

RESOLUTION NO. 2025-33

**A RESOLUTION OF THE CITY OF DELTONA, FLORIDA;
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH BROOKS AND DUN GRANT
CONSULTING, RECOGNIZING AN EXEMPTION FROM
BIDDING EXEMPTION; PROVIDING FOR
IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the City of Deltona (the “City”) is committed to seeking grant funds from outside agencies to fund necessary projects and initiatives while reducing the burden on taxpayers; and

WHEREAS, the City recognizes managing and accounting for grant funds creates an additional administrative burden; and

WHEREAS, the City desires to utilize grant consulting services through Brooks and Dun Grant Consulting; and

WHEREAS, the Purchasing Policies of the City of Deltona authorize accounting and auditing purchases as an exemption to competitive bidding; and

WHEREAS, the City Commission desires to authorize the City Manager or his designee to execute the Agreement with Brooks & Dun Grant Consulting in substantially the form attached as “Exhibit A” (the “Agreement”) and subject to any changes to form as may be required by the City Attorney; and

WHEREAS, the City Commission further desires to authorize the City Manager to provide for subsequent renewals of the Agreement due to the potentially recurring nature of the services provided.

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. Agreement Approved. That the City Manager or his designee is authorized to execute the Agreement with Brooks & Dun Grant Consulting attached hereto and incorporated herein as “Exhibit A” in substantially the form attached and subject to any changes to form as may be required by the City Attorney.

Section 3. Renewals Authorized. That that City Manager is hereby authorized to execute subsequent annual renewals and extensions of this agreement, upon approval by the City Attorney as to legal sufficiency, and subject to budgeted funds.

Section 4. Recognizing Exemption from Competitive Bidding. That the City Commission hereby recognizes an exemption to competitive bidding for an accounting and auditing purchase pursuant to City Policy.

Section 5. Implementation. That the City Manager is hereby authorized to take any action which is necessary to implement this Resolution.

Section 6. 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

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

TG Law, PLLC, CITY ATTORNEY

Name	Yes	No
Avila-Vazquez		
Colwell		
Heriot		
Howington		
Lulli		
Santiago		
Avila		

EXHIBIT 'A'

GRANT CONSULTING SERVICES AGREEMENT

This Event Service 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 Grant Professionals Inc. d/b/a Brooks and Dun, a Florida Corporation, with its principal place of business located at 2090 South Nova Road, Suite AA02, South Daytona, Florida 32119 (the “Consultant”), with each being referred to herein as a Party or collectively as the “Parties.”

WHEREAS, the City is committed to seeking grant funds from outside agencies to fund necessary projects and initiatives while reducing the burden on taxpayers; and

WHEREAS, the City recognizes managing and accounting for grant funds creates an additional administrative burden; and

WHEREAS, the City desires to utilize grant consulting services; and

WHEREAS, the Consultant is a provider of grant consulting services; and

WHEREAS, the City desires to hire the Consultant for the provision of said services; and

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 Consultant hereby agree as follows:

- 1. TERM.** This Agreement shall commence on the Effective Date and shall continue for 1 year (a 12-month duration), unless earlier in accordance with the provisions of this Agreement and may be renewed under the same terms and conditions for up to three (3) successive one-year increments upon the mutual written consent of both parties.
- 2. SERVICES.** The Consultant agrees to provide grant consulting services, auditing services, hurricane administration, and project administration, as further described in the Consultant’s proposal attached as Exhibit “A” (the “Proposal”).
- 3. COMPENSATION.** In consideration of the Consultant’s actions on behalf of the City and the Services rendered hereunder, the City shall compensate Consultant according to the fee schedule set forth in the Proposal in an amount not to exceed \$102,000 annually.
- 4. INDEPENDENT CONTRACTOR.** During the term of this Agreement, Consultant shall be an independent contractor and not an employee of the City. Consultant 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.

5. **CONSULTANT WARRANTIES.** Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant 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.**

6.1 **Termination for Convenience.** This Agreement may be terminated at any time by either Party upon thirty (30) days written notice thereof. 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. Termination of this Agreement by User is subject to a reasonable fee for administrative costs incurred by the City.

6.2 **Termination for Cause.** Any violation of a provision or term of this Agreement will be considered a default of this Agreement, and if such default is not cured within five (5) days from the date of notice of such default, or if the default cannot be cured, then this Agreement shall terminate and be no longer in effect.

6.3 **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.

