



A Partnership of the City of DeLand & Volusia County

*"Spring Hill CRA Logo"*

# Spring Hill

## Community Redevelopment Agency

"A City County Partnership"

### **MEETING AGENDA**

May 6, 2024

#### **CALL TO ORDER**

#### **CONSENT AGENDA**

1. Approval of Minutes, Regular Meeting, February 5, 2024

#### **PETITIONS AND REQUESTS FROM THE PUBLIC**

#### **DR. JOYCE M. CUSACK RESOURCE CENTER STAFF UPDATE**

#### **UNFINISHED BUSINESS**

1. Discussion re: Approval of Reserve Allocation Spending Plan for Infrastructure Projects

#### **NEW BUSINESS**

1. Consideration Re: Update to the Exterior Improvement Grant Program
2. Consideration Re: Boys & Girls Club / Community Development Block Grant Subrecipient Agreement

#### **BOARDMEMBER COMMENTS/CONCERNS**

#### **NEXT MEETING**

1. Schedule Next Regular Meeting

#### **ADJOURNMENT**

Meeting of May 6, 2024 – 6:00 PM  
DeLand Commission Chambers – DeLand City Hall  
120 South Florida Avenue - DeLand



*Figure 1 - Spring Hill CRA Graphic Logo*

## Consent Item 1



Spring Hill  
Community Redevelopment Agency  
“A City County Partnership”

**MEETING MINUTES**  
February 05, 2024

**CALL TO ORDER**

Chairman Cloudman called the meeting to order at 6:30 P.M.

**BOARD ATTENDANCE:** Christopher Cloudman, Charles Paiva, Daniel Reed, and David Santiago

**STAFF ATTENDANCE:** Mike Grebosz, Shilretha Dixon and Darren J. Elkind

**CONSENT AGENDA**

- 1. Approval of Minutes, Regular Meeting, November 6, 2023**
- 2. Consideration Re: Resolution 2024-01 Carry Over**
- 3. Consideration Re: Resolution 2024-02 Q1 Amendment**

Mr. Paiva made a motion to approve Consent Items 1-3. Mr. Santiago seconded the motion, which carried by a unanimous vote.

**PETITIONS AND REQUESTS FROM THE PUBLIC**

There were no petitions and requests from the public.

**DR. JOYCE M. CUSACK RESOURCE CENTER STAFF UPDATE**

Ms. Dixon reported on upcoming events and activities in Spring Hill.

**NEW BUSINESS**

- 1. Consideration re: Applicant for Exterior Improvement Grant, 638 W. Ida St.**

Mr. Paiva made a motion to deny the exterior grant due to concerns regarding debris. Mr. Santiago seconded the motion, which carried by a unanimous vote.

- 2. Consideration re: Applicant for Exterior Improvement Grant, 460 Green St.**

Mr. Paiva made a motion to approve the exterior grant. Mr. Reed seconded the motion, which carried by a unanimous roll call vote.

**3. Consideration re: Applicant for Exterior Improvement Grant, 425 W. Lisbon Pkwy.**  
This application was withdrawn by city staff.

**BOARDMEMBER COMMENTS/CONCERNS**

There were no board member comments.

**NEXT MEETING**

The next meeting is tentatively scheduled for March 18, 2024.

**ADJOURNMENT**

There being no further business to come before the Board, the meeting was adjourned at 7:00 PM by Chairman Cloudman.



*Figure 2 - Spring Hill CRA Graphic Logo*

## Spring Hill Update (Verbal)



*Figure 3 - Spring Hill CRA Graphic Logo*

## Unfinished Business Item 1

**CITY OF DELAND, FLORIDA**  
**REQUEST FOR COMMUNITY REDEVELOPMENT AGENCY ACTION**  
**May 6, 2024**

|  |                              |
|--|------------------------------|
| <b>Spring Hill CRA</b>   | <b>Attachments:</b>          |
| <b>Subject: Approval of Reserve Allocation Spending Plan for Infrastructure Projects</b> | [ ]                          |
|  | <b>Prepared/Approved by:</b> |
| <b>Michael Grebosz, CRA Administrator</b><br><b>City Manager</b>                         |                              |

**SUMMARY/HIGHLIGHT:**

As highlighted this past November, the Spring Hill CRA has generated additional revenue due to the increase in property values in the last fiscal year. Currently, the amount of general reserve money available is approximately \$1,342,545. Unallocated revenue was designated to certain projects at the November 6, 2023 meeting of the Spring Hill CRA.

The following allocations were outlined at that November CRA meeting, however for the infrastructure improvement portion of the allocation plan, staff is requesting further guidance from the Board now that more accurate cost data has been obtained.

**Approved Areas to Expend Reserve Funds in November:**

- Increase funding to exterior grant program
- Implement two new grant programs
- Increase funding to TURN Festival
- Purchase additional property in CORE area
- 910 S. Adelle Enhancement Project
- Install decorative fence at Dr. Joyce M. Cusack Resource Center
- Implement Trash Amnesty Days
- Enhance Mayor’s Backpack Giveaway
- Enhance Property of the Quarter Program
  - Estimated total for above items: \$290,000

Additionally, there were several infrastructure projects that were outlined at the November meeting, however staff did not have accurate estimates for the projects at that time. Staff has compiled a list of potential infrastructure projects below for the CRA to provide direction to staff for implementation.

### Infrastructure Improvements:

- Options:
  - Candlelight Oaks basketball court: \$75,000
  - Candlelight Oaks additional improvements (ADA, fence replacement, sidewalk repair, sign and wall refurbishment, lighting and road resurfacing: \$420,000
  - Refurbish of Adelle streetscape to include refresh of intersection, landscaping and welcome sign: \$27,000
  - Sidewalk installation and improvements: \$49,000
  - Road paving: \$115,000
  - Crosswalk striping: \$400
  - ADA upgrades: \$13,000
  - Clara Streetscape \$2.4 million (Clara from Beresford to Green)

### Infrastructure Budget Options:

- All infrastructure options total \$3,100,000.
- All infrastructure options minus the Clara Streetscape \$700,000

### Totals:

- Total combined Non-Infrastructure & Infrastructure: \$3,390,000
- Total combined Non-Infrastructure & Infrastructure minus the Clara Streetscape: \$990,000

### **FISCAL IMPACT:**

The fiscal impact is to be determined by selection, currently the CRA has approximately \$1,342,545 in total general reserves that is able to be expended toward initiatives.

### **RECOMMENDATION:**

Staff is seeking direction from the Board on what infrastructure projects to move forward with now that staff has obtained accurate estimates.

**BACKGROUND/DISCUSSION:** As a brief overview, the redevelopment plan broadly outlines six focus areas that include: redevelop the CORE of Spring Hill, effectively provide infrastructure and services, attract investment and create value through public and private partnerships and initiatives, provide a safe and attractive environment, provide job opportunities, training and skill enhancement opportunities.

### **ITEM SUMMARY:**

*Approval of Reserve Allocation Spending Plan for Infrastructure Projects*



*Figure 4 - Spring Hill CRA Graphic Logo*

## New Business Item 1

**CITY OF DELAND, FLORIDA  
REQUEST FOR COMMUNITY REDEVELOPMENT AGENCY ACTION  
May 6, 2024**

|   |   |
|---|---|
| <b>Spring Hill CRA</b>  | <b>Attachments:</b>   |
| <b>Consideration Re: Update to the Exterior Improvement Grant Program</b> | <b>[ X ] Draft of the Updated Policy</b>                    |
|   | <b>Prepared and Approved by:</b><br><br><b>Mike Grebosz</b> |
|   | <b>CRA Administrator</b>                                    |

**SUMMARY/HIGHLIGHT:**

The Spring Hill CRA, with the assistance with the Spring Hill Community Association, has offered a matching grant program that assists property owners with repairs and improvements to their properties. These grants include: replacement windows, replacement exterior doors, fencing, grass, shrubbery replacement, tree removal, painting and the cleaning of yards or parking areas. When properties are improved, that enhances the value of the property, which in turn increases the overall tax base CRA.

