

**SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF  
DELTONA AND EARLY LEARNING COALITION OF FLAGLER/VOLUSIA - SCHOOL  
READINESS PROGRAM FOR THE DISTRIBUTION OF FUNDS AWARDED UNDER  
THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

This Agreement is made as of 10/1/2025, (the “Effective Date”) by and between the City of Deltona, a Florida municipal corporation (herein after “Grantee” or “City”), and Early Learning Coalition of Flagler and Volusia Counties, Inc., a Florida not for profit corporation (herein after “Subrecipient”).

**WHEREAS**, the Grantee submitted an application for CDBG Entitlement funding through the U.S. Department of Housing and Urban Development (“HUD” under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383); and

**WHEREAS**, HUD has awarded the Grantee a grant to assist the Grantee in providing benefits to low- and moderate-income residents in accordance with the FY 2025-2026 Action Plan and the City's Consolidated Plan (the "Award"); and

**WHEREAS**, the Grantee issued a the City of Deltona Notice of Funding Availability for Community Development Block Grant Funds on April 11, 2025 (the “NOFA”); and

**WHEREAS**, the Subrecipient was a responsible respondent to the NOFA; and

**WHEREAS**, the Grantee desires to grant a portion of the Award to the Subrecipient for the provision of those services identified in the Scope of Work, in order to accomplish the goals established in the CITY's Consolidated Plan.

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

**I. SCOPE OF SERVICE**

A. Principal Tasks/ Activities

The Subrecipient will be responsible for administering a Community Development Block Grant (CDBG) funded “**Early Learning Coalition, School Readiness Program**” to eligible participants over the period of **October 1, 2025 to September 30, 2026**. With funding from the Year 2025-2026 CDBG program of the Grantee, the Subrecipient will administer a matching subsidized early learning program for children ages birth to five (5) years of age, aimed at preparing children for school in the formative years in order to have a better chance of succeeding in their school-age years. Vouchers will be provided for eligible students to participate in the program. School Readiness services will target 160 slots for an average of 175 children, who are residents of the city, to participate in the subsidized program. The program consists of a three-part component designed to provide essential services to the following groups:

**Children** – provide screening and assessments to help identify children who may have developmental delays and helps parent address those needs early, giving children a better opportunity to succeed in school.

**Families** – Comprised primarily of Resource and Referral, Eligibility, and Parent Education and Family Involvement. Provide comprehensive services to address needs of the entire family.

**Child Care Providers** – Programs designed to encourage providers to learn and implement new strategies and techniques including curriculum and best practices to enhance program quality.

The Subrecipient will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and Grantee.

Services/Tasks the Subrecipient will perform in connection with the provision of the program will be inclusive, but are not limited to, the following:

**Program Delivery**

The Subrecipient will perform tasks that provide:

**ACTIVITIES**

- Activity #1- Accept eligible low-income families into the program, ensuring that program participants are between the ages of birth to five years of age, and that program participants are from the Deltona area.
- Activity #2- Provide child screening & assessment services, childcare resources and referrals for intervention to eligible program participants.
- Activity #3- Provide financial assistance for early education and childcare to childcare facilities on behalf of eligible program participants.
- Activity#4- Provide professional development, including education/training and teacher assessment/feedback to assist childcare providers with their continual growth in the field of early learning. Provide on-site and virtual technical assistance to increase childcare providers' implementation of skills and knowledge.
- Activity #5- Increase the number of self-sufficient families, by providing affordable childcare.

Activities will be conducted at: Various sites within the Deltona community.

## **General Administration**

The Subrecipient will:

1. Ensure that children participating in the program are income eligible and living in the city limits of Deltona.
2. Ensure that childcare providers are properly licensed to provide childcare services.
3. Ensure that childcare providers will maintain their facilities at all times in conformance with all applicable local codes licensing, and other requirements.
4. Properly document and maintain records to verify children's application, screening & assessments, enrollment, level of subsidy and attendance in the program.
5. Provide professional development, education, training and teacher assessment/ feedback to childcare providers.
6. Provide on-site and virtual technical assistance to childcare providers to increase implementation of skills and knowledge.
7. Gauge the self-sufficiency of the families by analyzing job retention, annual income increases and funding group transitions of families recorded during eligibility interviews.

