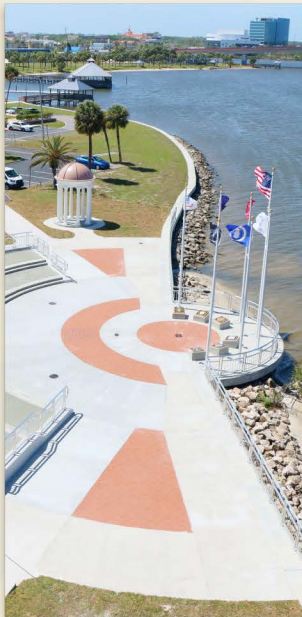
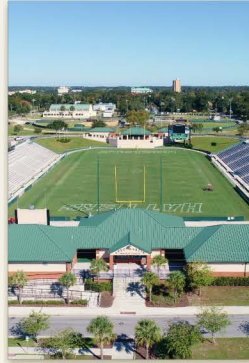


ECHO GRANT PROGRAM

Applicant Guidebook



- Voter-Approved Since 2000
- Renewed in 2020
- 290+ Projects Funded

To Enhance Our
Quality of Life



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SECTION 1: GRANT PROGRAM FUNDAMENTALS

1.1 Program History and Purpose

The Volusia ECHO program emerged from a grassroots citizen initiative, demonstrating our community's enduring commitment to enhancing quality of life through strategic investments in public facilities. Originally approved by voters in November 2000, the program received renewed support in November 2020, reflecting two decades of successful project implementation and community benefit.

This voter-approved mandate directs ECHO funds toward the acquisition, restoration, construction, and improvement of environmental, cultural, historic, and outdoor recreational projects for public use throughout Volusia County.

Program Goals

The Volusia ECHO Program seeks to enhance the quality of life of Volusia County's residents by working to achieve the following goals over a broad geographic base:

- Provide environmental, cultural, historic, and outdoor recreational opportunities that promote public awareness and stewardship of Volusia County's diverse ecosystem.
- Preserve significant archaeological and historic resources and develop, enhance, and promote heritage tourism opportunities, experiences, and resources.
- Foster public memory and community identity by promoting and providing access to destinations and experiences associated with past events, people, and places within Volusia County.
- Provide high quality, user-oriented outdoor recreational opportunities including access to the Atlantic Ocean through the establishment of oceanfront parks and off-beach parking.
- Improve the quality of life for Volusia's residents by providing access to the cultural arts, increasing cultural-based tourism, and encouraging redevelopment and revitalization of downtown and urban areas.
- Support green infrastructure and nature-based solutions that promote environmental awareness and help citizens make responsible decisions that will protect our environment and ensure future sustainability.

1.2 E, C, H, and O Defined

ECHO funding supports projects that fall into one of four distinct categories. Each category reflects a strategic priority of the voter-approved program. Below are examples of projects in each specific category.

<p>E</p> <p>Environmental</p> <p>Environmental learning centers, green infrastructure, and nature-based solutions that connect communities to the natural world.</p>	<p>C</p> <p>Cultural</p> <p>Music venues, theaters, art galleries, museums, and creative spaces that support cultural vitality and tourism.</p>
<p>H</p> <p>Historic</p> <p>Protection, restoration, and interpretation of historic sites that tell the story of Volusia County.</p>	<p>O</p> <p>Outdoor Recreation</p> <p>Playgrounds, sports complexes, nature trails, and beach access points for active, healthy lifestyles.</p>

1.3 Funding Structure and Limits

The ECHO program is funded at up to 0.2000 mills of Volusia County ad valorem taxes. This sustained funding commitment has enabled over 290 projects to date, creating lasting community assets that serve residents and visitors across all demographic and geographic segments of our county.

ECHO Grant Parameter	Amount / Requirement
Grant Award Range	\$12,500 – \$2,500,000
Match Requirement	Dollar-for-dollar (1:1)
Funding Cap Per Project/Facility	\$5,000,000

Multiple Grants and Phased Development

The grant cap supports phased development of larger projects while promoting equitable distribution of funds across the county. A project or facility complex may receive multiple ECHO grants totaling up to \$5 million over the life of the program, enabling meaningful, long-term reinvestment in successful community assets.

Projects or facilities that include a substantial expansion of total square footage resulting in significant additional public use may qualify for an additional \$5 million, bringing the maximum cumulative award to \$10 million. County Council approval is required prior to application for any funding that would exceed the initial \$5 million cap.

SECTION 2: ELIGIBILITY REQUIREMENTS

2.1 Applicant Eligibility Criteria

Understanding who can apply for ECHO funding represents the first critical step in developing a successful application. The program recognizes two categories of eligible applicants, each with specific requirements.

Government Entities	Not-for-Profit Organizations (NFPs)
All governments within Volusia County are eligible, including: <ul style="list-style-type: none"> ▪ Volusia County government ▪ Municipalities within Volusia County 	NFPs must meet all the following baseline requirements: <ul style="list-style-type: none"> ▪ Current federal 501(c)(3) tax-exempt status ▪ Active Florida Dept. of State registration ▪ At least two years of 501(c)(3) status in Florida prior to application deadline <p style="font-size: small; margin-top: 10px;"><i>*See section 4.3 for complete NFP documentation requirements.</i></p>

Exception for Long-Serving Organizations

An organization that has served Volusia County residents for ten or more years but has held formal 501(c)(3) status for less than two years may still qualify. To do so, the organization must provide five years of independently certified audits and management letters demonstrating sound fiscal management and operational capacity. This provision recognizes that some long-established community organizations may have only recently formalized their corporate structure.

Other Eligibility Criteria — All applicants must also meet the following requirements:

- The applicant must have satisfied all administrative requirements of previous grants and agreements received from or administered by the County of Volusia.
- The applicant may have no more than three open projects at one time to be eligible to apply for additional funding. The three-project cap applies organization-wide.
- Projects whose owner/tenant does not provide ECHO-related services as their main mission are ineligible.
- The applicant must agree to provide the required match per the guidelines established in the ECHO Guidebook.

