

SAMPLE of
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 «**Grant_**» a project of the «**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 «**Organization**» in the County of Volusia (hereinafter referred to as “Grantee”), agree as follows:

1. Within the 2005–2006 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. Documentation, in the format provided for by the County (Exhibit B - explaining encumbrances and expenditures and project status report).
 - b. Release of Liens for the quarter preceding the reimbursement request.
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.
5. The expiration date of this grant will be exactly 365 days after the execution of this agreement unless the County grants an extension as provided for in the grant application guide (Exhibit C). If an extension is granted, 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 may be extended up to another 365 day period. In addition extensions will 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.

SAMPLE of
COUNTY OF VOLUSIA
ECHO GRANTS-IN-AID AGREEMENT

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.
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. 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 is 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.

SAMPLE of
COUNTY OF VOLUSIA
ECHO GRANTS-IN-AID AGREEMENT

By their hands and seals, the duly authorized officers or representatives of these respective parties execute this document this _____ day of _____, 2005.

WITNESSES

COUNTY COUNCIL
COUNTY OF VOLUSIA, FLORIDA

Witness

County Chair

Witness

Attest County Manager

GRANTEE SIGNATURES

WITNESSES (Two):

GRANTEE

Signature Witness

Name of Organization

Printed Name of Witness

Signature Authorized Official

Printed Name of Authorized Official

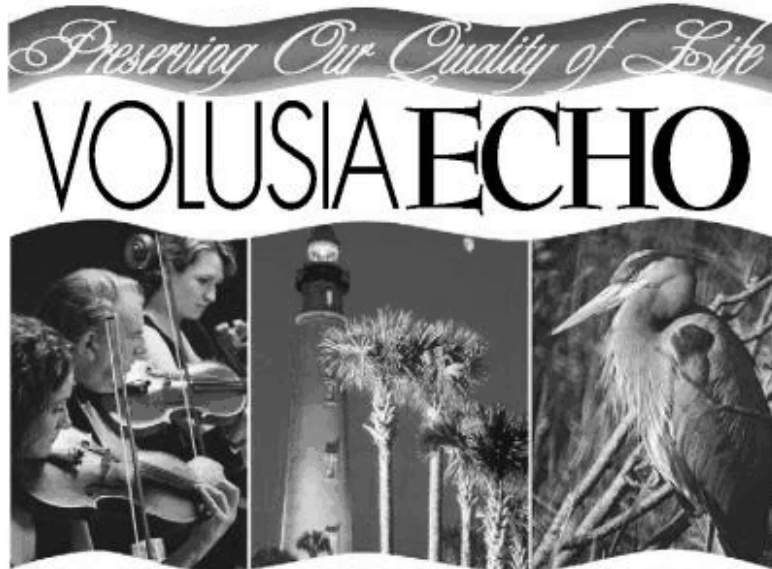
Signature Witness

Title of Authorized Official

Printed Name of Witness

SAMPLE of
COUNTY OF VOLUSIA
ECHO GRANTS-IN-AID AGREEMENT

EXHIBIT A



County of Volusia

2005 GRANTS-IN-AID

APPLICATION

**THIS ATTACHMENT REPRESENTS THE GRANTEE'S
ACTUAL APPLICATION AS RANKED BY THE ECHO
ADVISORY BOARD FEBRUARY 21, 2005**

SAMPLE of
COUNTY OF VOLUSIA
ECHO GRANTS-IN-AID AGREEMENT

EXHIBIT B

ECHO GRANT
QUARTERLY PROJECT STATUS REPORT FORM

For Grant Period:

Due by:

Grant Number: Name of Organization:

Name of Project:

- 1) What percentage of your project is complete? Briefly describe activity for this period.

- 2) Has your timeline as last reported or as originally stated in Tab 2 of the application changed? If yes, explain the reason and attach the revised timeline.

- 3) How you are reaching the construction goals that you described in the application? Use the list of goals as stated in your application. Please explain achievements or problems.

Signature of Grant Project Contact

Date

SAMPLE of
COUNTY OF VOLUSIA
ECHO GRANTS-IN-AID AGREEMENT

ECHO/MATCH EXPENDITURES & REIMBURSEMENT REQUEST FORM
Due on or before:

Organization:					Grant Project #:		
Reimbursement Request Amount:			Date:		ECHO \$ Amount	MATCH	
Budget Item Description	Order Date	Service Provider	Invoice Date	Date Paid		In-Kind \$ Amount	Cash \$ Amount
TOTALS:							

EXHIBIT B

- NOTE: (1) Requests for ECHO reimbursement and cash Match must include backup documentation including: work order, invoice and a copy of both sides of each canceled check.
(2) Documentation for "In-Kind Match" must be provided in the form of letters including description of service/work provided, the dollar value of the service/work performed, 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 - \$5.15/hour
 Youth volunteers - \$5.15/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 must be provided for reimbursements to be processed.
(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

SAMPLE of COUNTY OF VOLUSIA
ECHO GRANTS-IN-AID AGREEMENT

EXHIBIT C



County of Volusia
2005 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>

2004/2005 ECHO Advisory Committee Members

Charles Matousek - Chair, Gary R. Libby – Vice Chair
Lorna Jean Hagstrom, Linda Hargreaves, Peter Matulis,
Stuart Sixma, Jack Wiles, Judson Woods

The County Council approved this 2004/2005 ECHO Grants-In-Aid Application Guide
August 5, 2004.

EXHIBIT D

ECHO GRANT PROJECT CONSTRUCTION SIGN



Required minimum 24 sq. ft. wood sign

EXHIBIT E

ECHO GRANT PROJECT COMPLETION SIGN



Required minimum 8 sq. ft bronze plaque

SAMPLE of COUNTY OF VOLUSIA
ECHO GRANTS-IN-AID AGREEMENT

EXHIBIT F

Example of Restrictive Covenants:

THESE COVENANTS are entered into this _____ day of _____, _____, by _____, hereinafter referred to as “the Owner” and _____, hereinafter referred to as “the Grantee/Lessee”, and shall be effective for a period of _____ 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 _____, in the County of Volusia, Florida, as described as Exhibit A, 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, De Land, FL 32720, hereinafter referred to as “the County”, in the amount of _____, to be used for the acquisition/renovation/restoration/construction of the facility situated on the property of the Owner as described as Exhibit A, and

WHEREAS, said County funds have been or will be expended for the purpose of _____.

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 a (<enter E-C-H-O>) facility as defined in the ECHO application definition and application outline.
- 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 _____-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 _____. 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.