### **B. National Objectives**

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives:

- 1) Benefit low- and moderate-income persons
- 2) Aid in the prevention or elimination of slums or blight
- 3) Or meet community development needs having a particular urgency, as defined in 24 CFR 570.209.\*

The Subrecipient certifies that the activity (or activities) carried out under this Agreement will meet the Objective of benefitting low to moderate-income persons:

**This Objective will be met by establishing a determination of low to moderate income eligibility based on the most recently published HUD Income Guideline Limits for Deltona- Daytona-Beach-Ormond Beach MSA effective April 1 of each year.**

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient aims to accomplish the following levels of services:

<u>Performance Activity</u>	<u>Units</u>
Match funding for participants in child care scholarship program	42 slots/average 64 children served

D. Staffing

ELCFV will utilize its staff in the administration of this project. There will be no grant costs for salary associated with this program.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the **1<sup>st</sup> day of October 2025** and end on the **30<sup>th</sup> day of September 2026**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

**III. BUDGET**

The total funding allocated will be in the amount of \$4,226.40 for services related to School Readiness Activities, to include, scholarship costs that are directly related to the services being offered.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$4,226.40. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

**If to Grantee:**

Quentin Grose  
Community Development Manager  
City of Deltona  
2345 Providence Blvd.  
Deltona, FL 32725  
Telephone: 386-878-8612  
Fax: 386-878-8601

**If to Subrecipient:**

DJ Lebo  
Chief Executive Officer  
Early Learning Coalition  
125 Executive Circle  
Daytona Beach, FL 32114  
Telephone: 386-317-3350

## VI. GENERAL CONDITIONS

### A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development (HUD) regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor. Except for any payment specifically set forth herein, the Grantee shall not be liable to any person, firm, entity, or corporation in connection with the services Subrecipient has agreed to perform hereunder, or for debts or claims accruing to such parties against Subrecipient. This agreement shall not create a contractual relationship, either express or implied, between the Grantee and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to Subrecipient as a result of this Agreement, including the contractors, subcontractors, and vendors who may from time to time be employed by Subrecipient.

### C. Indemnity

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

### D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage, in accordance with Florida Statute, Chapter 440, and/or any other applicable state or local law requiring workers' compensation (Federal, maritime, etc.), for all of its employees involved in the performance of this Agreement and additionally, provide a certificate of insurance to the

Grantee documenting this coverage is in full effect and force at the time of entering into the agreement and throughout the entire agreement period.

E. Insurance & Bonding

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 Grantee'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 Grantee. A lapse in any required insurance coverage during this Agreement shall be considered a material breach. Further it is understood and agreed by Subrecipient that nothing in this provision shall waive or otherwise limit the right of the Grantee to modify INSURANCE REQUIREMENTS to meet the demands of special or unique circumstances. Accordingly, the Grantee reserves the right to modify the types and limits of insurance to meet the demands of special or unique circumstances.

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee and provide documentation of such coverage to the Grantee. Further, Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

The insurance obligations under this Agreement shall be all the insurance coverage and/or limits carried by or available to the Subrecipient 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 Grantee. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover obligations of the Subrecipient under this Agreement.

Throughout the term of this agreement and for all applicable statutes of limitation periods, Subrecipient 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 Grantee prior to cancellation or any change in coverage, scope, or amount of any such policy or ten-day notice for non-payment of premium.

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

Subrecipient 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 and \$2,000,000 Products/Completed Operations Aggregate Limit. Commercial General Liability insurance 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.

If Subrecipient's worker's compensation program is part of an employee-leasing or co-employment arrangement where certain Statutory employees may be excluded from coverage, Subrecipient specifically agrees to indemnify, hold harmless, defend against and pay or reimburse the Grantee for losses the Grantee or its insurers may be obligated to pay to any natural person who is denied workers compensation benefits or employers liability coverage that arise out of or result from Subrecipient's employee-leasing or co-employment arrangement.

c. **Commercial Automobile Liability:** \$1,000,000 Combined Single Limit per occurrence for Bodily Injury and Property Damage;

Based upon Subrecipient's written statement and representation that no autos and/or other motor vehicles are owned to or otherwise registered by Subrecipient, only evidence of Hired and Non-Owned Auto Liability coverage shall be required by Grantee at Agreement inception. In order to maintain this **conditional** risk exception, Subrecipient shall at each subsequent renewal of their Commercial General Liability coverage provide Grantee 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 Grantee 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 Subrecipient for any liability arising out of the performance of this Agreement. Subrecipient 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.*

*Subrecipient 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 Grantee has received a waiver of subrogation endorsement or policy coverage form from the insurer.*

All insurance policies shall be endorsed to provide that (a) Subrecipient'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 Grantee’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 Grantee with 30 days' advanced written notice in the event of cancellation, or modification which materially restricts coverage or terms. Subrecipient shall promptly notify the City of Deltona in the event of receipt of such notice from an insurer.