2.2 Clean Hands Requirement Process

To be eligible for ECHO funding, applicants must be in good standing with Volusia County, with no outstanding financial obligations, code violations, or unresolved prior grant compliance issues. ECHO staff will conduct a Clean Hands search on all applicants prior to presenting grant award recommendations to the County Council. Any unresolved findings at the time of the County Council meeting will render the applicant ineligible for a grant award. This review is conducted in coordination with the Volusia County Finance, Growth & Resource Management, Public Works Department, as well as the Volusia County Tax Collector.

Finance	Growth & Resource Management	Public Works	Tax Collector
Outstanding financial obligations to the County	Code violations and zoning or land use non-compliance	Infrastructure or right-of-way obligations	Outstanding taxes, fees, or delinquent accounts

✓ Start Early

Applicants are strongly encouraged to request a Clean Hands search early in the application process. Resolving issues requires proactive engagement with the relevant departments, and resolution may take several weeks. Not-for-Profit organizations must also submit a list of all officers and board members, as individual violations by organizational leaders can affect eligibility.

2.3 Project Eligibility Standards

The Volusia ECHO program funds are to be used solely to finance acquisition, restoration, construction, and improvement of environmental, cultural, historic, and outdoor recreation projects for public use.

Only one application per project, facility complex, or site will be accepted in a single grant cycle. No more than two open ECHO grants are allowed per project site, and projects should not be duplicated in the same service area. County staff determine duplication and eligibility.

Exceptions to the One-Application Rule

Historic restorations, trail systems, green infrastructure, nature-based solutions, off-beach parking projects and established, fully open to the public ECHO related projects are exempt from the single-application restriction. Note that standalone green infrastructure and nature-based solutions projects additionally require a conservation easement or other legally binding document to guarantee long-term management and public access.

2.4 Public Access and Use

ECHO-funded projects must provide unrestricted public access and use measured from the date the restrictive covenant is recorded with the Clerk of Court. This public benefit requirement forms the cornerstone of the ECHO program, ensuring that taxpayer investments create community assets available to all residents.

Eligible projects must provide interior facility access, not just exterior viewing. The exception is green infrastructure or nature-based solutions, where the installation itself provides the public benefit. Projects on educational campuses must clearly separate public-use areas from student-only facilities and provide dedicated public parking. Grantees may not discriminate in fees or terms of use — all Volusia County residents must be charged the same fee.

Projects must be completed and open for public access from the date the grant is awarded, subject to the completion deadlines outlined below.

Grant Amount	Project Completion Deadline
\$12,500 – \$2,500,000	Two (2) Years

2.5 Ownership and Control Requirements

Demonstrating adequate legal control over the project property is a fundamental eligibility requirement that protects the public's investment throughout the length of the restrictive covenant period. Applicants must prove unrestricted control of the property through one of the following methods:

Control Type	Strength	Required Documentation	Key Limitation
Fee Simple Ownership	Strongest	Recorded deed showing unrestricted ownership, free of encumbrances.	Provisional sales contracts or property appraiser records do not qualify.
Long-Term Lease	Acceptable	Lease extending beyond the length of the restrictive covenants; cannot be cancelled without cause.	Lessor must be a government or qualified NFP.
Management Agreement	Limited Use	Letter of intent from property owner + agreement covering grant agreement period.	Applies to state/federal land projects only. Exception: Accepted for trails on County right-of-way and other publicly owned lands. <i>See Section 5.2 for trail and special project requirements.</i>

2.6 Ineligible Projects

Understanding what projects cannot receive ECHO funding helps applicants avoid wasting time on ineligible projects. The program has identified several categories of ineligible projects based on twenty years of experience and legal requirements.

Private or Restricted Access — Facilities that limit use to members, students, or specific groups cannot receive ECHO funding, even if they occasionally host public events.

Operational and Maintenance Expenses — ECHO grants exclusively support capital improvements with lasting value. Salaries, program costs, supplies, routine maintenance, and repairs are excluded.

Projects with Insufficient Lifespan — Projects involving depreciable items lasting less than the restrictive covenants period generally cannot receive funding unless the applicant demonstrates capacity for replacement over the covenant period.

SECTION 3: FINANCIAL REQUIREMENTS

3.1 Match Categories

All applicants must provide a dollar-for-dollar (1:1) match equal to their grant request. Documentation of match must be included in the application. The following sections detail acceptable match categories, composition requirements by organization type, and documentation standards.

Code	Category	Key Rules and Documentation
UC	Unencumbered Cash	Liquid funds in bank. Executed grants from other sources also qualify once contracts are signed. Irrevocable pledges backed by notarized commitment letters also qualify. All funds must be documented in bank accounts prior to the Grant Review Panel.
PSC	Previously Spent Cash	Eligible project costs within the seven-year period prior to the application (e.g., A&E services, environmental assessments). Requires copies of invoices with cancelled checks or bank statements proving payment.
IK	In-Kind Services	Donated professional services, materials, or volunteer labor. Professional and non-professional services/tasks must be valued at standard market rates and volunteer labor values should use Independent Sector rates. All must be documented through written agreements or time sheets for non-professionals.
LM	Land Match	Current market value of property dedicated to the project — counts for up to 25% of required match only. <i>*Exception: Trail projects on the County Trails Master Plan may use land match for up to 100% of required match. See section 5.2.</i>

Important Notes on Land Match:

- Property value used as match is fixed at the amount documented in the first ECHO grant application for that site.
- Property previously used as match to secure ECHO or non-ECHO grants is ineligible for ECHO match.
- Property donated by Volusia County, acquired through County funding sources (including ECHO or Volusia Forever), or located on State or Federal land is not eligible for land match.

3.2 Match Requirements by Organization Type

The required composition of the 1:1 match varies based on organization type and size. The operating budget is determined by averaging the organization's unrestricted operating revenues or expenditures over the three most recent complete fiscal years, providing a fair assessment of organizational capacity.

