

COUNTY OF VOLUSIA
ECHO GRANTS-IN-AID AGREEMENT

WHEREAS, the voters of Volusia County overwhelmingly approved the Volusia ECHO ballot initiative, as outlined in Resolution 2000-156, and affirmed their desire to have a long-term development program that funds projects that enhance the quality of life in Volusia County by ensuring the availability of environmental, cultural, historical, and outdoor recreational opportunities, and

WHEREAS, Resolution 2000-156 sets forth objectives, criteria, and procedures for implementation of the Volusia ECHO Program, and

WHEREAS, the County of Volusia Department of Growth and Resource Management has budgeted funds for eligible ECHO projects, and

WHEREAS, the County of Volusia has determined that Project No. GY «GY», a project of the «**Grantee_Organization**», is eligible for Volusia ECHO funding.

AGREEMENT

The County of Volusia, 123 W. Indiana Avenue, DeLand, Florida (hereinafter referred to as the “County”), and «**Grantee_Organization**» in the County of Volusia (hereinafter referred to as “Grantee”), agree as follows:

1. Within the 2011–2012 grant cycle, the County of Volusia shall designate funds not to exceed «**Grant_Amount**», to be held for the Grantee, for the performance of items approved for funding which are described and attached hereto as “Exhibit A”, (Grantee’s application), and any other requirement made a part of this agreement.
2. The funds will be made available to the Grantee on a 1:1 match basis as detailed in “Exhibit A” and expenditures reimbursed on a quarterly basis, unless otherwise agreed upon by the County, only if the Grantee has maintained all grant requirements and upon the Grantee providing:
 - A Quarterly Project Report and a Reimbursement Request Form with backup documentation (Exhibit B - explaining encumbrances and expenditures and project status report).
 - Not for Profit Organizations shall provide Release of Liens.
3. Ten (10) percent of the grant funds will be withheld until the total project and final reports are completed as described in “Exhibit C” (ECHO application guide).
4. It is understood between the parties that the amount of funds designated in paragraph 1 above is the maximum amount the County will provide and the County shall only pay eligible expended costs, as they are concurrently matched 1:1 by the applicant, unless otherwise approved by the County.
5. The expiration date of this grant will be exactly 730 days after the execution of this agreement unless the County grants an extension as provided for in the grant application guide (Exhibit C). The ECHO funds and all cash match must be encumbered within the initial 365 days following the execution of this grant agreement but final payments for services and completion of the project construction may be extended up to another 365-day period. Extensions beyond the 730-day period may restrict the Grantee or any other organization from applying for additional ECHO grants for this project or phase of this project until this current grant agreement is concluded. To be considered for an extension, a written request must be sent to the Growth and Resource Management ECHO Program Coordinator prior to sixty days of the grant agreement expiration date and must state the reasons for the request and provide a new completion date. The County will notify the Grantee in writing within thirty days of receipt of the request for extension approving or denying said request.

6. The Grantee agrees to conduct the project according to the plans and specifications provided in "Exhibit A." All major deviations and/or major changes in scope or venue must receive prior written approval of the County Council and may result in the revocation of this grant. Minor changes may be approved through the ECHO Program Coordinator. Such approval shall not be unreasonably withheld.
7. Understand that this is an annual grant of money only and that this agreement does not obligate the County to provide additional funds for the project or to be responsible for the completion of the project or the operation and maintenance of the project before or after the project is completed.
8. The Grantee fully understands that there will be no reimbursement for obligations or expenditures made prior to the execution of this agreement or after the agreement has ended unless the project is a Historic Reimbursement Grant.
9. The Grantee shall provide all additional monies necessary to complete the project according to "Exhibit A" which shall include competent evidence, prior to the signing of the agreement, of its ability to complete the project. The Grantee shall have all matching funds on deposit in its account or valid contracts for grants from other entities prior to proceeding with the ECHO project. Grantee shall furnish the County with evidence of the matching funds in order to receive a Notice to Proceed. Grantee shall not encumber any ECHO project funds without a Notice to Proceed.
10. To the extent allowed by law, the Grantee agrees to hold the County harmless from any and all claims, liabilities, rights, and obligations arising out of the development and operation of this project as described in "Exhibit A."
11. Signage showing the County of Volusia involvement is required:
 - a. Within 90 days of award, one (1) 4' x 8' exterior sign shall be placed in a prominent public location. See "Exhibit D" for design and wording.
 - b. Upon completion of the project, one (1) permanent 8 sq. ft. sign shall be placed on site in a prominent public location. See "Exhibit E" for design, wording, and material.

