the City to modify INSURANCE REQUIREMENTS to meet the demands of special or unique circumstances. Accordingly, the City reserves the right to modify the types and limits of insurance to meet the demands of special or unique circumstances.

The insurance obligations under this Agreement shall be all the insurance coverage and/or limits carried by or available to the Provider or the minimum insurance requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover obligations of the Provider under this Agreement.

Throughout the term of this agreement and for all applicable statutes of limitation periods, Provider agrees to have and maintain at its own sole expense, in full force and effect the insurance policies set forth in this article. All policies must contain an endorsement requiring a minimum of thirty (30) days written notice from the insurance company to the City prior to cancellation or any change in coverage, scope, or amount of any such policy or ten-day notice for non-payment of premium.

**PROVIDER EXPRESSLY AFFIRMS THAT IT HAS HAD THE OPPORTUNITY TO RECOVER THE COSTS OF THE INSURANCE REQUIRED IN ITS CONTRACT PRICE.**

Provider shall provide the City of Deltona with a certificate of insurance naming the City of Deltona, its employees, directors, officers, agents, independent contractors, successor or assigns, and other authorized representatives as additional insured, except on the Workers' Compensation/Employer's Liability and Professional Liability policies, as applicable, with the following terms, conditions, limits and other related criteria:

a. **Commercial General Liability:** \$1,000,000 each Occurrence Limit, \$2,000,000 General Aggregate shall include **but shall not be limited to:** bodily injury, property damage, personal injury, contractual liability, completed operations, products liability, and independent contractors' coverage. The Commercial General Liability policy shall be endorsed with the **ISO CG2010 Additional Insured** endorsement (or similar endorsement or policy coverage form with coverage at least as broad as the ISO CG 2010).

b. **Workers' Compensation:** FL Statutory Limits. **Employers Liability Limits:** \$1,000,000 Bodily Injury by Accident per employee; \$1,000,000 Bodily Injury by Disease per employee; \$1,000,000 Bodily Injury by Disease policy limit.

c. **Commercial Automobile Liability:** \$1,000,000 Combined Single Limit per occurrence for Bodily Injury and Property Damage. Coverage to include Hired and Non-Owned Auto Liability.

Based upon Provider's written statement and representation that no autos and/or other motor vehicles are owned to or otherwise registered by Provider, only evidence of Hired and Non-Owned Auto Liability coverage shall be required by City at Agreement inception. In order to maintain this **conditional** risk exception, Provider shall at each subsequent renewal of their Commercial General Liability coverage provide City with an updated written statement and representation referencing same (email acceptable), otherwise evidence of liability insurance for all vehicles (owned, hired and non-owned) with limits outlined above shall be required.

d. **Professional Liability (Errors and Omissions):** Minimum \$1,000,000 per Claim and \$1,000,000 Aggregate limits required. Unless coverage is written on an Occurrence Form, the retroactive date must be evidenced on the COI provided to the City and must be no later than the date of this Agreement.

*It is specifically agreed that the City of Deltona shall not be liable to the Provider for any liability arising out of the performance of this Agreement. Provider specifically waives any and all rights of recovery it may have against the City of Deltona, independent of any waiver of rights of recovery by any insurer.*

*Provider agrees to obtain any endorsement that may be necessary to effect all waivers of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement or policy coverage form from the insurer.*

All insurance policies shall be endorsed to provide that (a) Provider's insurance is **primary and non-contributory** to any other insurance available to the City of Deltona with respect to claims related to this Agreement.

Self-insurance shall not be acceptable. Any policy including a self-insured retention ("SIR") in the primary layer of liability in any amount must be submitted to and approved by the City's Risk Management Department prior to risk approval.

All insurers must have an AM Best financial and size rating of A-VII or better and agree to provide the City with 30 days' advanced written notice in the event of cancellation, or modification which materially restricts coverage or terms. Provider shall promptly notify the City of Deltona in the event of receipt of such notice from an insurer.

**Provider shall provide a copy of any policy coverage form or policy endorsement evidencing insurance coverage as outlined above at any time upon City request.**

RELAXATION OR SUSPENSION OF INSURANCE REQUIREMENTS: City Risk Management may, in its sole discretion, and subject to any conditions it deems appropriate, relax, change, update, alter or temporarily suspend, in whole or in part, any insurance requirement upon written notice to Provider.

## **9. PUBLIC RECORDS**

### **Section 119.0701(2)(a), Florida Statutes**

**IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Public Records: JOYCE RAFTERY, CITY CLERK**

**Mailing address: 2345 PROVIDENCE BLVD., DELTONA FL, 32725**

**Telephone number: 386-878-8505**

**Email: JRAFTERY@DELTONAFL.GOV**

**IN WITNESS WHEREOF**, Provider has signed and delivered this Agreement, and the City has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

**City of Deltona**

**Bright Community Trust, Inc.**

By: \_\_\_\_\_  
Dale "Doc" Dougherty, ICMA-CM  
City Manager

By: \_\_\_\_\_  
Frank Wells  
President

Attest: \_\_\_\_\_  
Joyce Raftery  
City Clerk

Approved as to form and legal sufficiency for the use and reliance of the City of Deltona only

By: \_\_\_\_\_  
City Attorney

## E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

## ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_  
\_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as  
Commissioned)

\_\_\_\_\_  
Personally known to me; or

\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_  
Did take an oath; or

\_\_\_\_\_  
Did not take an oath

**AFFIDAVIT ATTESTING TO  
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of \_\_\_\_\_, a nongovernmental entity.
3. \_\_\_\_\_ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I  
have read the foregoing and the facts stated  
in it are true:**

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**OATH OR AFFIRMATION**

State of Florida

County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_  
\_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as  
Commissioned)

\_\_\_\_\_  
Personally known to me; or

\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_  
Did take an oath; or

\_\_\_\_\_  
Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH  
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. \_\_\_\_\_ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare  
that I have read the foregoing and the  
facts stated in it are true:**

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

Entity Name: \_\_\_\_\_

\_\_\_\_\_

**OATH OR AFFIRMATION**

State of Florida

County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_(name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_  
\_\_\_\_\_(name of party on behalf of whom instrument is executed).

\_\_\_\_\_

Notary Public (Print, Stamp, or Type as  
Commissioned)

\_\_\_\_\_ Personally known to me; or

\_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_ Did take an oath; or

\_\_\_\_\_ Did not take an oath