The grant program has been popular over the years, however in the last few years the program was not fully utilized. Staff has received feedback from community members and it was determined that the grant program could be updated to encourage property owners to apply. The suggested modifications to the program include increasing the match percentage for the CRA. Costs associated with labor and materials have increased and it is becoming harder for property owners to cover the cost of an improvement project with the existing thresholds.

The current grant program consists of the following policy items:

- 75% of the costs totaling \$4,000
- 50% of the costs for projects exceeding \$4,000
- Maximum grant award cannot exceed \$5,000

Staff recommend the following action to enhance the current program:

- Increasing CRA percentage match by removing the 2<sup>nd</sup> tier reduced match

A proposed new structure drafted by staff would modify the program to the following:

- 75% of the costs for projects totaling \$5,000
- Maximum grant award cannot exceed \$5,000

At this time there is not any anticipated increase to the annual grant allocation to support the proposed enhancement. Staff recommends continuing the allocation of \$20,000 in available exterior grant funding.

**FISCAL IMPACT:**

The grant threshold is set annually by the Spring Hill CRA during the budget process. If additional resources are required staff will recommend an increase during the budget process.

**RECOMMENDATION:**

Staff recommends that the CRA modify the structure to the criteria as proposed above.

**BACKGROUND/DISCUSSION:**

The last time the Exterior Improvement Grant Program was updated was in 2022.

**ITEM SUMMARY:** *Consideration Re: Update to the Exterior Improvement Grant Program*

# SPRING HILL

## EXTERIOR IMPROVEMENT PROGRAM

The City of DeLand and the County of Volusia, through its visioning process, has identified the revitalization of the Spring Hill as one of the elements in creating a strong vibrant community. A series of initiatives have been instituted to assist in the revitalization efforts. The Community Redevelopment Agency has created an Exterior Improvement Grant program that is designed to assist businesses and homeowners in refurbishing their properties. This matching grant program is available to commercial properties and homeowners within the Spring Hill tax increment district for refurbishing building facades and improving exterior yards or parking areas. Eligible projects may receive Grant Awards of:

- 75% of the costs for projects totaling \$5,000.00 which is reimbursable to the owner/applicant upon approval of the completed project by the Spring Hill Neighborhood Association's grant review committee.
- Maximum grant award cannot exceed \$5,000.
- Business or homeowners who are unable to finance their projects may have funds paid directly to a contractor in order to facilitate the project completion.
- The following projects **cannot** be used as a part this grant: roof replacement or patching.
- The following projects **can** be used as a part of this grant: replacement windows, replacement exterior doors, fencing, grass, shrubbery replacement, painting and the cleaning of yards or parking areas.
- **Two estimates are required for each project.**

The grant program will be administered by the Community Redevelopment Agency (CRA), The City of DeLand and the Spring Hill Neighborhood Association (SHNA). The SHNA staff will assist applicants through the grant process; however it is the applicant's responsibility to meet the requirements of the grant program and all applicable City/County regulations. Attached are the following forms:

- A. Grant Instructions
- B. Permit Requirements
- C. Grant Award Criteria
- D. Grant Application
- E. Grant Contract

SPRING HILL NEIGHBORHOOD ASSOCIATION, INC.,(SHNA)  
489 W. Mathis Street  
DeLand, Florida 32720  
(386) 740-0808

Call now for an appointment with a SHNA Representative to discuss your project.

## **“A” GRANT INSTRUCTIONS**

Name of owner or lessee: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Building Owner if different from lessee: \_\_\_\_\_

1. Applicant (owner/lessee) contacts SHNA for a Grant Application. If the applicant is the lessee, written consent of the owner should be attached to the application.
2. SHNA representative discusses the process, including permitting needs, with the owner/lessee and/or their contractor/architect.
3. Owner/Contractor/Architect prepares a detailed outline of the proposed project. This will include:
  - a. **Photographs, clearly showing existing conditions.** ←
  - b. Written specifications outlining scope of work.
  - c. Sample of paint colors to be used.
  - d. Project budget, showing written estimates of all work to be performed.  
**(2 estimates)**
4. SHNA Grant Committee meets with applicant to review the project and make necessary changes.
5. Upon completion of the review by the SHNA Grant Committee the application will be submitted for approval to the CRA.
6. SHNA informs applicant of funding decisions.
7. Upon approval by CRA a SHNA representative will review the contract with the applicant.
8. If permits are required, the applicant/Contractor presents plans to either the City of DeLand or the County of Volusia building department for review of building regulations and historic preservation compliance if necessary. The County of Volusia is responsible for issuing permits in the unincorporated area; the City of DeLand is responsible for issuing permits within the City limits.
9. Building department issues building permits if necessary. The County of Volusia is responsible for issuing permits in the unincorporated area; the City of DeLand is responsible for issuing permits within the city limits.
10. Project work commences within 30 days of obtaining a building permit.
11. For work requiring a building permit, either the City of DeLand or the County of Volusia's Building Department reviews work completed and if completed correctly issues a Certificate of Completion to applicant.
12. Applicant provides SHNA with documentation of project, permits, certificate of completion, canceled checks or paid receipts for all grants improvements.
13. SHNA representative requests that the City of DeLand issue payment to either the contractor or owner or lessee.

Note: Any unapproved deviation from approved proposal will void any grant funding.

I have read and understand these instructions

\_\_\_\_\_  
Signature of Applicant

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

Date: \_\_\_\_\_

## **“B” GRANT PERMIT REQUIREMENTS**

Certain areas of Spring Hill are located within the City of DeLand’s municipal limits. The DeLand Building Department, located at City Hall, 120 S. Florida Avenue (phone: 626-7007) issues permits for properties within the City limits. For areas outside of the City limits, the Volusia County Permit Center issues building permits. Their office is located in the Thomas C. Kelly Administration Center, 123 W. Indiana Avenue (phone: 736-5928).

Owner may act as their own contractor; however, permits must be obtained when required.

### **PERMITS MAY BE REQUIRED FOR THE FOLOWING ITEMS:**

- Electrical
- Awnings
- Signage
- Renovation – Structural Renovation or Structural Aesthetic Changes
- Tree removal
- Window replacement

No permits are needed for painting or spray cleaning.

Owners or grantees are responsible for meeting with City or County building officials prior to grant application to find out the legal needs, permits, etc. Owner/grantee must comply with all relevant requirements. Owner/grantee is responsible for making certain that their contractors have pulled the proper permits.

SIGNED: \_\_\_\_\_ Date: \_\_\_\_\_

## **“C” GRANT AWARD CRITERIA**

1. Installation or replacement of broken or missing doors, windows and screens.
2. Exterior building repairs of sagging porches; broken steps and railings; support column repair; exterior wall repair; repair of gutters and/or downspouts; etc.
3. Repainting of buildings with peeling paint.
4. Installation or rehabilitation of signs and canopies.
5. Removal of dead trees and landscaping, and junk and debris from yard areas.
6. Installation of water-wise landscaping materials
7. Non-repeat location within five years.

**“D” GRANT APPLICATION**

Project: \_\_\_\_\_  
Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ FAX #: \_\_\_\_\_  
Type of Facade Improvement Planned: \_\_\_\_\_  
Estimated Cost of Project: \$ \_\_\_\_\_  
Amount Requested: \$ \_\_\_\_\_  
Deposit Payment: \$ \_\_\_\_\_ Check/Cash/Money Order

The City of DeLand prefers to reimburse owners/applicants after the contractor has been paid. However, in cases of financial hardship grants, The CRA’s match portion of the grant may be reimbursed directly to the contractor upon authorization of the CRA.