Note: Alternative signage and/or appropriate material may be considered when the need or reasonableness for the alternative sign is proven. A written request with a drawing to scale of the proposed changes must be sent to the ECHO Program Coordinator for approval. The ECHO Program Coordinator will respond in writing within 14 days after receipt of the Grantee's written request.
12. The Grantee agrees to be bound to special conditions to the grant attached hereto and made a part of this agreement as "Exhibit F," the Restrictive Covenants.
13. The Grantee agrees to provide a payment and performance bond, naming the County of Volusia as co-obligee, for all contracted work prior to expenditure of ECHO funds. All work performed prior to receiving proof of the bond may be determined by the County as ineligible for reimbursement.
14. The Grantee agrees to be responsible for and comply with all local, State, and Federal permits and laws.
15. The Grantee agrees that failure to comply with this agreement, and all attached documents which are part of this agreement, may result in the Grantee repaying the grant funds, in part or whole, to the County. In addition, the Grantee agrees that failure to comply with all requirements may result in its being denied future grant funds for other projects under the ECHO grant program.

16. Trails and projects on public lands not owned by the applicant: In lieu of the Restrictive Covenants and unrestricted ownership, for trails projects that are part of the County's Trails Master Plan approved by the County Council or projects on State and Federal lands, the public right of continuing access and undisturbed use shall be provided by a Use Permit, Land Management Agreement, or Project Management Agreement to which the applicant is party. If the Agreement is dissolved prior to the end of the time period stated in the Agreement that is included as part of the ECHO Grant Agreement or the project is deconstructed or no longer available for public use for the time period required based on the type of project (section 1.5, 2 in the ECHO Guide), the grantee shall repay the County in the manner set forth in the Restrictive Covenants, as shown in section 1.6 of the ECHO Application Guide, section 3.

By their hands and seals, the duly authorized officers or representatives of these respective parties execute this document this _____ day of _____, 2012.

WITNESSES

COUNTY COUNCIL
COUNTY OF VOLUSIA, FLORIDA

 Witness

 County Chair – Frank T. Bruno, Jr.

 Witness

 Attest County Manager – James T. Dinneen

GRANTEE SIGNATURES

WITNESSES (Two):