Organization Type	Annual Operating Budget	Minimum Cash Required	Other Match Allowed
Volusia County, Municipal Government or Large Not-for-Profit	\$500,000 or greater	50%	Up to 50% (max 25% LM; PSC and/or IK)
Medium Not-for-Profit	\$250,000 – \$499,999	30%	Up to 70% (max 25% LM; PSC and/or IK)
Small Not-for-Profit	Under \$250,000	20%	Up to 80% (max 25% LM; PSC and/or IK)

3.3 Documenting Your Match

Proper match documentation can determine application success. Inadequate documentation remains one of the most common reasons for application rejection. Each match category requires specific forms of verification and must be for the project in the application.

Municipal Resolutions — Fully executed resolutions specifying the pledged dollar amount, project name, and date funds will be available.

Bank Statements and Financial Records — Must clearly show available funds designated for the ECHO project — not general organizational reserves. Annotate relevant items and provide explanatory notes connecting bank records to specific budget line items.

Grant Award Documentation — Executed contracts or award letters specifying amounts, purposes, and any restrictions on use. Include correspondence confirming that other funders approve of their grants being used as ECHO match.

Invoice and Payment Records — Create an unbroken chain from purchase order through payment, including vendor invoices, organizational approval, check copies (front and back), and/or bank statements for electronic payments.

In-Kind Contribution Letters — Written on donor letterhead, signed, dated, and notarized — specifying exact services or materials donated, their market value with basis for valuation, and confirmation that donations are complete or irrevocably committed.

Appraisals and Property Documentation — A professional appraisal completed within the past year or a current property appraiser valuation. Acquisition projects require professional appraisals not more than six months old.

3.4 Eligible vs. Ineligible Expenses

The table below summarizes expense eligibility for both ECHO grant funds and match credit. The program's focus is on creating lasting capital improvements rather than supporting operations.

Expense Type	ECHO Funds	Match Credit	Notes
✓ = Eligible ✗ = Ineligible			
Construction & Installation	✓	✓	All materials and labor for building, improving, or restoring facilities including specialties.
Architectural & Engineering Services (Prior to grant award)	✗	✓	Qualifies for match credit only; cannot be paid with ECHO funds.
Professional Audit / AUP Services	✗	✓	(AUP) Agreed-upon procedures for grant application qualify as match only.
Grant Writer Costs (NFPs <\$200K)	✗	✓	Up to \$7,500 may be applied as match for qualifying small NFPs under \$200K.
Permanent Playground Equipment	✓	✓	Fixed equipment that becomes part of the facility and serves public use.
Interpretive / Educational Signage	✓	✓	Signage enhancing public understanding of the facility or its significance.
ECHO Recognition Signage	✗	✓	Required for all projects; qualifies as match but cannot be paid with ECHO funds.
Feasibility Studies / Permits	✗	✗	Conceptual planning and permits prior to project commitment is ineligible.
County Funds / Sources	✗	✗	Funds from a county source are ineligible as match unless the County is the applicant.
Expenditures from Tax Increment Financing Districts or CRAs	✗	✗	Must be pre-approved by County Council for a project with countywide economic impact.
Office Furniture / Admin Computers	✗	✗	Movable items that could be redirected from public use.
Salaries / Operations or Maintenance Expenses including Maintenance Facilities	✗	✗	ECHO funds capital improvements only — not operations or maintenance.
Contingency Funds	✗	✗	Ineligible for both ECHO funds and match.
Legal and Tax Services (including closing costs)	✗	✗	Ineligible for both ECHO funds and match.

SECTION 4: APPLICATION REQUIREMENTS

4.1 Application Timeline and Required Steps

The ECHO application process follows a structured timeline designed to ensure thorough review while providing adequate time for applicant preparation and response. An annual grant cycle typically opens in April and concludes with County Council approval in October. Consult the ECHO website for current cycle dates, as they vary annually.

⚠ Mandatory Attendance

Attendance at the Grant Workshop, Site Tour and Eligibility Meeting, and Grant Review Panel is mandatory. Failure to attend any of these sessions will disqualify the application from further consideration.

**Dates shown are representative of a typical cycle. Consult volusia.org/echo for current cycle dates.*

Step	Milestone	What to Expect
01	Grant Workshop <i>April — Mandatory</i>	At least one project representative must attend the full session to maintain eligibility.
02	Technical Application <i>June — All attachments due</i>	Staff review identifies eligibility issues while time remains for correction.
03	Final Application <i>July — No changes after this</i>	Complete proposal for evaluation. No additions or corrections accepted after deadline.
04	Site Tour & Eligibility <i>August — Mandatory</i>	Applicants host the ECHO Advisory Committee on-site. 10-minute presentation maximum.
05	Grant Review Panel <i>August — Mandatory</i>	The ECHO Advisory Committee convenes as the Grant Review Panel to score applications. Projects scoring 80+ recommended for funding.
06	County Council <i>October — Final approval</i>	Council reviews recommendations and makes final funding decisions.

4.2 Scoring Criteria and Evaluation

The ECHO Advisory Committee evaluates applications using standardized criteria that assess project merit, organizational capacity, and public benefit. Scores are averaged across committee members with the highest and lowest scores removed.

Pts	Category	Evaluation Focus
25	Administrative Compliance	Completeness, accuracy, project readiness, and adherence to guidelines.
25	Project Description	Clarity of purpose, public benefit, and ECHO goal alignment.
25	Budget Detail	Realistic costs, secured match, and financial planning.
25	Operating Forecast	Sustainability, maintenance planning, and long-term viability.
TOTAL: 100 Points Threshold for Committee Recommendation: 80+		

4.3 Application Components

The final application represents your complete proposal for ECHO Advisory Committee evaluation and scoring. All required documentation must be submitted by the deadline — no changes, corrections, or additional materials will be accepted after submission.