Attach detailed outline of proposed work, including:

- 1. Photographs clearly showing existing conditions.
- 2. Detailed drawing to approximate scale, showing proposed improvements.
- 3. Samples of proposed colors to be used on facade and signs, if applicable.
- 4. Project budget with contractor estimates.

**AGREEMENT**

I understand that in order for my request for funding to be approved, I must agree to follow the recommendations of the SHNA Grant Committee and comply with the following:

- 1. Exterior Improvement grants apply only to those buildings and properties within the Tax Increment District.
- 2. Only projects which have not received grant funds within the past FIVE (5) years will be given consideration.
- 3. It is the responsibility of the owner or APPLICANT to obtain all required permits from the city or County **BEFORE** beginning any work. No reimbursements will be received without the proper permits before work begins.
- 4. Project work must begin 30 days after permits are obtained.
- 5. Monies are for exterior improvements only and will be reimbursed upon completion of work. (Any changes made to the property that have not been approved by the SHNA Grant Committee will not be funded.)
- 6. For projects where the applicant is not the property owner, the applicant must obtain approval in writing that the property owner concurs with the execution of the proposed work.

NOTE: NO PROJECT WORK MAY BEGIN WITHOUT:

- 1. CRA Approval.
- 2. Signed Contract Documents.
- 3. All required permits. (See Exhibit B)

SIGNED: \_\_\_\_\_ Date: \_\_\_\_\_

## **“E” EXTERIOR IMPROVEMENT GRANT CONTRACT**

This agreement is made and entered into the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the SHNA DeLand Association, (hereinafter “Association”) and \_\_\_\_\_ (hereinafter “Contractor”) and \_\_\_\_\_ (hereinafter “Applicant”), for a grant project on the property located at \_\_\_\_\_, for and in consideration of the mutual covenants expressed herein and other good and valuable considerations. The adequacy of which is hereby acknowledged, the parties agree as follows:

### **CONTRACTOR AGREES**

A. To perform the work for the project set forth in the specifications attached hereto and made a part hereof in a workmanlike manner and all work shall be done in strict conformance with all applicable federal, state, county and city codes, laws, regulations and ordinances.

B. To commence the specified work within 30 days after the approval of the project by the SHNA Grant Committee and the Spring Hill Community Redevelopment Agency and obtaining all required permits and to complete the work within \_\_\_\_ days after commencement, including such extensions as may be granted by the SHNA Grant Committee and applicant in writing.

C. To guarantee all work performed by him/her for a period of one year against defects in workmanship and materials.

D. To hold harmless the SHNA Grant Committee and its individual members, the “Association” including its Executive Director and employees and the City of DeLand or the County of Volusia in the event of property damage, personal or physical injury occurs as a result of working on the project.

E. Unless prior arrangements have been made, The SHNA Grant Committee or the City of DeLand does not pay the Contractor, and the Contractor shall not bill the SHNA Grant Committee or the “Association” or the City. Reimbursement of \$\_\_\_\_\_ shall be made by the City of DeLand to the Applicant upon contractor’s completion of work, and the SHNA Grant Committee and City of DeLand’s on site inspection and acceptance of same. Contractor shall seek payment for their performance under the contract from the applicant.

**“E” EXTERIOR IMPROVEMENY GRANT CONTRACT (continued)**

**THE “ASSOCIATION” AGREES:**

The work in progress will be inspected by the Association and the Association will work with the Applicant and the Contractor to ensure that the work meets the objectives of the Exterior Improvement Grant Program. Neither the SHNA Grant Committee nor the “Association” will be responsible for the quality of material and workmanship.

**THE “APPLICANT” AGREES:**

1. To bear responsibilities to the Contractor for total cost of the project.
2. To maintain, with no substantial changes, the facade and improvements for ten (10) years unless otherwise agreed to by the SHNA Grant Committee and the CRA.
3. To submit to the guidelines of SHNA Grant Committee and the CRA for the project.
4. To hold harmless the SHNA Grant Committee and its individual members, the “Association” including its Executive Director and employees and the City of DeLand in the event of property damage, personal or physical injury that occurs as a result of the project.

WITNESS the hands and seals of the parties hereto the date first written above.

BY: \_\_\_\_\_  
City of DeLand - CRA

BY: \_\_\_\_\_  
SHNA DeLand Association

BY: \_\_\_\_\_  
Contractor

BY: \_\_\_\_\_  
Owner





*Figure 5 - Spring Hill CRA Graphic Logo*

## New Business Item 2

**CITY OF DELAND, FLORIDA  
REQUEST FOR COMMUNITY REDEVELOPMENT AGENCY ACTION  
May 6, 2024**

|   |   |
|---|---|
| <b>Spring Hill CRA</b>  | <b>Attachments:</b>   |
| <b>Consideration Re: Boys &amp; Girls Club /<br/>Community Development Block Grant<br/>Subrecipient Agreement</b> | <b>[ X ] Community Development Block Grant<br/>Subrecipient Agreement 2023/24</b> |
| <b>Prepared by:</b>   | <b>Approved by:</b>   |
| <b>Darren Elkind, City Attorney</b>   | <b>Mike Grebosz, CRA Administrator</b>  |

**SUMMARY/HIGHLIGHT:**

Request for approval of Community Development Block Grant Subrecipient Agreement to facilitate the Boys and Girls Club’s receipt of a CDBG grant for the renovation of their facilities in Spring Hill.

**FISCAL IMPACT:**

There is no fiscal impact to the CRA as a result of this item.

**RECOMMENDATION:**

Staff recommends that the CRA approve the attached agreement.

**BACKGROUND/DISCUSSION:**

Volusia County staff has been working with the Boys and Girls Club of Volusia/Flagler Counties, Inc. (BGC) for some time on a community development block grant for the overhaul of the BGC’s facilities in Spring Hill. The grant has been awarded and the next step in the process prior to funds being distributed for the work, is to have the County, as the recipient of the block grant funds, and the BGC as the subrecipient, enter into an agreement that defines the obligations of the parties.

The CRA previously contracted to transfer the property on which the BGC facilities are located to the BGC. However, County Staff advised that there would need to be a special exception granted by the County before the transfer could take place and that the transfer would otherwise slow down the grant funding process, so the property will remain in CRA ownership until the grant and all work are completed. Since the CRA will remain the property owner during the grant funding and construction process, it is appropriate to have the CRA sign off on the attached subrecipient agreement. The approval of this agreement will also serve to formally authorize BGC, as the CRA’s tenant, to do the work contemplated by the CDBG grant.

Subsequent to this meeting, an amendment to the purchase and sale agreement with the BGC that the CRA previously approved will be presented to the CRA. This is for the purpose of extending the property transfer date until such time as the CDBG grant is closed out and the special exception (zoning) process is completed with Volusia County.

**ITEM SUMMARY:** *Consideration Re: Request for approval of Community Development Block Grant Subrecipient Agreement*

**COUNTY OF VOLUSIA/  
BOYS AND GIRLS CLUB OF VOLUSIA/FLAGLER COUNTIES, INC  
COMMUNITY DEVELOPMENT BLOCK GRANT  
SUBRECIPIENT AGREEMENT FY 2023/24**

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**COUNTY OF VOLUSIA/  
BOYS AND GIRLS CLUB OF VOLUSIA/FLAGLER COUNTIES, INC  
COMMUNITY DEVELOPMENT BLOCK GRANT  
SUBRECIPIENT AGREEMENT FY 2023/24**

This AGREEMENT is made by and between THE COUNTY OF VOLUSIA, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY") and BOYS AND GIRLS CLUB OF VOLUSIA/FLAGLER COUNTIES, INC, a non-profit organization located in Volusia County, Florida (hereinafter referred to as the "SUBRECIPIENT").