GRANTEE

 Signature Witness

 Name of Organization

 Printed Name of Witness

 Signature Authorized Official

 Printed Name of Authorized Official

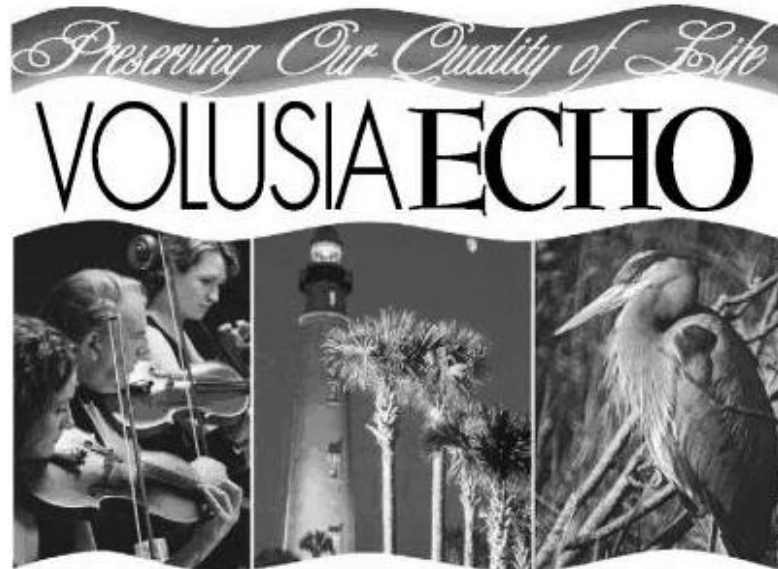
 Signature Witness

 Title of Authorized Official

 Printed Name of Witness

COUNTY OF VOLUSIA
ECHO GRANTS-IN-AID AGREEMENT

EXHIBIT A



County of Volusia
2012 GRANTS-IN-AID

APPLICATION

THIS ATTACHMENT REPRESENTS THE GRANTEE'S ACTUAL
APPLICATION AS RANKED BY THE ECHO ADVISORY BOARD
FEBRUARY 22, 2012



COUNTY OF VOLUSIA
ECHO GRANTS-IN-AID AGREEMENT
QUARTERLY PROJECT STATUS REPORT FORM

EXHIBIT B

INSTRUCTIONS: Fill out all information and return this form to the ECHO department by email to sharris@co.volusia.fl.us. You may type your answers directly into this document. If you are submitting a budget change request, all forms must be signed and sent to Sedrick Harris at sharris@co.volusia.fl.us.

For 2011/2012 Reporting Period (please check one):

- | | | | |
|-----------|-------|-------------------------------|----------------|
| Quarter 1 | _____ | January 1 through March 31 | Due April 15 |
| Quarter 2 | _____ | April 1 through June 30 | Due July 15 |
| Quarter 3 | _____ | July 1 through September 30 | Due October 16 |
| Quarter 4 | _____ | October 1 through December 31 | Due January 16 |

Grant Number: _____ Name of Organization: _____

Name of Project: _____

- 1) The completion percentage of the project design is __%, construction is __%.
- 2) In a narrative explain what progress has been made since last quarter.
- 3) Y or N Has there been a change in the **construction timeline** since last quarter? If so, attach a chart that shows the old timeline compared to the new timeline, and a narrative explaining why the change was necessary and what the differences will be.
- 4) Y or N Has there been a change in the **project information** (description or scope of the project) since last quarter? If so, please explain.
- 5) Y or N Has there been a change in the **budget detail**? If so, complete the Budget Request Change Form (<http://volusiaforever-echo-echo.com/echo/> under the heading "Grantees"). Include a cover letter officially requesting the County to approve the change and send to Sedrick Harris at sharris@co.volusia.fl.us **before you proceed with construction.**
- 6) Y or N Has there been a change in the **design** of the project? If so, you must provide a drawing showing the change (current vs. proposed) and a cover letter officially requesting the County to approve the change **before you proceed with construction.**

Signature of Grant Project Contact

Date

EXHIBIT B

ECHO/MATCH EXPENDITURES & REIMBURSEMENT REQUEST FORM – April, May, June, 2012
Due before July 16, 2012

Organization: / Project Title:						Grant #:	12-	
Grand Total ECHO Request Amount:			Date:		ECHO \$ Amount	MATCH		
Item Description as shown in your ECHO Budget	Appli. # Order (if appli) Date	Service Provider	Inv./Receipt Date	Check #		In-Kind \$ Amount	Cash \$ Amount	
					TOTAL THIS PAGE:	\$0.00	\$0.00	\$0.00
					Grand Total ALL Pages:			

Signature / Official Grant Representative _____ **Date** _____

NOTE: (1) Requests for ECHO reimbursement and cash Match must include backup documentation including: work order, invoice/receipt, and a copy of both sides of each canceled check or a bank image showing the check has processed.
 (2) Documentation for "In-Kind Match" must be provided in the form of letters including description of the service/work provided, the dollar value of the service/work performed, the name of the provider/volunteer, and the date & hours the provider/volunteer worked to support the amount requested. The following rate value applies:
 Non-professional volunteer service - \$6.67/hour
 Youth volunteers - \$6.67/hour
 Professionals - \$ current market value/hour. (*ECHO will not pay over the standard professional fee even if your provider receives a higher than average fee for their services.*)
 (3) A Release of Lien for both ECHO and Match dollars must be provided for reimbursements to be processed for Not-for-Profits.
 (4) Listed expenditure categories **must** correspond with the categories listed in the original application budget or an explanation must be given as to why they are different.