Core Documentation Requirements (all applicants):

- Applicants contact information and organizational mission
- Project information (location, type, ECHO category)
- Property documentation establishing the required twenty-year control (deed, lease, or agreement)
- Project funding detail including all matching funds
- Project team information including key personnel such as project manager and budget administrator
- Letter of intent to sell from owner (acquisition projects only)
- Maintenance and Operations Certification and Compliance Form (executed by officials with appropriate contract authority; for NFPs: signed by the CFO and authorized by the Board of Directors)

Additional Requirements for Not-for-Profit Organizations:

- Official IRS determination letter granting 501(c)(3) status
- Most recent Uniform Business Report (Annual Report) filed with the FL Div. of Corporations
- Bylaws/Charter as filed with the FL Div. of Corporations
- Most recent 12 consecutive months of Board Minutes

4.4 Operating Forecast & Business Plan

All ECHO-funded projects are subject to a restrictive covenant requiring the facility or site to remain operational, accessible to the public, and properly maintained. A comprehensive Business Plan is required as part of your final application. It must demonstrate your organization's long-term capacity to sustain this project through sound financial planning, operational management, and community engagement.

The business plan must be specific to Volusia County and the proposed project and must directly address the questions outlined in the application. Responses should include realistic attendance or usage projections based on comparable facilities or professional studies, a detailed maintenance and replacement plan, staffing structure, fee schedules, partnership strategies, and a financial outlook for the current and upcoming fiscal years. Incomplete or insufficiently detailed responses may affect the eligibility and scoring of your application.

4.5 Feasibility Study

All ECHO-funded projects must demonstrate practicality, community need, and organizational capacity to successfully complete and sustain the project over the restrictive covenant period. A feasibility study must be specific to Volusia County and the proposed project and must directly address the questions outlined in the application. The study must cover community need and support, site and regulatory compliance, construction and materials, and market and attendance projections.

4.6 Marketing Plan

A marketing plan must be specific to Volusia County and the proposed project, along with a complete marketing checklist, and address the questions outlined in the application. The plan should describe how the organization will ensure robust public use of ECHO investments, identify target audiences and strategies to reach underserved populations, describe partnerships that expand access and resources, explain how the facility will be promoted to tourists and non-residents, and include measurable goals for attendance, program participation, and community benefit.

4.7 Financial Documentation Requirements

The documentation required varies by organization type but must demonstrate fiscal stability and capacity to manage public funds. The operating budget is determined by averaging the three most recent complete fiscal years.

Organization Type	Annual Budget	Required Financial Documentation
Government Entity	Any size	GASB 34 compliant financial statements with management letters and responses.
Large Not-for-Profit	\$500,000+	Certified financial audit (within 18 months) + management letter + most recent month-end financial statement.
Medium Not-for-Profit	\$250,000 – \$499,999	Financial statement review + management letter + most recent month-end financial statement.
Small Not-for-Profit	Under \$250,000	Agreed-upon procedures report + recent month-end financial statement.

4.8 Drawings

Documentation requirements vary based on project type. Construction documents submitted with the technical application must be 100% complete and ready for the procurement process. ECHO grant funds may only be used for final construction drawings generated after grant award and after a Notice to Proceed has been issued by the County.

All applicants must submit the following:

- **Current Drawings and Excavation Plans** — Reflecting existing structures and site conditions at the time of application.
- **Vacant Land Acquisition Projects** — Conceptual drawings of improvements to be completed within two years of acquisition.
- **Street Locator Map** — Physical location of the project including road names and a directional reference.
- **Site Plan** — Building footprints, travel ways, parking, and landscaping, including site survey, trees, topography, civil drawings, and water retention/drainage/circulation.
- **Preliminary and Schematic Drawings** — Must include a general model of the floor/site plan showing the location of project elements. A Florida-friendly landscape plan consistent with University of Florida IFAS guidelines is suggested.
- **Design and Development Documents** — Selection of materials and engineering systems, detailed cost estimate, and identification of environmentally sustainable materials.
- **Construction Documents** — Written and graphic instructions including building systems, floor plans, elevations, site utilities, and ADA information.

✓ Simplified Documentation for Standard Improvements

For projects involving the improvement of previously engineered sites, pre-engineered structures, such as playgrounds, prefabricated buildings, pavilions, and modular restrooms, etc. may substitute manufacturer's engineered plans and installation specifications in lieu of custom architectural and engineering drawings for those components. This exception applies only to the prefabricated elements themselves. The site should already be pre-engineered.

SECTION 5: SPECIAL PROJECT TYPES

5.1 Acquisition Projects

Property acquisition projects require special consideration as the purchase itself must occur after grant award, creating unique timing and documentation challenges. These projects enable organizations to secure strategic properties for future ECHO-eligible development while property remains available and affordable.

Purchase Documentation Requirements — Provide notarized letters of agreement to sell from current owners specifying price and terms. Include professional appraisals not more than six months old — State Certified or MAI appraisers are required for properties over \$250,000. Document any environmental issues through Phase I environmental assessments. For properties under \$250,000, certified general appraisals with narrative analysis suffice.

Development Commitments — Submit conceptual development plans showing proposed uses and facilities, along with preliminary cost estimates demonstrating financial feasibility and operating plans for maintaining the undeveloped property during any interim period.

5.2 Trail and Off-Beach Parking Projects

Trail projects and off-beach parking facilities receive special consideration recognizing their linear nature, multi-jurisdictional coordination requirements, and importance to recreation and beach access throughout the county.

All projects described in this section must guarantee the public's right to continue access and undisturbed use for the full length of the restrictive covenants period regardless of the property control method used. The standard legal control requirements for ECHO-funded projects are established in section 2.5.

The provisions below describe the specific exceptions and alternative pathways available for trail and off-beach parking projects only. All other eligibility requirements remain in place.

County Trails Master Plan Projects — Adopted trail segment projects included in the County Trails Master plan receive flexible property control treatment. Management agreements or use permits may substitute for ownership or leases when trails cross government-owned lands or rights-of-way, provided these agreements still guarantee the full length of the restrictive covenants period for public access. Match Credit: The value of land made available for trail development may count as 100% of the required match, recognizing that land represents the primary cost of trail projects.