**WITNESSETH:**

WHEREAS, the COUNTY has the authority to enter into a binding agreement for the expenditure of all or a portion of its Community Development Block Grant (CDBG) funds; and

WHEREAS, the regulations of 24 CFR 570, (as now in effect and as may be amended from time to time), which are incorporated by reference, constitute a part of this AGREEMENT; and

WHEREAS, the COUNTY has determined that the SUBRECIPIENT, through its participation in the County of Volusia Urban County Community Development Block Grant, meets the requirement for subrecipients as defined at 24 CFR 570.500(c); and

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth herein, the COUNTY and the SUBRECIPIENT or its authorized agent ("Agent") agree as follows:

1. **Responsibility for Grant Administration:** In accordance with Subpart J of 24 CFR 570, the COUNTY is responsible for ensuring the administration of CDBG funds in accordance with all program requirements. The use of subrecipients or contractors does not relieve the COUNTY of this responsibility. The COUNTY is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise, such as those actions described in 24 CFR 570-910.
2. **Other Program Requirements:** This AGREEMENT shall require the SUBRECIPIENT and/or its Agent, as applicable, to carry out each activity in compliance with all federal laws and regulations in Subpart K of 24 CFR 570 as further described in ATTACHMENT III—Certifications and Other Regulations, which is attached hereto and made a part hereof as if fully rewritten, except that:
  - a. Neither the SUBRECIPIENT nor its Agent, as applicable, assumes the COUNTY'S environmental responsibilities as described in 24 CFR 570.604; and

- b. Neither the SUBRECIPIENT nor its Agent, as applicable, is required to comply with the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970, as amended, and described in 49 CFR Part 24; and
  - c. Neither the SUBRECIPIENT nor its Agent, as applicable, assumes the COUNTY'S responsibility for initiating the governmental review process under Executive Order 12372, as described at 24 CFR 576.612.
3. **Scope of Services:** The SUBRECIPIENT or its Agent, as applicable, hereby agrees to allow expenditure of "Urban County CDBG" funds, as defined in 24 CFR 570.3, within its jurisdiction. The COUNTY, SUBRECIPIENT or its Agent, as applicable, hereby agrees to utilize funds made available under the CDBG Program for the purpose of implementing activities as described in SECTION A—Activity Responsibility and Description of ATTACHMENT I—STATEMENT OF WORK, which is attached hereto and made a part hereof as if fully rewritten. Changes in ATTACHMENT I—STATEMENT OF WORK may be requested from time-to-time by the COUNTY or the SUBRECIPIENT or its Agent, as applicable, and shall be incorporated as written amendments to this AGREEMENT. The SUBRECIPIENT or its Agent, as applicable, certifies that the Community Development project(s) provided for herein shall be given maximum feasible priority to activities that benefit low-or moderate-income families, according to the metrics set forth in 24 CFR 570.3, or aid in the prevention or elimination of slums or blight.
4. **Time of Performance:** This AGREEMENT shall take effect from May 1, 2024 through and including April 30, 2025. If necessary, the performance period of the AGREEMENT may be extended through a formal amendment process initiated by a written request from the SUBRECIPIENT.
5. **Compliance with Regulations:** The SUBRECIPIENT and its Agent shall comply with the applicable uniform administrative requirements as described in 24 CFR 570.502, including those listed in ATTACHMENT III-CERTIFICATION AND OTHER REGULATIONS, which are attached hereto and made a part hereof as if fully rewritten.
6. **Maintenance and Availability of Records:** In connection with the AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, shall maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials, and any evidence pertaining to costs incurred, as more fully described in ATTACHMENT IV-RECORDS TO BE MAINTAINED, which is attached hereto and made a part hereof as if fully rewritten.

Copies of all CDBG related records generated by the SUBRECIPIENT or its Agent, as applicable, shall be available for inspection by the Department of Housing and Urban Development, the Comptroller General of the United States, and any authorized representative of the COUNTY.

Such records shall be available at the SUBRECIPIENT or its Agent's offices, as applicable, at all reasonable times during the contract period and kept for a period of five (5) years after expiration of this AGREEMENT. If a claim, investigation, or

litigation is pending after what is assumed to be final payment, such pending action is deemed to have cancelled the final payment date. In such a case, the retention period will not commence again until final settlement of the claim, investigation or litigation.

This Section 8 shall be in addition to, and not in lieu of, the Florida Public Records law requirements set forth in Section 22 herein.

7. **Program Income:** All income received from CDBG funded activities shall be considered program income and subject to the requirements set forth in 24 CFR 570.504 (c) of the CDBG regulations. The AGREEMENT, ATTACHMENT II – BUDGET, specifies whether program income received is to be returned to the COUNTY or retained by the SUBRECIPIENT and/or its Agent, as applicable.
8. **Reversion of Assets:** Upon expiration of this AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, agrees to transfer to the COUNTY any CDBG funds on hand at the time of expiration and shall assign any accounts receivable attributable to the use of CBBG funds to the County. It shall also ensure that any real property under the SUBRECIPIENT or its Agent's control, as applicable, that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:
  - a. Used to meet one of the National Objectives in 24 CFR 570.208 until 5 years after expiration of the AGREEMENT, or such longer period of time as determined appropriate by the COUNTY; or
  - b. Is disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. (Reimbursement is not required after the period of time specified in Paragraph 11.a. above).
9. **Subcontracting:** All work or services covered by this AGREEMENT, which is subcontracted, shall be specified by written contract and subject to all provisions of this AGREEMENT. **All subcontracts must be submitted to the County for its prior written approval and are subject to such approval prior to any execution thereof.**
10. **Suspension and Termination:** The COUNTY may terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any CDBG funds at its discretion if the SUBRECIPIENT or its Agent, as applicable:
  - a. Violates any provision of this AGREEMENT; or
  - b. Violates any provision of the Housing and Community Development Acts of 1974 and 1977, as amended; or

- c. Violates any applicable regulations or terms and conditions of approval of the applications that the Secretary of Housing and Urban Development has issued or shall subsequently issue during the period of this AGREEMENT; or
- d. Fails to complete performance in a timely manner; or
- e. Files for bankruptcy (voluntary or involuntary); becomes subject through appointment by any court to a receiver taking possession of substantially all of its assets or remaining in receivership in excess of 60 days; has substantially all of its assets attached, subject to execution or other judicial seizure; or does not perform as required under this Agreement.

The COUNTY may also terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, by giving the SUBRECIPIENT or its Agent, as applicable, 30 days' written notice, in the event that the Secretary of HUD shall:

- f. Withdraw funds allocated to the COUNTY under its application for program activities that substantially prevent performance of the Community Development program in the COUNTY;
- g. Terminate the COUNTY'S funding allocation pursuant to an Act of Congress.

11. **Audit:** The SUBRECIPIENT and its Agent, as applicable, shall comply with the audit requirements set forth in 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

12. **Conflict of Interest:** The SUBRECIPIENT certifies that it and its Agent, as applicable, maintains a code or standards of conduct that govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds.

Except for the use of CDBG funds to pay for salaries and other related administrative or personnel costs, the SUBRECIPIENT certifies that no employee, agent, or officer of the SUBRECIPIENT or its Agent, as applicable, who exercises decision making responsibility with respect to CDBG funds and activities, is allowed to obtain a financial interest in or benefit from CDBG activities, or have a financial interest in any contract, subcontract or agreement regarding those activities or in the proceeds of the activities. Specifically:

- a. This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, designated public agency, SUBRECIPIENT or its Agent; and to their immediate family members, and business partner(s).
- b. The requirement applies for such persons during their tenure and for a period of one year after leaving the grantee, SUBRECIPIENT or its Agent, as applicable, organization.