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

RELAXATION OR SUSPENSION OF INSURANCE REQUIREMENTS: Grantee 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 Subrecipient.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

## **VII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2. Cost Principles**

The Subrecipient shall administer its program in conformance with 2 CFR, Part 220, “Cost Principles for Non-Profit Organizations,” or 2 CFR, Part 230, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **B. Documentation and Record Keeping**

#### **1. Records to be Maintained**

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken; as listed herein below:
  - i. Participant applications including but not limited to residence verification and financial disclosure.
  - ii. Provide individual applicant referrals and disclosure of applicable assessments for educational readiness.
  - iii. Provide disclosure of provider/facility voucher and supporting documentation concerning applicant.
  - iv. Provide evidence of on-site and virtual technical assistance to childcare providers to increase implementation of skills and knowledge.
- (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program.
- (c) Records required determining the eligibility of activities.
- (d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
- (e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
- (f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- (g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- (h) Records providing proof of compliance with agency review including but not limited to the follow:
  - i. Maintain and provide Board of Directors minutes from meetings.
  - ii. Provide Chairperson’s recorder and approved minutes.
  - iii. Maintain and provide Board approved policy and procedure employee handbook.
  - iv. Maintain a policy of avoidance of conflict of interest.
  - v. Provide verification of level 2 background screenings on staff and volunteers (as appropriate) if they will be in contact with or around children.

## 2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five- year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Additionally, Subrecipient shall maintain provider/facility invoicing and evidence of payment documentation. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

## 1. Program Income

The Subrecipient shall report, at a minimum, quarterly, all program income (as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional fund by the amount of any such program income balances on hand, that program income must be substantially expended before any transfers of additional grant funds from the grantee to the Subrecipient pursuant to 24 CFR 570.504 9b) (20(i), (ii), and (iii) and 570.504(c). All unexpended program income shall be returned to the Grantee at the end of the contract period pursuant to 24 CFR 570.504(c). Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

## 2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

## 3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be reimbursed for eligible expenses actually paid by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

## 4. Progress Reports

The Subrecipient shall submit with reimbursement requests, Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

## D. Procurement

### 1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal

property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to

the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

## **VIII. PERSONNEL & PARTICIPANT CONDITIONS**

### A. Civil Rights

#### 1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

#### 2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCD ACT are still applicable.

#### 3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps

in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Additional Requirements

The Subrecipient shall comply with all other applicable federal, state, local civil rights laws and regulations and 2CFR 215.23, Cost sharing or matching:

*“All contributions received under this agreement shall be accepted as of the Subrecipient’s matching when such contributions meet the following criteria:*

1. *Are not included as contributions for any other federally-assisted project or program.*
2. *Are not paid by the federal government under another award, except where authorized by Federal statute to be used for cost sharing or matching.*
3. *2 CFR 215.23, Cost sharing or matching, states: “All contributions received under this agreement shall be accepted as part of the Subrecipient’s matching when such contributions meet the following criteria:*
  - a. *Are not included as contributions for any other federally-assisted project or program.*
  - b. *Are not paid by the federal government under another award, except where authorized by Federal statute to be used for cost sharing or matching.”*

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee’s specifications an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

(a) Compliance

Compliance with the provisions of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

*“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the HUD ACT of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”*

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

4. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

5. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontractor unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

(a) Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

(b) Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements.

Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code (U.S.C.)

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 200.112 and 570.611, which include (but are not limited to) the following:

- (a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- (b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- (c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any Agreement, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- (d) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**IX. ENVIRONMENTAL CONDITIONS (If applicable)**

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**X. COMPLIANCE WITH STATE AND FEDERAL RULES, REGULATIONS, AND LAWS**

Subrecipient shall provide all required information and documentation necessary for the Grantee to demonstrate compliance with all applicable state and Federal laws, rules, regulations and orders including but not limited to:

- (a) CFR Part 570, as amended - The regulations governing the expenditure of Community Development Block Grant funds.
- (b) OBG Circular A-122, "Cost Principles for Non-Profit Organizations" or OMB Circular A-21 "Cost Principles for Education Institutions," as applicable.
- (c) 24 CFR Part 84, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," as modified by 24 CFR 570.502(b).
- (d) OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations."
- (e) 24 CFR Part 1 - The regulations promulgated pursuant to Title VI of the 1984 Civil Rights Act.
- (f) 24 CFR Part 107 - The regulations issued pursuant to Executive Order 11063 which prohibits discrimination and promotes equal opportunity in housing.
- (g) Executive Order 11246, as amended by Executive Orders 11375 and 12086 - which establishes hiring goals for minorities and women on projects assisted with federal funds.
- (h) Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 - which prohibits discrimination in employment.
- (i) Age Discrimination Act of 1973
- (j) Contract Work Hours and Safety Standards Act
- (k) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- (l) 2 CFR Part 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS as required by the provisions of 24 CFR Part 570.503 (b) (4) and 24 CFR Part 570.502.
- (m) 24 CFR Part 570.601 - PUBLIC LAW 88-352 AND PUBLIC LAW 90-284; AFFIRMATIVELY AFFIRMING FAIR HOUSING; EXECUTIVE ORDER 11063.
- (n) 24 CFR Part 570.609 - USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS – which requires the Subrecipient to verify the eligibility of contractors.
- (o) 24 CFR Part 570.611 - CONFLICT OF INTEREST - which states that conflicts of interest are prohibited unless persons covered apply for and receive an exemption prior to expenditure of grant funds.
- (p) 24 CFR PART 570.503 (b) (2) - which requires Subrecipients to submit Subrecipient Reports, including contractor information, and necessary reimbursement information as specified by the Grantee in the format provided for this purpose.
- (q) Florida Statutes, Sections 290.0401 through 290.048.
- (r) SUBRECIPIENT further agrees to abide by all other applicable laws, rules, regulations and orders that may be applicable to CDBG activities.

**XI. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIII. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XIV. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

**XV. ENFORCEMENT OF AGREEMENT AND REMEDIES**

Upon determination that a breach has occurred, the Grantee reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to Subrecipient pursuant to this Agreement. Specifically and additionally, the Grantee shall have the following available remedies:

- (a) Immediately terminate this Agreement, with or without notice;
- (b) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by Subrecipient;
- (c) Demand Subrecipient to immediately repay any monies expended in accordance with this Agreement;
- (d) Require specific performance of this Agreement;
- (e) Demand payment and/or performance from surety, if applicable and/or
- (f) Impose a lien upon any and all of Subrecipient's real or personal property. To create such a lien, the Grantee shall send a letter to Subrecipient demanding refund of any monies expended to Subrecipient pursuant to this Agreement. Said letter shall be

recorded in the public records of Volusia County and thereafter shall constitute a lien upon Subrecipient's real and personal property.

**XVI. PUBLIC RECORDS.**

- (a) Subrecipient agrees to keep and maintain public records in Subrecipient's possession or control in connection with Subrecipient's performance under this Agreement. Subrecipient additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.
- (b) Subrecipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Grantee.
- (c) Upon request from the Grantee's custodian of public records, Subrecipient shall provide the Grantee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- (d) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Grantee.
- (e) Upon completion of this Agreement, transfer, at no cost, to the Grantee all public records in possession of Subrecipient or keep and maintain public records required by the Grantee to perform the service. If Subrecipient transfers all public records to the Grantee upon completion of this Agreement, Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient keeps and maintains public records upon completion of this Agreement, Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically by Subrecipient shall be delivered to the Grantee, upon request from the Grantee's Custodian of Records, in a format that is compatible with the Grantee's information technology systems.
- (f) Any compensation due to Subrecipient shall be withheld until all records are received as provided herein.
- (g) Subrecipient's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Grantee.

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

**IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUBRECIPIENT'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**

**XVII. STATE OF FLORIDA REQUIRED AFFIDAVITS**

- (a) **Public Entity Crimes Affidavit.** Subrecipient 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.
- (b) **Scrutinized Companies.** User 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 Grantee may immediately terminate this Agreement at its sole option if the Subrecipient is found to have submitted a false certification; or if the Subrecipient 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 Subrecipient 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 Grantee may immediately terminate this Agreement at its sole option if the Subrecipient is found to have submitted a false certification; or if the Subrecipient 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.
- (c) **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Grantee requires all contractors doing business with the Grantee to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Grantee 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 Subrecipient 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.
- (d) **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 Subrecipient 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.

- (e) **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 Subrecipient 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.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, Subrecipient has signed and delivered this Agreement, and Grantee 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**

**Early Learning Coalition of  
Flagler and Volusia Counties, Inc.**

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

By: \_\_\_\_\_  
DJ Lebo  
Chief Executive Officer  
Fed. I. D. #59-3646549

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

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

By: \_\_\_\_\_  
TG Law, PLLC, 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: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
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.