Trails on County Right-of-Way — Trails on County right-of-way or property that is unavailable for purchase or lease may satisfy the legal control requirement through a Management Agreement or Use Permit with the following terms: minimum ten-year term and automatic ten-year renewal. All trail projects remain subject to the full length of the restrictive covenants period and public use requirement. If the public use period is reduced for any reason, penalties specified in the Restrictive Covenants will apply.

Trails and Projects on Public Lands Not Owned by Applicant — For projects included in the County's Trails Master Plan or located on publicly owned lands, applicants may provide a Use Permit or Management Agreement in lieu of restrictive covenants and unrestricted ownership. If the agreement dissolves before the required period expires, the grantee must repay the County in accordance with the terms of the Restrictive Covenants and the final ECHO Grant Agreement.

Management Agreements on State or Federal Land — Applicants must provide – at minimum - a letter of intent from the property owner that demonstrates: the owner's agreement to execute a Management Agreement; the owner's capacity to manage and maintain the property; and the owner's understanding of the project scope and application commitments. A fully executed Management Agreement will be required prior to grant execution.

Off-Beach Parking Facilities — Eligible improvements include property acquisition, parking lot construction, and amenities such as restrooms, showers, and shade structures. Organizations that have recently purchased strategic properties for off-beach parking purposes may seek ECHO reimbursement support for those acquisition costs. All off-beach parking projects must demonstrate coordination with beachfront communities and include pedestrian connections to beach access points.

5.3 Critical Historic Acquisition and/or Stabilization Grant

The Critical Historic Acquisition and/or Stabilization Grant program is to be used solely to finance the acquisition and/or stabilization of historically designated sites at immediate risk of loss due to demolition threats, severe neglect or deterioration, development pressure, newly discovered structural issues, or intentional neglect to obtain demolition permits.

The applicant must demonstrate the immediate need for assistance, provide credible evidence of importance of the historic site/structure and the critical need that has resulted in the request for funding support outside of the normal ECHO grant cycle. Given the urgent nature of these projects, interested applicants should contact ECHO staff immediately upon identifying a threatened historic resource.

Requirement	Detail
Application Cycle	Accepted year-round on a rolling basis outside the annual ECHO grant cycle
Maximum Grant	\$2,500,000 (one-time)
Match Requirement	Dollar-for-dollar (1:1)
Property Age	Must be over 50 years old AND meet one of the following designations below
Historic Designation	Listed on National Register, contributing property in historic district, local designation, or eligible with documented significance
Professional Standards	All work must adhere to Secretary of Interior's Standards for Treatment of Historic Properties
Approvals	Historic Preservation Board and review by County Historic Preservation officer is required
Contractor Experience	General Contractor, Project Manager and Superintendent must have completed at least three historic restoration projects within the past ten years
Covenant Period	Full length of the restrictive covenants period included as part of the agreement
First Step	Pre-application meeting with ECHO staff required
Project Completion Deadline	Two (2) Years

SECTION 6: AWARD & CONSTRUCTION

6.1 Post-Award Requirements

Following County Council approval, successful applicants must complete several administrative requirements before receiving authorization to begin construction and access grant funds.

#	Requirement	Key Provisions
1	Grant Agreement Execution	Incorporates all application representations as contractual obligations. Must be signed by the grantee’s authorized representatives prior to the County Council’s execution.
2	Restrictive Covenant Recording	Creates a deed restriction recorded with the Clerk of Court before Notice to Proceed. Property owners and mortgage holders must sign. Recording fees are the grantee's responsibility.
3	Insurance & Bonding	General liability insurance, naming the County as additional insured is required throughout construction. Performance and payment bonds must cover 100% of construction contracts. Required for all projects.
4	Notice to Proceed (NTP)	All pre-construction requirements must be satisfied before issuance. Only expenses incurred after issuance of the NTP qualify for ECHO reimbursement.

6.2 Construction Phase Management

Successful construction phase management ensures projects are completed on time, within budget, and in compliance with all grant requirements. Government entities must follow their adopted procurement policies, which typically require formal bidding for construction contracts. Organizations must balance efficient project delivery with thorough documentation and regulatory compliance.

6.3 Reporting and Payment Requests

The County's reimbursement-based payment system requires grantees to manage cash flow while maintaining detailed documentation. Quarterly progress reports and payment requests are the primary accountability mechanisms during construction.

Reporting Quarter	Report Due Date
Q1 — January 1 – March 31	April 30
Q2 — April 1 – June 30	July 31
Q3 — July 1 – September 30	October 31
Q4 — October 1 – December 31	January 31

Payment Request Requirements (submitted at least quarterly):

- Detailed invoices from vendors and contractors, including item description, provider, application/invoice number, amount requested, and date.
- Proof of payment through cancelled checks or electronic transfer confirmations.
- Lien releases for completed work (written documentation from contractors and subcontractors confirming payment and waiving lien rights for work completed to date).

6.4 Changes, Extensions, and Modifications

Construction projects rarely proceed exactly as planned. Formal processes exist to address changes while maintaining grant compliance and public benefit.

Change Type	Approval Authority	Key Conditions
Budget change not affecting project intent or scope	ECHO Staff	Public benefit unchanged; grant amount does not increase; no effect on restrictive covenant.
Time extension up to 365 days	ECHO Staff	Written request at least 60 days before deadline; compelling circumstances documented; clear completion plan provided.
Scope change that alters the intended use or central design of a facility	ECHO Advisory Committee + County Council	Allow 2–3 months for review. Includes changes to fundamental design, reductions in public benefit, or changes the intended use of the facility.
Time extension beyond 365 days	ECHO Advisory Committee + County Council	Extraordinary circumstances only: natural disasters, litigation, major environmental discoveries, or declared emergencies.

✓ Submit Changes Early

Applicants are strongly encouraged to submit change requests as soon as a need is identified. All requests must be submitted in writing with a description and justification, revised budgets and schedules, and an assessment of the impact on public benefit.