- c. It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses and other private entities for all eligible activities (Section 570.201-205); and provision of loans to individuals, businesses and other private entities.
  - d. Upon written request, exceptions may be granted by HUD after consideration of the cumulative effect of various factors on a case-by-case basis, and only with: (a) full disclosure of the potential conflict, and (b) a legal opinion of the grantee's attorney that there would be no violation of state or local laws in granting the exception.
13. **Indemnification:** The SUBRECIPIENT and its Agent, as applicable, shall hold harmless, defend and indemnify the COUNTY, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status, the U.S. Department of Housing and Urban Development, and any other governmental agencies or subdivisions, and their officers, agents and employees, from, or on any account of, any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever that arise from the SUBRECIPIENT'S, or its Agent's, employees', or officers' performance or non-performance of the terms of this AGREEMENT.
14. **Additional Provisions:** Notwithstanding anything set forth in this AGREEMENT to the contrary, nothing in this AGREEMENT shall be deemed as a waiver of immunity or limits of liability of the COUNTY beyond any statutory limited waiver of immunity or limits of liability (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature liability in tort, and, unless otherwise further limited by state or federal law, the cap on the amount and liability of the COUNTY for damages arising from any claims related to this AGREEMENT, regardless of the number or nature of claims or whether such claim sounds in tort, equity, or contract, shall not exceed the dollar amount set by the Florida legislature for tort damages. Further, nothing in this AGREEMENT shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY OF VOLUSIA, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of state or federal law, except as may be expressly provided herein.
15. In no event shall the COUNTY be liable to the SUBRECIPIENT or its Agent, as applicable, for any incidental, indirect, special, punitive or consequential damages even if the COUNTY knew or should have known about the possibility of such damages for any provision of this AGREEMENT.
16. The SUBRECIPIENT shall, and shall ensure that its Agent, as applicable, shall at its own expense, defend, indemnify and hold harmless the COUNTY, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status,, from and against all liabilities, claims, demands, actions,

causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) which may arise under any claim or cause of action whatsoever, contract, equity or tort (including personal injury, death, and damage to tangible property) to the extent caused by the SUBRECIPIENT's or its Agent's, as applicable, negligence or intentional tortuous conduct in the performance of this AGREEMENT.

17. Notwithstanding the provisions of Paragraph 17, the SUBRECIPIENT and its Agent, shall save, indemnify, and hold the COUNTY harmless from any and all claims and actions from the SUBRECIPIENT's Subcontractors for payment for Services and Software provided by Subcontractors for the SUBRECIPIENT or its Agent, as applicable, under this AGREEMENT.

18. **Venue / Jurisdiction / Attorney's Fees.** This AGREEMENT shall be governed by the laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida. Venue for and jurisdiction over any civil lawsuit filed in connection with this AGREEMENT shall, if in state court, be in the 7<sup>th</sup> Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. In any civil dispute arising from this AGREEMENT, the parties agree to bear their own attorneys' fees and costs, unless otherwise expressly provided herein.

19. **Public Records.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Subrecipient with this statement and establish the following requirements as contractual obligations pursuant to the AGREEMENT:

**IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5955, [communityassistance@volusia.org](mailto:communityassistance@volusia.org), or by mail, Community Assistance Division, Attn: Public Records Custodian, 121 W. Rich Ave., DeLand, FL 32720.**

By entering into this AGREEMENT, Subrecipient acknowledges and agrees that any records maintained, generated, received, or kept in connection with or related to the performance of services provided under this AGREEMENT are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Subrecipient entering into an AGREEMENT for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this AGREEMENT.
- B. Upon request from the County's custodian of public records, provide the County 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. 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 term and following completion or termination of the AGREEMENT if the Subrecipient does not transfer the records to the County.
- D. Upon completion or termination of the AGREEMENT, transfer, at no cost, to the County all public records in the possession of the Subrecipient or keep and maintain public records required by the County to perform the service. If the Subrecipient transfers all public records to the County upon completion or termination of the AGREEMENT, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion or termination of the AGREEMENT, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Pursuant to current state law, requests to inspect or copy public records relating to the County's AGREEMENT for services must be made directly to the County. If Subrecipient receives any such request, Subrecipient shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Subrecipient of such request, and the Subrecipient must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Subrecipient acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Subrecipient further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Subrecipient shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Subrecipient's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Subrecipient's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Subrecipient authorizes County to seek declaratory, injunctive, or other appropriate relief against Subrecipient from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

20. SUBRECIPIENT acknowledges the COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes (commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")), the SUBRECIPIENT acknowledges that the COUNTY is required to comply with Article 1, Section 24,

Florida Constitution and Chapter 286, Florida Statutes. SUBRECIPIENT and its Agent, as applicable, agrees to comply with these laws and any other laws related to complying with the Sunshine Law, to require any Subcontractors to comply with all laws, as applicable, and to assist COUNTY in complying with the same as it relates to all aspects of this AGREEMENT.

21. The SUBRECIPIENT and its Agent, as applicable, agrees to maintain such financial records and other records as may be prescribed by the COUNTY or by applicable federal and state laws, rules, and regulations. COUNTY shall have the right to audit the books, records, and accounts of the SUBRECIPIENT and its Agent, as applicable, that are directly related to this AGREEMENT. The SUBRECIPIENT shall, and shall require its Agent, as applicable, to keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this AGREEMENT. The SUBRECIPIENT and its Agent, as applicable, shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this AGREEMENT for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this AGREEMENT. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to the SUBRECIPIENT's or its Agent's records, as applicable, the SUBRECIPIENT and its Agent shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the SUBRECIPIENT or its Agent, as applicable. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.
22. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this AGREEMENT will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

|  |  |
|--|--|
| <b>In the case of County:</b>  | <b>with a copies of legal notices to:</b>  |
| County of Volusia<br>Attn: Carmen Hall<br>Director, Community Assistance<br><br>Address: 121 W. Rich Ave.<br>DeLand, FL 32720<br><br>Phone: (386) 736-5955<br>Fax: (386) 740-5112            | County of Volusia<br>Attn: County Attorney<br><br>Address: 123 W. Indiana Ave.<br>Room 301<br>DeLand, FL 32720<br><br>Phone: (386) 736-5950<br>Fax: (386) 736-5990                           |
| <b>In the case of SUBRECIPIENT :</b>   | <b>with a copy of legal notices to:</b>  |
| Boys and Girls Club of Volusia/Flager<br>Counties, Inc.<br>Attn: Joe Sullivan, CPO<br><br>Address: 101 N. Woodland Boulevard,<br>Suite 400,<br>DeLand, FL 32720<br><br>Phone: (386) 734-0555 | Boys and Girls Club of Volusia/Flager<br>Counties, Inc.<br>Attn: Joe Sullivan, CPO<br><br>Address: 101 N. Woodland Boulevard,<br>Suite 400,<br>DeLand, FL 32720<br><br>Phone: (386) 734-0555 |

23. Each party will act in good faith in the performance of its respective responsibilities under this AGREEMENT and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this AGREEMENT.
24. This Agreement shall not be assigned, transferred, or encumbered by SUBRECIPIENT unless authorized by the COUNTY in writing as a modification to this Agreement.
25. By entering into this AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, and the COUNTY hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this AGREEMENT for any litigation limited solely to the parties of this AGREEMENT and to the Agent of SUBRECIPIENT, as applicable.
26. If any provision of this AGREEMENT shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this AGREEMENT shall remain in full force and effect unless the COUNTY or the SUBRECIPIENT elect to terminate this AGREEMENT. An election to terminate this AGREEMENT based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this AGREEMENT, the

parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

27. This Agreement and attached exhibits and amendments thereto constitute the full and complete understanding between the parties.