COUNTY OF VOLUSIA
ECHO GRANTS-IN-AID

AGREEMENT

EXHIBIT C



20011/2012 GRANTS-IN-AID
Not For Profit
APPLICATION GUIDE

This is the governing document for the ECHO grant application and is the final definition of the ECHO grant requirements.

2011/2012 COUNTY COUNCIL MEMBERS

Council Chair: Frank Bruno

Patricia Northey, Vice Chair, District #5
Andy Kelly, District #1
Joie Alexander, District #3

Joyce M. Cusack, At-Large
Josh Wagner, District #2
Carl Persis, District #4


20011/2012 ECHO COMMITTEE MEMBERS

Chair – Eugene Gizzi; Vice Chair – Dr. Andrew Gygi
Jeffrey Ault, Regina Bateman-Santilli, Erik Halleus, James Morris, Gerard Pendergast, Damien Richards

The County Council approved this ECHO Grants-In-Aid Application Guide on 8/18/2011.

EXHIBIT D

ECHO Grant Project Temporary Construction Sign

	<p>Grantee Logo</p>
<p>Image of Project</p>	<p>County of Volusia and (Grantee Name) Working together to improve Environmental, Cultural, Historic, and Outdoor recreation opportunities for our residents and visitors. This project is funded in part by the voter-approved Volusia ECHO grant program.</p> <p>Grant Award: (Project Name) / (Project Type)</p>

Required minimum 32 sq. ft. wood sign

EXAMPLE

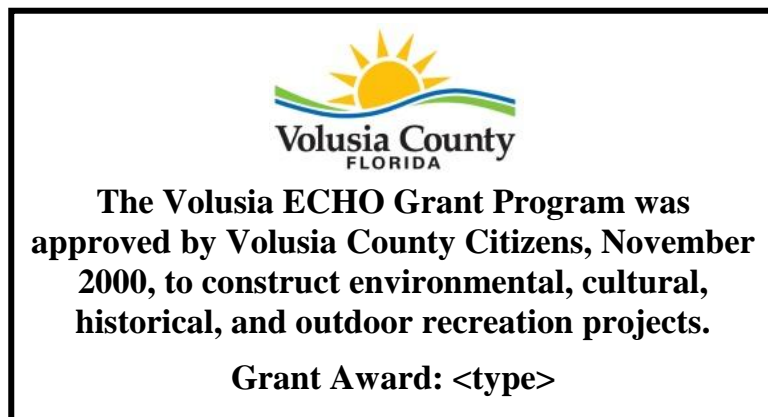
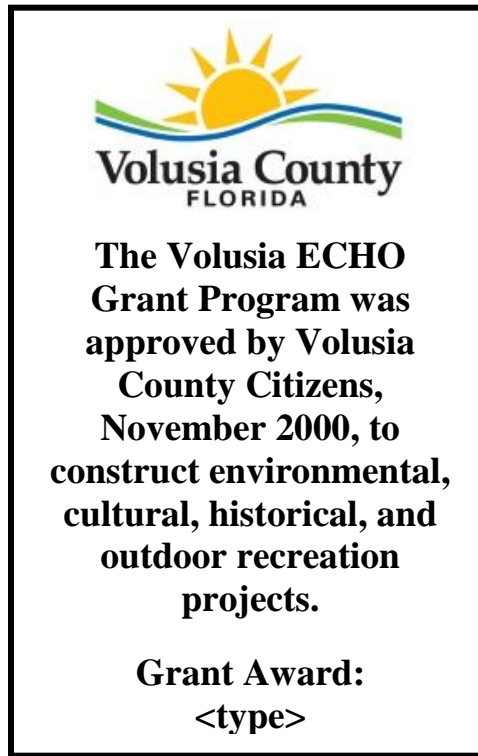
	