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:

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

To User: Theresa E. Brooks, President
Grant Professionals, Inc.
d/b/a Brooks & Dun Grant Consulting
2090 South Nova Road, Suite AA02
South Daytona, FL 32119

7.2 **Compliance with Laws.** Consultant 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. Consultant shall make its services

available to the City residents without regard to race, color, religion or sex, or as otherwise provided by law.

- 7.3 **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.
- 7.4 **Successors and Assigns.** This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns.
- 7.5 **Headings.** The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.
- 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 Consultant 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, Consultant 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 Consultant, its respective officials, agents, employees or subcontractors in the Consultant'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 Consultant 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.** Consultant 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 Consultant that were generated during the course of the administration of this Agreement. Consultant 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 Consultant agrees to review and comply with the following state affidavit requirements:
- i. **Public Entity Crimes Affidavit.** Consultant 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.** Consultant 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 Consultant is found to have submitted a false certification; or if the Consultant 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 Consultant 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 Consultant is found to have submitted a false certification; or if the Consultant 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-participation-enrollment-in-e-verify>. By entering into this Agreement, the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant under this Agreement.

Throughout the term of this agreement and for all applicable statutes of limitation periods, Consultant 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.

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

Consultant 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.

If Consultant's worker's compensation program is part of an employee-leasing or co-employment arrangement where certain Statutory employees may be excluded from coverage, Consultant specifically agrees to indemnify, hold harmless, defend against and pay or reimburse the City for losses the City 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 Consultant's employee-leasing or co-employment arrangement.

It is specifically agreed that a current Florida Workers Compensation Exemption certificate shall be accepted for Brooks & Dun Grant Consulting in lieu of Workers Compensation/Employer's Liability insurance coverage.

Consultant hereby agrees that *prior to* any on-site visit by any other natural person other than Theresa E. Brooks, Consultant shall provide a current Florida Workers Compensation Exemption certificate to City staff for approval by City Risk Management.

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

Based upon Consultant's written statement and representation that no autos and/or other motor vehicles are owned to or otherwise registered by Consultant, 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, Consultant 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.

It is specifically agreed that the City of Deltona shall not be liable to the Consultant for any liability arising out of the performance of this Agreement. Consultant 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.

Consultant 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) Consultant'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. Consultant shall promptly notify the City of Deltona in the event of receipt of such notice from an insurer.

Consultant 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 Consultant.

9. PUBLIC RECORDS

Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

Section 119.0701(2)(a), Florida Statutes

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Consultant 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

**Grant Professionals, Inc.
Dba Brooks & Dun Grant Consulting**

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

By: _____
Theresa E. Brooks _____
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: _____

Witness #2 Print Name: _____

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

EXHIBIT A – PROPOSAL



February 17, 2025

Jonathan McKinney
Finance Director
City of Deltona
2345 Providence Blvd.
Deltona, FL 32725

Dear John:

It has been a pleasure working with you over the past years in the role of Grant Manager. As you requested, this letter is intended to serve as a fee proposal. The initial contract is for the period beginning March 1, 2025, through February 28, 2026. Proposed fees for this period:

The initial monthly retainer of \$7,500. This includes research, writing, reporting, representation, and administration, with additional fees as follows:

- a. ECHO grant applications – preparation of one (1) ECHO application per cycle is included in the monthly fee. Additional ECHO applications will be charged at a fee of \$12,000 per standard and \$15,000 for an exceptional grant.
- b. Preparation of CDBG related documents – additional fees at standard hourly rates (as listed on attached Hourly Rate Schedule).
- c. Hurricane administration – additional fee at standard hourly rates (as listed on attached Hourly Rate Schedule).
- d. Projects with Administration/Management as an allowable grant expense will include additional compensation for Brooks & Dun, and the City of Deltona agrees to any matching funds for these additional fees, as necessary. The maximum additional fee per grant is \$20,000 with a maximum match of \$10,000.

Jonathan McKinney
Finance Director
City of Deltona
February 17, 2025
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The monthly retainer will be reviewed annually as part of the term renewal process.

Any application, administration or project that goes beyond the initial or extended contract period will then be billed at the standard hourly rates, if a renewal to the contract is not successfully re-negotiated.

I look forward to continuing to work with you and the staff in the City of Deltona.

Please do not hesitate to contact me if you have any questions.

Sincerely,



Theresa E. Brooks
President



Hourly Rates

Theresa Brooks, President, \$150 per hour

Michael Brooks, CPA, Finance Director, \$100 per hour

Grants Manager, \$100 per hour

Grant Writer, \$75 per hour

Administrative Manager, \$60 per hour

Administrative Assistant, \$30 per hour