28. **Amendments:** Upon mutual consent of both parties, this AGREEMENT may be amended in writing.

29. By entering into this Subrecipient Agreement, SUBRECIPIENT acknowledges that Attachment VII is incorporated into this Subrecipient Agreement and forms a material part of this Subrecipient Agreement.

**COUNTY OF VOLUSIA/  
BOYS AND GIRLS CLUB OF VOLUSIA/FLAGLER COUNTIES, INC  
COMMUNITY DEVELOPMENT BLOCK GRANT  
SUBRECIPIENT AGREEMENT FY 2023/24**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the COUNTY and the SUBRECIPIENT have executed this AGREEMENT.

\_\_\_\_\_  
Joe Sullivan  
Chief Professional Officer  
Boys and Girls Club of  
Volusia/Flagler Counties, Inc

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carmen Hall  
Community Assistance Director  
County of Volusia

\_\_\_\_\_  
Date

## ATTACHMENT I – STATEMENT OF WORK

### SECTION A – ACTIVITY RESPONSIBILITY AND DESCRIPTION

The organization responsible for implementing each activity and a brief description of the activity is identified below. Implementation of these activities shall comply with the regulations of 24 CFR 570, as now in effect and as may be amended from time to time.

The COUNTY shall:

1. Spring Hill Teen Center and Pavillion: Be responsible for the demolition of the existing building and construction of a new facility that will include a teen center, kitchen, recreation area, career lab, and an outdoor area with a pavillion. Project to also include the demolition and replacement of the existng sidewalk and handicap parking pad.
2. Be responsible for monitoring all programmatic regulations, to provide review and certification that environmental regulations have been adhered to, and providing technical assistance as requested.
3. Be responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise.
4. The COUNTY Housing and Grants Staff shall review and approve, prior to execution, all procurement procedures and subcontracts for compliance with the Davis-Bacon Fair Labor Standards Provisions, Minority and Women’s Business Enterprise (MWBE) affirmative requirements, Executive Order 11246, Section 3 of Housing and Urban Development Act of 1968, Federal Debarment/Suspension of contractors, and other applicable federal labor and equal opportunity requirements.

The SUBRECIPIENT shall be responsible for the following activities:

1. Provide funds to the COUNTY to cover the remaining cost of construction after use of CDBG funds as identified in ATTACHMENT II. These funds must be in the possession of the COUNTY prior to award of a contractor.
2. Maintain ownership of the property and ensure the newly construction stays publicly owned for a period of no less than five years.
3. Provide monthly reporting on the project’s accomplishment and LMI Clientele Status for the first year of operation from the time of occupancy. Annual reporting shall be submitted following the first year of operation until five years from the time of occupancy.

**SECTION B – AREA SERVICES**

Persons residing in the geographic location of the following Census Tracts and Block Groups will benefit from the above listed activities. The percentage of low/moderate income persons residing in each Census Tract and Block Group, as defined by the American Community Survey data, is shown below.

| Activity                              | Census Tract(s)/ Block Group(s) | Percentage Low/Moderate Income Persons |
|---------------------------------------|---------------------------------|--|
| <b>Capital Projects</b>               |                                 |  |
| Spring Hill Teen Center and Pavillion | N/A                             | N/A                                    |

**SECTION C – LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES**

The Subrecipient agrees to provide the following level of program services:

| <u>Activity</u>                       | <u>Units per Month</u> | <u>Total Units per Year</u>     |
|---------------------------------------|------------------------|---------------------------------|
| Spring Hill Teen Center and Pavillion | N/A                    | 167 presumed low-income persons |

Note: Units means the number of low- and moderate-income persons residing in the area that will benefit directly from new or improved access to an infrastructure or public facility benefit and those persons who have low- and moderate-incomes.

**SECTION D – RECORDS AND REPORTS TO BE PROVIDED AND MAINTAINED**

Records and reports to be provided to the COUNTY:

1. The SUBRECIPIENT and/or its Agent shall provide,
  - Monthly Report Summary Form must be submitted for the following activity: Spring Hill Teen Center and Pavilion
  - LMI CDBG Clientele Status Report must be submitted for the following activity: Spring Hill Teen Center and Pavillion.
2. The SUBRECIPIENT and/or its Agent shall provide other reports as may be prescribed by the COUNTY or the Secretary of HUD from time to time.

Records to be maintained by the SUBRECIPIENT:

The SUBRECIPIENT and/or its Agent shall maintain all required records, which are applicable to the CDBG-assisted activity, as set forth in ATTACHMENT IV to this AGREEMENT.

## ATTACHMENT II – BUDGET

The total amount of CDBG funds allocated to community development activities in Boys and Girls Club of Volusia/Flagler Counties is **\$579,797**. The following chart provides details as to the organization responsible for implementing each of the activities, a description of the activities and the amount of funds budgeted for the activity.

| RESPONSIBILITY  | DESCRIPTION OFACTIVITY  | BUDGET           |
|---|---|------------------|
| Boys and Girls Club of<br>Volusia/Flagler Counties, Inc | <u>Spring Hill Teen Center and Pavillion:</u> Be responsible for the demolition of the existing building and construction of a new facility that will include a teen center, kitchen, recreation area, career lab, and an outdoor area with a pavillion. Project to also include the demolition and replacement of the exisiting sidewalk and handicap parking pad. | \$579,797        |
| <b>TOTAL</b>  |   | <b>\$579,797</b> |

In the event Program Income is generated prior to the SUBRECIPIENT receiving ownership of the building and property, such income shall be returned to the COUNTY.

## **ATTACHMENT III – CERTIFICATION AND OTHER REGULATIONS**

### **SECTION A – APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS**

The COUNTY, SUBRECIPIENT and their Agents which are, or represent governmental entities, shall comply with the requirements and standards, and any revisions or amendments thereto, of 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and with the applicable portions of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" as provided in 24 CFR 570.502.

### **SECTION B – EQUAL OPPORTUNITY**

The SUBRECIPIENT and their Agent agrees to comply with:

1. Title VI of the Civil Rights Act of 1964 (P.L.88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the SUBRECIPIENT, this assurance shall obligate the SUBRECIPIENT, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
2. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
3. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation under, any program or activity funded in whole or in part with the Community Development funds.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

4. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.
5. Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contracts.
6. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and the HUD regulations issued pursuant thereto (24 CFR Part 135), shall govern all housing rehabilitation and community development construction contracts in excess of \$200,000 where at least \$100,000 of Federal CDBG funds are used, as follows:
  - a. The work to be performed under the contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons particularly persons who are recipients of HUD assistance for housing.
  - b. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
  - c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - d. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations 24 CFR Part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
  - f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
  - g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
7. The affirmative requirements, as set forth in 24 CFR Part 85.36 (e), to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible, to include the following actions:
- a. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
  - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - d. Establishing delivery schedules, where the requirements permits, which encourage participation by small and minority business, and women's business enterprises;
  - e. Using the services and assistance of the Small Business Administration and the Minority Businesses Development Agency of the Department of Commerce; and
  - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) – (e) of the section.

## SECTION C – INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

## SECTION D – INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF THE SUBRECIPIENT, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No member, officer, or employee of the SUBRECIPIENT or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

## SECTION E – HATCH ACT

The SUBRECIPIENT agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor shall personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.

## SECTION F – DAVIS-BACON FAIR LABOR STANDARDS PROVISIONS

The SUBRECIPIENT agrees to comply with 24 CFR 570.603, Labor Standards of the Regulations published by HUD for Community Development Block Grants.