SECTION 7: LONG-TERM COMPLIANCE

7.1 Commitment Overview

The public use commitment is the fundamental obligation associated with every ECHO grant award. It ensures that public funds create lasting community benefit beyond initial construction and requires sustained organizational commitment throughout the full compliance period. Restrictive covenants are legally binding obligations recorded against the property that ensure public access regardless of future ownership or organizational changes. These covenants run with the land and survive leadership transitions, financial challenges, and evolving organizational priorities.

Covenant Period — Key Terms

The period is measured from the date the restrictive covenant is recorded with the Clerk of Court — not from construction completion or grant award date. All obligations during this period include unrestricted public access consistent with application representations; County inspection rights to verify compliance; prohibition on encumbrances that would impair public use; and maintenance obligations ensuring the facility remains safe and functional.

Liquidated Damages for Covenant Violations: (Example 20-year commitment)

Covenant Period	Violation Type	Financial Consequence
Years 1 – 10 First decade of covenant	Any violation of restrictive covenant terms, including failure to maintain public access or facility upkeep.	100% Repayment
Years 11 – 20 Second decade of covenant	Any violation of restrictive covenant terms during the final decade of the public use period.	Pro-Rated Repayment

Note: The twenty-year period is measured from the date the restrictive covenant is recorded with the Clerk of Court — not from construction completion or grant award.

Subordination Requirements

Existing mortgage holders must agree to subordinate their interests to the public use requirements of the covenant. New financing requires County notification and may require County consent. Property transfers require the assumption of covenant obligations by new owners, and all lease agreements must acknowledge and incorporate covenant requirements.

7.2 Annual Reporting Requirements

Annual reports are due February 15th and commence the year following project completion for the length of restrictive covenants filed for the individual project. These reports document continued public access and use, track performance against promised outcomes, identify emerging maintenance or operational issues, and maintain institutional memory across leadership changes.

Purpose of Annual Reports:

Required report elements include operating schedules and public access hours; attendance figures and program types; fee schedules showing compliance with non-discrimination requirements; programming descriptions demonstrating ECHO purpose alignment; partnerships developed or maintained; success stories and community impact examples; challenges faced and mitigation strategies; and plans for the upcoming year including any anticipated changes.

7.3 Publicity and Recognition

Public recognition of ECHO investment acknowledges taxpayer support for community facilities, builds program awareness, encourages future voter support, and creates community pride in public investments.

Temporary Construction Sign	Permanent Recognition Sign
<p>When: Within 90 days of grant award</p> <p>Size: Minimum 32 square feet</p> <p>Material: Weather-resistant, professional appearance</p> <p>Required: Volusia County and ECHO logo</p> <p>Funding: Match only (not ECHO funds)</p>	<p>When: Upon project completion (staff approval required)</p> <p>Size: Minimum 8 square feet</p> <p>Material: Bronze, engraved granite, Corian, or bronze-finished aluminum</p> <p>Required: Volusia County and ECHO logo</p> <p>Funding: Match only (not ECHO funds)</p>

Required Language — Temporary Construction Sign:

County of Volusia and [Grantee Name]
 [Project Name, Type of Project]

Working together to improve Environmental, Cultural, Historic and Outdoor Recreation opportunities for our residents and visitors. This project is funded by the voter-approved Volusia ECHO grant program.

Required Language — Permanent Recognition Sign:

This project was funded in part by the Volusia ECHO Program, approved by voters in 2000 and renewed in 2020 to finance Environmental, Cultural, Historic, and Outdoor Recreational opportunities throughout Volusia County.

[Year of the Award]

Website and Marketing Materials — County and ECHO logos must appear on organization and project websites within 90 days of award. All promotional materials, whether print or digital, must acknowledge ECHO support. Press releases and social media posts about the facility should reference ECHO funding.

7.4 Monitoring

ECHO program staff must be granted site access throughout the covenant period. Sites will be visited on a triennial basis at minimum; sites with concerns will be visited annually or more frequently until three consecutive clean monitoring reports are received.

A monitoring worksheet will be completed after each visit. The review will confirm public accessibility and use to the facility/project, ADA accessibility, use of the facility consistent with the original application, that grant items are maintained in good working order, and that a permanent ECHO sign is displayed in a prominent location.

7.5 Project Compliance Standards

All ECHO projects must meet applicable federal, state, and local regulations, with particular attention to accessibility and environmental standards.

Americans with Disabilities Act (ADA) Compliance — Section 504 of the Rehabilitation Act of 1973 and the ADA of 1990 prohibit discrimination based on disability. All new construction, restoration, and improvement work funded through ECHO must meet current ADA standards without exception. Programming must include accommodation procedures for participants with disabilities, and ongoing maintenance must preserve accessibility features in operable condition. When Florida law prescribes access measures exceeding federal standards, applicants must comply with the more stringent requirement.

Florida Building Code Requirements — Chapter 553 addresses accessibility requirements that may exceed federal ADA standards. Hurricane resistance standards require enhanced structural design and impact protection. Local amendments may impose additional requirements that must be researched and incorporated.

Green Building Standards — Where feasible, applicants are encouraged to incorporate sustainable design features, such as LED lighting, Florida-friendly landscaping, and energy-efficient systems, that demonstrate a commitment to sustainability and help reduce long-term operating costs. LEED certification or equivalent green building standards, while not required, are viewed favorably. The ECHO Program recognizes that not all project types can accommodate these elements.