<p>County of Volusia and Museum of Arts & Sciences, Inc. Working together to improve Environmental, Cultural, Historic, and Outdoor recreation opportunities for our residents and visitors. This project is funded partly by the voter-approved Volusia ECHO grant</p>	<p>Grant Award: \$600,000 Children's Museum</p>



EXHIBIT E

ECHO Grant Project Completion Sign

- Required size: 8 sq. ft. Material: bronze, engraved granite, or bronze finish of aluminum.
- Permanently installed in a prominent, highly visible location.
- Final Design and installation site must be approved by the County.



<type> = **New Facilities, Expansion, Historic Restoration**

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EXHIBIT F

Example of Restrictive Covenants:

The following is an example of Restrictive Covenants:

THESE COVENANTS are entered into this <enter day> day of <enter month>, <enter year>, by the <name of organization>, <organization's complete address>, hereinafter referred to as "the Owner" and "the Grantee/Lessee," and shall be effective for a period of <insert number of years> years from the date of recordation by the Clerk of the Circuit Court of Volusia County, Florida.

WHEREAS, the Owner is the fee simple title holder of the Property located on <complete address of project location>, in the County of Volusia, Florida, as described as Exhibit A (legal description), attached to and made a part hereof, and

WHEREAS, the Grantee/Lessee is to receive ECHO Grant Program funds administered by the County of Volusia, Florida, 123 W. Indiana Avenue, DeLand, FL 32720, hereinafter referred to as "the County," in the amount of <insert grant amount>, to be used for the construction of the facility for public used specifically described in the ECHO Grant Agreement and its attached documents, situated on the property of the Owner as described as Exhibit A, and

Now THEREFORE, as part of the consideration for the County grant, the Owner and the Grantee/Lessee hereby make and declare the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for the period stated in the preamble above:

1. The Owner and the Grantee/Lessee agree to maintain the property so that it continues to be used for as an ECHO facility as defined in the ECHO application definition and described in the grantee's application No. GY <enter grant number>.
2. The Owner and the Grantee/Lessee agree that the County of Volusia, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
3. The Owner and the Grantee/Lessee agree that these restrictions shall encumber the property for a period of <enter number of years> years from the date of recordation, and that if the restrictions are violated within the <enter number of years> -year period, the County of Volusia shall be entitled to liquidated damages pursuant to the following schedule:
 - a. If the violation occurs within the first half of the effective time period of these covenants, the County shall be entitled to return of the entire grant amount.
 - b. If the violation occurs after the first half of the effective time period, the County shall be entitled to return of the entire grant amount, less the quotient of 2 divided by the number of years in the time period times each year past the mid period of the effective time period times the grant amount. For instance, if the effective period is for forty (40) years and the violation occurs after the thirtieth anniversary of the effective date of these covenants, but prior to the thirty-first anniversary, the County shall be entitled to return of 50% of the original grant amount.
4. The Owner and Grantee/Lessee are liable to the County of Volusia for the amount of the grant if the Owner or Grantee/Lessee breach these Restrictive Covenants and/or the Grant Award Agreement dated <insert date>. To insure the ability to repay the grant, the Owner and Grantee/Lessee have agreed that they will maintain unencumbered equitable value in the property of at least the amount, and for at least the period of time provided in paragraph three (3) above. The Owner and Grantee/Lessee will not secure with a mortgage or otherwise hypothecate that equitable value in the property.
5. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Volusia County, Florida, and shall pay any and all expenses associated with their filings and recording.
6. The Owner and Grantee/Lessee agree that the County of Volusia shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner and Grant Recipient have read these Restrictive Covenants and have hereto affixed their signatures.

(APPROPRIATE SIGNATURES WILL BE ADDED BASED ON OWNERSHIP OF PROPERTY)