## SECTION G - USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.

The SUBRECIPIENT agrees to comply with the requirements of 24 CFR parts 5 and 24, which prohibit a person who is debarred or suspended from receiving Federal financial and non-financial assistance and benefits under any Federal Programs.

## SECTION H – ANTI-LOBBYING

The SUBRECIPIENT agrees that:

1. 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;

2. 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 the 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.

#### SECTION I – COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

The SUBRECIPIENT agrees to comply with any conditions resulting from the COUNTY'S compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR 58.5 insofar as the provisions of such Act apply to the activities set forth in ATTACHMENT I – STATEMENT OF WORK.

#### SECTION J – COMPLIANCE WITH FLOOD DISASTER PROTECTION ACT

This AGREEMENT is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this AGREEMENT is approved for acquisition or construction purposes as defined under Section 3 (a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this AGREEMENT for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this AGREEMENT shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to financial assistance for acquisition or construction purposes under Section 102 (2) of Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction of such land is not itself funded with assistance under this AGREEMENT.

## SECTION K – COMPLIANCE WITH AIR AND WATER ACTS

This AGREEMENT is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the COUNTY shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this AGREEMENT, the following requirements.

1. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
4. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph 1 through 4 of this section in every nonexempt subcontract and requiring the contractor will take such action as the Government may direct as means of enforcing such provisions.

In no event shall any amount of the assistance provided under this AGREEMENT be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

## SECTION L – HISTORIC PRESERVATION

The AGREEMENT is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The COUNTY must take into account the effect of a project on any district, site, building, structure or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National

Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

#### SECTION M – ARCHITECTURAL BARRIERS

This AGREEMENT is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with CDBG funds must comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible To, and Usable By, the Physically Handicapped."

#### SECTION N – LEAD BASED PAINT

This AGREEMENT is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.), and the Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR 570.608). The use of lead-based paint is prohibited whenever CDBG funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with CDBG funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

#### SECTION O – PROPERTY DISPOSITION

Real or personal property purchased in whole or in part with CDBG funds shall not be disposed through sale, use, or location without the written permission of the COUNTY. The proceeds from the disposition of real property shall be considered program income and subject to 24 CFR 570.504(c).

#### SECTION P – ACQUISITION/RELOCATION

This AGREEMENT is subject to providing a certification that the parties will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24 and 24 CFR Part 511.14, which govern the acquisition of real property for the project and provision of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

#### SECTION Q – COMPLIANCE WITH BUILD AMERICA, BUY AMERICA ACT

The SUBRECIPIENT must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

## ATTACHMENT IV – RECORDS TO BE MAINTAINED

The SUBRECIPIENT and its Agents shall establish and maintain sufficient records to enable the COUNTY and/or the Secretary of the Department of Housing and Urban Development (HUD) to determine whether the terms and condition of this AGREEMENT have been met. At a minimum, the parties shall maintain the following records for the term of the AGREEMENT and five (5) years after closure:

Section A. The COUNTY shall maintain:

1. Records providing a full description of each activity assisted (or being assisted) with Community Development Block Grant (CDBG) funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated, and expended for the activity, records pertaining to the leverage of the CDBG funds with other Federal, State, local, private or other funding, and the provision of Subpart C – Eligible Activities of 24 CFR Part 570 under which the activity is eligible for CDBG-assistance.
2. Records demonstrating that each activity undertaken pursuant to this AGREEMENT meets one of the criteria for meeting the CDBG National Objectives set forth in 24 CFR 570.208. The COUNTY will require the SUBRECIPIENT to maintain or produce records to support the activity's CDBG eligibility and its criteria for meeting the CDBG National Objectives as set forth in Section II below.
3. Records that demonstrate the COUNTY has made the determinations required as a condition of eligibility of certain activities, as prescribed in Sections 570.201(f), 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).
4. Records that demonstrate compliance with the citizen participation requirements prescribed in Section 104(a)(3) of the Act, and in 24 CFR 570.301(b) and 570.305 for Entitlement Communities.
5. Records that demonstrate compliance with fair housing and equal opportunity laws

Section B. The SUBRECIPIENT shall maintain:

1. Records providing a full description of each activity assisted (or being assisted) with Community Development Block Grant (CDBG) funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated, and expended for the activity, and records pertaining to the leverage of the CDBG funds with other Federal, State, local, private or other funding.
2. For each activity determined to benefit LMI persons based on the area served by the activity:
  - a. The boundaries of the service area;
  - b. The income characteristics of families and unrelated individuals in the service area; and

- c. If the percent of LMI persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii).
3. Records to support that each activity undertaken pursuant to this AGREEMENT is eligible for CDBG-assistance and meets one of the criteria for meeting the CDBG National Objectives. Such records shall include the following information:
  - a. Documentation establishing that the facility or service is designed for and used by LMI persons, for which the regulations provide presumptive benefit to LMI persons; or
  - b. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by LMI persons; or
  - c. Documentation showing the size and annual income of the family or each person receiving the benefit as defined by HUD in 24 CFR 570.3.
4. Records that demonstrate compliance with 24 CFR 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
5. Records that demonstrate compliance with the citizen participation requirements prescribed in Section 104(a)(3) of the Act, and in 24 CFR 570.301(b) and 570.305 for Entitlement Communities.
6. Records that demonstrate compliance with the requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing.
7. Fair housing and equal opportunity records applicable to the nature of the activity as follows:
  - a. Documentation of the actions the SUBRECIPIENT has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the Community, and documentation of any other official actions the Community has taken that demonstrate its support for fair housing, such as development of a fair housing analysis described in 24 CFR 570.904(c).
  - b. Data on the extent to which each racial and ethnic group and single headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funding in whole or in part with CDBG funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. The SUBRECIPIENT is not required by law to attain or maintain any particular statistical measure by race, ethnicity or gender in covered programs.
  - c. Data on employment in each of the SUBRECIPIENT'S operating units funded in whole or in part with CDBG funds, with such data maintained in

the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to ensure equal employment opportunities to all persons regardless of race, color, national origin, sex, or handicap in operating units funded in whole or in part under this part.

- d. Data indicating the race and ethnicity of households (and gender of single head of households) displaced as a result of CDBG-funded activities, together with the address and census tract of the housing units to which each displaced household relocated. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. The SUBRECIPIENT is not required by law to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
- e. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$10,000 or more paid, or to be paid with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of SUBRECIPIENT'S affirmative steps to ensure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontract as sources of supplies, equipment, constructions, and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special outreach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.
- f. Documentation of the affirmative action measures the SUBRECIPIENT has taken to overcome prior discrimination, where the courts or HUD have found that the SUBRECIPIENT has previously discriminated against persons on the grounds of race, color, national origin, or sex in administering a program or activity funding in whole or in part with CDBG funds.
- g. Section 3 records. For those contracts governed by Section 3, the following documentation will be required from the SUBRECIPIENT and/or its Agent to evaluate compliance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended and the HUD regulations issued pursuant thereto in 24 CFR Part 135:
  - 1) Project description, location, total funding limit and the period of performance.
  - 2) A summary table identifying the number and category types of the Section 3 residents and business concerns employed/trained on the project. The summary should also include the total amount of funds expended on payroll for Section 3 employment and/ or the amount of the Section 3 business concern's subcontract.

- 3) If the numerical goals defined by the COUNTY cannot be met, documentation showing why it was not feasible to meet the established goals or impediments encountered despite action taken must be provided.
  - 4) Documentation regarding other economic opportunities provided such as: (a) other training and employment related opportunities such as "upward mobility", "bridge" and trainee positions to fill vacancies, hiring Section 3 residents within other housing developments and, hiring in part time position; (b) other business related economic opportunities such as to establish, stabilize or expand Section 3 business concerns will also be considered in evaluating compliance.
8. Financial Records. Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.
  9. Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of the CDBG regulations (ATTACHMENT III – Certification and Other Requirements).