SECTION 8: RESOURCES & SUPPORT

8.1 Quick Reference Checklist

PRE-APPLICATION

- Verify organization eligibility (government or qualified 501(c)(3))
- Confirm project eligibility (public access, appropriate category)
- Request a Clean Hands search
- Secure property ownership or control documentation (deed, lease, or management agreement)
- Attend Grant Workshop (mandatory)
- Identify and document all match sources
- Develop preliminary design documents
- Prepare financial documents (audit, review, or agreed-upon procedures)

APPLICATION

- Submit technical application by deadline — all sections and attachments
- Review and incorporate staff feedback
- Complete final application — all sections and attachments
- Attend Site Tour and Eligibility Meeting (mandatory)
- Attend Grant Review Panel (mandatory)
- If eligible, execute grant agreement prior to County Council meeting
- Attend County Council meeting

IMPLEMENTATION

- Record restrictive covenants with Clerk of Court
- Execute Grant Agreement
- Obtain performance and payment bonds
- Secure all permits
- Follow procurement requirements
- Install temporary construction signage (within 90 days of award)
- Submit quarterly progress reports
- Document all expenses and maintain full audit trail
- Request payments with proper backup at least quarterly
- Complete project within required timeline
- Install permanent recognition signage (upon staff approval)

LONG-TERM COMPLIANCE (Length of Restrictive Covenants)

- Submit annual reports every February 15th
- Maintain public access for the length of the covenant period
- Preserve facilities in good condition — safe and functional for public use
- Update websites and marketing materials with ECHO recognition
- Plan for major maintenance and equipment replacement over the covenant period

8.2 Contact Information and Resources

Volusia County ECHO Program

Community Services Department | Resource Stewardship Division, Room 200
123 W. Indiana Avenue, DeLand, FL 32720
Phone: (386) 943-7081 | Email: echo@volusia.org
Website: www.volusia.org/echo

ECHO Manager: Daniel Marsh | dmarsh@volusia.org

ECHO Administrative Specialist: Jill Marcum | jmarcum@volusia.org

The ECHO Advisory Committee meets quarterly to review program implementation and make funding recommendations. Meeting schedules and agendas are posted on the County website. Public comment opportunities are provided at each meeting.

The voter-approved Volusia ECHO program continues to enhance quality of life throughout Volusia County by supporting environmental, cultural, historic, and outdoor recreation projects that create lasting community benefit.



8.3 Definitions

ACQUISITION means the purchase of real property – including land, buildings or both – for an ECHO-eligible environmental, cultural, historic or outdoor recreation purpose.

ADVISORY COMMITTEE means the nine-member Committee appointed by the County Council to oversee the ECHO program and make recommendations for funding of the ECHO grant dollars to the County Council.

AGREED-UPON PROCEDURES (AUP) mean an engagement conducted by an independent certified public accountant in which the accountant performs specific procedures agreed upon by the client and other specified parties and reports findings without expressing an opinion or conclusion. For ECHO purposes, AUP engagements are used in lieu of a full financial audit for qualifying small Not-for-Profit organizations and are conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA).

APPLICANT means a qualifying 501(c)(3) organization incorporated in the State of Florida with its principal office located in Volusia County, a municipality of the County of Volusia, or a budgeted organization of Volusia County Government.

CASH ON HAND means unencumbered cash dedicated to the ECHO project listed in the application.

CERTIFIED FINANCIAL AUDIT means an examination of financial statements to determine whether operations are properly conducted in accordance with legal and regulatory requirements. Financial audits must be conducted in accordance with generally accepted auditing standards and governmental auditing standards. These audits should include a Management Letter and a Response Letter.

CERTIFIED GENERAL APPRAISAL means a narrative appraisal, including a written analysis, opinion, or conclusion issued by an appraiser relating to the nature, quality, value, or utility of a specified interest in, or aspect of, identified real property and includes a report communicating an appraisal analysis, opinion, or conclusion of value regardless of title.

CERTIFIED GENERAL APPRAISER (not the County Property Appraiser) means a person who is certified by the Florida Department of Business and Professional Regulation and is qualified to issue appraisal reports for any type of real property.

CLEAN HANDS means a determination that an applicant is in good standing with Volusia County, with no outstanding financial obligations, unresolved code violations, or prior grant compliance issues.

COMPLEX means a building or multiple buildings on the same site that share infrastructure or supporting facilities, amenities, signage, or designation, or has other attributes of actual or perceived linkage.

CONSTRUCTION means the building of a new facility, structure, or physical improvement on a site where no such facility previously existed, or the addition of a new structure or feature to an existing site that results in a significantly new public experience.

CRITICAL HISTORIC ACQUISITION AND/OR STABILIZATION GRANT means a special grant category available outside the standard annual ECHO grant cycle, used solely to finance the acquisition and/or stabilization of historically designated sites at immediate risk of loss due to demolition threats, severe neglect or deterioration, development pressure, newly discovered structural issues, or intentional neglect to obtain demolition permits. The maximum award is \$2,500,000 with a required 1:1 match. Properties must be over 50 years old and meet applicable historic designation criteria. A pre-application meeting with ECHO staff is required. All work must adhere to the Secretary of the Interior's Standards for the Treatment of Historic Properties.

COUNTY COUNCIL means the seven elected members of the Volusia County Council.

CULTURAL PROJECT (Category "C" of ECHO) means a site, building or facility which shall be designed specifically for the production, presentation, exhibition, or any combination of the above functions of any of the cultural disciplines, such as: music, dance, theatre, creative writing, literature, painting, sculpture, folk arts, photography, crafts, public media, and includes historical and science museums.

ENVIRONMENTAL ASSESSMENT LEVEL I means appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice and the provisions of CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) and ASTM E1527-21 (American Society for Testing and Materials).

ENVIRONMENTAL PROJECT (Category "E" of ECHO) means a site, building, facility, or natural system that provides the public with access to an environmental experience or education opportunity, including environmental learning centers, green infrastructure installations, and nature-based solutions that connect communities to the natural world and promote responsible stewardship of Volusia County's ecosystem.

FEE SIMPLE OWNERSHIP means unrestricted ownership of real property, including the power of disposition, free of encumbrances. Documentation must be a recorded deed. Provisional sales contracts, property appraiser records, binders, or letters of intent do not qualify as proof of fee simple ownership.

FINANCIAL STATEMENT REVIEW means performing inquiry and analytical procedures that provide the accountant with a reasonable basis for expressing limited assurance that there are no material modifications that should be made to the financial statements for them to be in conformity with GAAP or, if applicable, OCBOA (Other Comprehensive Basis of Accounting). All audits and reviews of Not-for-Profits and governments must include a Management Letter and a Response Letter.

