

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 <Grant>, a project of the <Owner>, is eligible for Volusia ECHO funding.

AGREEMENT

The County of Volusia, 123 W. Indiana Avenue, DeLand, Florida (hereinafter referred to as the “County”), and <Owner> in the County of Volusia (hereinafter referred to as “Grantee”), agree as follows:

1. Within the 2008–2009 grant cycle, the County of Volusia shall designate funds not to exceed <Award>, 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 an equal value of corresponding 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.

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6. The Grantee agrees to conduct the project according to the plans and specifications provided in “Exhibit A.” All major deviations and/or 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) 24 sq. ft. 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. bronze sign shall be placed on site in a prominent public location. See “Exhibit E” for design and wording.

Note: Alternative signage and/or appropriate material other than bronze 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.

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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 _____, 2009.

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

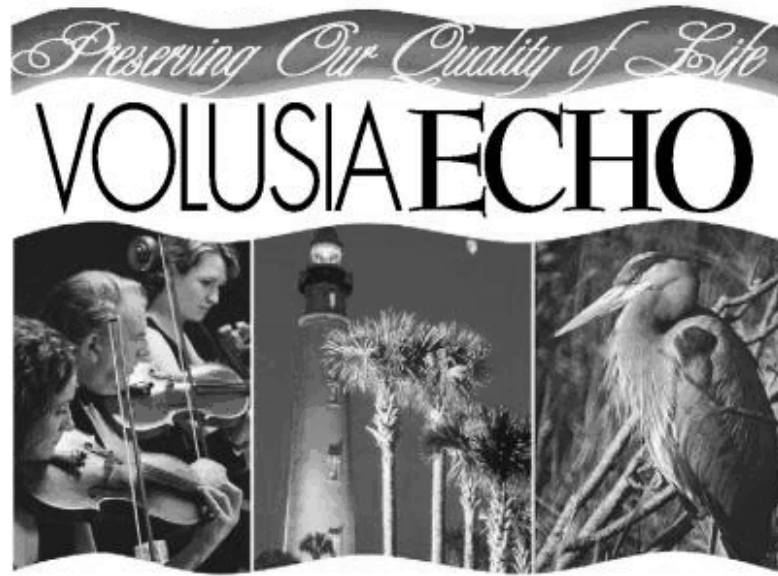
Printed Name of Authorized Official

Signature Witness

Title of Authorized Official

Printed Name of Witness

EXHIBIT A



County of Volusia
2009 GRANTS-IN-AID

APPLICATION

THIS ATTACHMENT REPRESENTS THE GRANTEE'S ACTUAL
APPLICATION AS RANKED BY THE ECHO ADVISORY BOARD
FEBRUARY 25, 2009

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EXHIBIT B

<p><u>ECHO GRANT</u> <u>QUARTERLY PROJECT STATUS REPORT FORM</u> For Grant Period: Due by:</p>
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Grant Number: **Grant** Name of Organization: **Owner** _____

Name of Project: **Project Title** _____

- 1) The percentage of the project completion is estimated to be: _____%

- 2) _____ I have updated the project information by (A) updating the information provided in the previous official Quarterly Report published by the ECHO Program Coordinator *and* (B) I have added all new activity relative to the project progress. Attach the edited information to this form AND email it to <sharris@co.volusia.fl.us>.

- 3) The construction timeline for this project has _____ changed _____ not changed. If the timeline has changed, go to number 4 below. If the timeline has not changed, then skip number 4 and go directly to number 5.

- 4) If your timeline changed, (A) provide a brief narrative of why the timeline changed and state what the differences in the timeline are and (B) Insert a chart that shows the old timeline compared to the new timeline.

- 5) Does the existing Budget Detail, including line item description and/or expense, provided to the ECHO office require revision ___Yes ___No? If yes, then you must provide a spreadsheet showing proposed budget change (current vs. proposed) and explain the need for the change by line item. Include a cover letter officially requesting the County to approve the change.

- 6) Does the existing approved design of your project provided to the ECHO office require revision ___Yes ___No? If yes, then you must provide a drawing showing the change (current vs. proposed) and include a cover letter officially requesting the County to approve the change.

Signature of Grant Project Contact

Date

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EXHIBIT B

ECHO/MATCH EXPENDITURES & REIMBURSEMENT REQUEST FORM – April, May, June, 2009
Due before July 15, 2009

Organization: / Project Title:		Owner/Project Title				Grant #:	Grant
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 #	ECHO \$ Amount	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.

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AGREEMENT
EXHIBIT C



County of Volusia
2009 GRANTS-IN-AID
APPLICATION GUIDE

THIS IS THE GOVERNING DOCUMENT FOR THE ECHO GRANT APPLICATION
AND IS THE DOCUMENT FOR FINAL DEFINITION OF THE ECHO GRANT
REQUIREMENTS

County of Volusia
Growth and Resource Management Department
Thomas C. Kelly Administration Building
ECHO Grants-In-Aid Program
123 W. Indiana Avenue, Room 200, DeLand, Florida 32720
Phone 740-5210 - DeLand area, 257-6086 - Daytona Beach area, or
424-6835 - New Smyrna Beach area
WEB PAGE <http://volusiaforever-echo.com>
2008/2009 ECHO Advisory Committee Members
Chair-Gary Libby **Vice Chair**-David Rigsby
Eugene Gizzi, Jr., Karen Jans, Charles Matousek, John Nelson,
Bruce Piatek, Joe Rudolph, Stuart Sixma

The County Council approved this 2008/2009 ECHO Grants-In-Aid Application Guide on August 7, 2008.

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EXHIBIT D

ECHO Grant Project Construction Sign



**County of Volusia
and Project Applicant**

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 program.

Project Cost: _____ ECHO grant: 09-__ Expected completion date: _____



Volusia County Council 2009

Required minimum 24 sq. ft. wood sign

EXHIBIT E

ECHO Grant Project Completion Sign



**This project was funded in part
by the County of Volusia ECHO
Grant Program, approved by
its citizens November 2000
to construct environmental,
cultural, historical, and
outdoor recreation projects.**

Required minimum 8 sq. ft. bronze plaque

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EXHIBIT F
Example of Restrictive Covenants:

THESE COVENANTS are entered into this _____ day of _____, 2009, by «Owner», «Owner_Address», hereinafter referred to as “the Owner” and «Grantee», hereinafter referred to as “the Grantee/Lessee”, and shall be effective for a period 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 at «Project_Address», 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 \$«Award», to be used for the construction of the facility 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 as an ECHO facility as defined in the ECHO application definition and described in the grantee’s application No. GY«Grant».
- 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 _____ years from the date of recordation, and that if the restrictions are violated within the «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 **March 19, 2009**. 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 a mortgage with 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.