**ATTACHMENT V**

**FY 2023/24 Monthly Report Summary Form**

**Subrecipient Name:** Boys & Girls Club of Volusia/Flagler Counties

**Project Name:** Spring Hill Teen Center and Pavillion

**Subrecipient Address:** \_\_\_\_\_ **Telephone Number:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Month of Report** - this is the month that is being reported on:  
(the report must be submitted by the 10<sup>th</sup> day for the proceeding month) \_\_\_\_\_

**CDBG Contact Person:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

1. Describe specific activities and quantified accomplishments completed this month:  
(detailed narrative required every month)
  
2. Describe how the project benefitted the identified population this month:  
(detailed narrative required every month)

**Agency Authorized Signature:**  
*(This form is for reproduction or copying by Recipient)* \_\_\_\_\_

**Print Name of Agency Authorized Signature:** \_\_\_\_\_

## ATTACHMENT VI - LMI CDBG Clientele Status Report

**Subrecipient** Boys and Girls Club of Volusia/Flagler Counties      **Activity Name** Spring Hill Teen Center and Pavillion

**Timeframe Covered by this Report**      From \_\_\_\_\_ To \_\_\_\_\_

**Final Report?**       Yes       No

COMPLETE THE FOLLOWING TWO (2) TABLES FOR PERSONS SERVED BY THE ACTIVITY DURING THE REIMBURSEMENT PERIOD.

|   |  |
|---|--|
| Total Number of Persons Assisted this month |  |
|---|--|

**TABLE I: Participant Racial and Ethnic Characteristics:**  
*(Please be as specific as possible in reporting this section)*

| Racial and Ethnic Characteristics                  | Month | CDBG Program to Date | Hispanic Month | Hispanic to Date |
|--|-------|----------------------|----------------|------------------|
| White  |       |                      |                |                  |
| Black/African American                             |       |                      |                |                  |
| Asian  |       |                      |                |                  |
| American Indian/Alaskan Native                     |       |                      |                |                  |
| Native Hawaiian/Other Pacific Islander             |       |                      |                |                  |
| American Indian/Alaskan Native & White             |       |                      |                |                  |
| Asian & White                                      |       |                      |                |                  |
| Black/African American & White                     |       |                      |                |                  |
| American Indian/Alaskan Native & Black/African Am. |       |                      |                |                  |
| Other Multi Racial                                 |       |                      |                |                  |
| <b>TOTAL PERSONS</b>                               |       |                      |                |                  |

PLEASE NOTE: The Total Number Served is to be an **unduplicated count** of persons served during the reporting period.

**TABLE II: Participant Income Level**

| Income Level                 | Month | Year to Date |
|------------------------------|-------|--------------|
| Extremely Low-Income Persons |       |              |
| Low-Income Persons           |       |              |
| Moderate-Income Persons      |       |              |
| Medicaid Qualified           |       |              |
| Not Medicaid Qualified       |       |              |
| <b>TOTAL PERSONS</b>         |       |              |

## **LMI CDBG Clientele Status Report Instructions**

TABLE I: Provide the total number of persons assisted by the activity during the reporting month and year to date for each applicable category of Racial and Ethnic groups. Use the category that most closely reflects an individual's recognition in his/her community for purposes of reporting a person of mixed racial and/or ethnic origins. Monthly counts and year to date counts should be an actual unduplicated number, not an estimate. Please make sure that these numbers equal the total number of individuals served. Below are guidelines for this section:

White: A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Black or African American: A person having origins in any of the black racial groups of Africa. Terms such as 'Haitian' or 'Negro' can be used in addition to 'Black or African American'.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korean, Malaysia, Pakistan, the Philippine Island, Thailand, and Vietnam.

American Indian/Alaskan Native: A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliations or community attachment.

Native Hawaiian or Other Pacific Islander: A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

American Indian/Alaskan Native & White: A person having origins of both of the above-mentioned characteristics.

Asian & White: A person having origins of both of the above-mentioned characteristics.

Black/African American & White: A person having origins of both of the above-mentioned characteristics.

American Indian/Alaskan Native & Black African American: A person having origins of both of the above-mentioned characteristics.

### **TABLE II: Income Level Definitions:**

Extremely Low Income Person: Member of a family that has an income equal to or less than the Section 8 limits for 30% of Median income established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

Low-Income Person: Member of a family that has an income equal to or less than the Section 8 Very Low-income limits established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

Moderate-Income Person: Member of a family that has an income equal to or less than the Section 8 Low-income limit and greater than the Section 8 Very-Low income limit established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

## **ATTACHMENT VII – ADDITIONAL REQUIREMENT FOR SUBRECIPIENT**

1. SUBRECIPIENT leases the Premises that the CDBG funds will be expended on as contemplated in this Subrecipient Agreement from the Spring Hill Community Redevelopment Agency.
2. SUBRECIPIENT and the Spring Hill Community Redevelopment Agency also have a purchase agreement for SUBRECIPIENT to purchase the leased Premises from the Spring Hill Community Redevelopment Agency.
3. The terms of the purchase agreement between the SUBRECIPIENT and the Spring Hill Community Redevelopment Agency include the following conditions:
  - a. The SUBRECIPIENT shall continue to use the property in substantial conformity with its current use as the Boys & Girls Clubs of Volusia/Flagler Counties, Inc. and in accordance with its purpose as the Boys & Girls Clubs of Volusia/Flagler Counties, Inc. for a period of not less than twenty (20) years from the date title is conveyed pursuant to this contract. The Spring Hill Community Redevelopment Agency shall maintain a right of reverter should the property be used for any other purpose during this time. This right shall inure or be assignable to the Community Redevelopment Agency, or if the Community Redevelopment Agency ceases to exist during the term of the right of reverter, then to the City of DeLand and the County of Volusia as tenants in common. The parties hereto agree that this is a reasonable restriction and is part of the consideration for this transaction.
  - b. The right of reverter provided in above of shall further apply to any grantee or entity, individual or otherwise, to which the SUBRECIPIENT may convey or transfer the subject property for a period of twenty (20) years from the date title is conveyed pursuant to this contract. A memorandum or other document evidencing this right of reverter shall be executed by the SUBRECIPIENT and Spring Hill Community Redevelopment Agency and recorded at closing.
4. ATTACHMENT 1 of this Subrecipient Agreement requires the SUBRECIPIENT to maintain ownership of the property and ensure the new construction contemplated in this Subrecipient Agreement stays publicly owned for a period of no less than five years.
5. As a condition of this Subrecipient Agreement, the SUBRECIPIENT shall continue to lease the Premises contemplated in this Subrecipient Agreement from the Spring Hill Community Redevelopment Agency for no less than five years after completion of the construction contemplated herein. Additionally, by executing the Subrecipient Agreement, the SUBRECIPIENT acknowledges that it has obtained the necessary permissions from the Spring Hill Community Redevelopment Agency for the construction project on the leased Premises as stated herein.
6. By signing below, Spring Hill Community Redevelopment Agency acknowledges that the Boys and Girls Club of Flagler/Volusia Counties, Inc., which has a contract to purchase the property owned by the Spring Hill Community Redevelopment Agency, is authorized to expend grant funds on the buildings and property owned by the Spring Hill Community Redevelopment Agency in accordance with the terms and conditions of the

grant agreement between the County of Volusia and the Boys and Girls Club of Flagler/Volusia Counties, Inc.

ATTEST:

Spring Hill Community  
Redevelopment Agency:

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

\_\_\_\_\_  
Christopher M. Cloudman  
Chairman