FISCAL STABILITY means the financial results of operations, available resources, and the organizational plan to resolve deficit problems. A concern for fiscal stability would be indicated by multi-year operating deficits and declining fund balances.

FUNDING CAP means the maximum cumulative ECHO grant funding a project or facility complex may receive over the life of the program. The standard cap is \$5,000,000. Projects involving a substantial expansion of total square footage resulting in significant additional public use may qualify for an additional \$5,000,000, bringing the maximum cumulative award to \$10,000,000. County Council approval is required prior to application for any funding that would exceed the initial cap.

GRANT AWARD RANGE means the minimum and maximum ECHO grant amounts available under the ECHO grant cycle. The minimum grant request is \$12,500 and the maximum grant request is \$2,500,000. All applicants must provide a 1:1 match equal to their grant request. Projects will be held to the funding amount approved at the time of application.

GRANT PERIOD means the time period established in the grant agreement during which the grantee is authorized to expend ECHO funds and complete the approved project. The grant period begins upon execution of the grant agreement and ends on the project completion deadline, subject to any extensions approved in accordance with program guidelines.

GREEN INFRASTRUCTURE means the range of measures that use plant or soil systems, permeable pavement or other permeable surfaces or substrates, stormwater harvest and reuse, or landscaping to store, infiltrate, or evapotranspire stormwater and reduce flows to sewer systems or to surface waters. (United States Environmental Protection Agency)

HISTORIC PROJECT (Category "H" of ECHO) means a site, building, or facility that preserves, restores, or interprets significant historic resources for public access and use, and is listed on the National Register of Historic Places, designated by Federal, State, or local government as historically significant, or documented as eligible for such designation. Historic projects may include museums, heritage sites, archaeological sites, and historically designated structures that provide interpretation, or educational experiences rooted in Volusia County's history and cultural identity.

IMPROVEMENT means capital modification or upgrade to an existing facility, structure, or site that increases its functionality, capacity, safety, accessibility, or public benefit without constituting new construction or restoration.

IN-KIND CONTRIBUTION means the documented fair market value of non-cash contributions provided by the grantee or third parties that consist of real property or the value of goods and services directly benefiting and specifically identifiable to the project.

LEASE means a contract that conveys unconditional use of real property for a specific period of time. The minimum period of time shall be consistent with requirements set forth in the Guidebook and the required length of the lease shall be determined from the final application deadline date. Leases shall not be cancelable without cause.

LEED — Leadership in Energy and Environmental Design — means a green building rating system that encourages and accelerates global adoption of sustainable green building and development practices through the creation and implementation of universally understood and accepted tools and performance criteria.

LIFE EXPECTANCY OF MAJOR PROJECT COMPONENTS means the estimated useful service life of significant structural, mechanical, electrical, site, or specialty components incorporated into an ECHO-funded project.

MAI CERTIFIED APPRAISER means an appraiser who has completed the necessary training to achieve Membership in the Appraisal Institute.

MAINTENANCE means providing care, upkeep, repair, or support for a physical piece of property. Maintenance expenditures are NOT allowed to be used for ECHO or Match dollars.

MAINTENANCE AGREEMENT means an agreement/contract outlining the obligations the service provider will undertake to ensure the upkeep, repair, and serviceability of the grantee's project site.

MANAGEMENT AGREEMENT means a legal agreement/contract between the grantee and the service provider responsible for managing the site. It outlines the specific roles, responsibilities, and duties of each party involved and should include the scope of duties, expected duration, payment terms, and must address any potential modifications or cancellations.

MANAGEMENT LETTER means a formal, written document that conveys the CPA's findings and observations about aspects of the client's business. It may describe certain procedures performed in an engagement and identify ideas and recommendations that can improve the entity's operations.

MASTER TRAIL PROJECT means a specific segment of the Trail Master Plan that was approved by the County Council.

MONTH-END FINANCIAL REVIEW means the performance of inquiries and analytical procedures that provide the accountant with a reasonable basis for expressing limited assurance that there are no material modifications that should be made to the financial statements for them to be in conformity with GAAP.

NATURE-BASED SOLUTIONS means actions to protect, sustainably manage, and restore natural or modified ecosystems that address societal challenges effectively and adaptively, simultaneously providing human well-being and biodiversity benefits. (International Union for Conservation of Nature)

NOTICE TO PROCEED (NTP) means the written authorization issued by the County to the grantee upon satisfaction of all post-award requirements — including grant agreement execution, restrictive covenant recording, and insurance and bonding — formally authorizing the commencement of construction. Only costs incurred after NTP issuance qualify for ECHO reimbursement.

OPERATING FORECAST means the section of the ECHO grant application that documents the applicant's plan for operating, maintaining, and sustaining the ECHO-funded project over the restrictive covenant period.

OUTDOOR RECREATION PROJECT (Category "O" of ECHO) means a project that provides capital improvement structures and/or amenities that can be used or supported by the public for outdoor recreational enjoyment. Amenity support can include outdoor athletic fields/athletic courts, boardwalks, trails, playgrounds, and other facilities that provide outdoor recreational activity. It can also include capital facilities that support outdoor recreational use such as bathrooms, parking areas, pavilions, signage, and other similar amenities.

PAYMENT & PERFORMANCE BOND means surety insurance issued by a quality rated insurer authorized to issue in the face amount of the bond in the State of Florida, which guarantees the execution of the work under the construction contract.

PERMITS mean any building, zoning, use, excavation, fill, surface water, utility, or other official action of Federal, State, Regional or local government having the effect of permitting development of land.

PROJECT AGREEMENT means an executed contract between Volusia County and a project sponsor setting forth mutual obligations regarding an approved ECHO funded project.

RESPONSE LETTER means a written statement by the client in response to the CPA's management letter. The response should address deficiencies or recommendations, including any corrective action taken or to be taken, related to the auditor's observations.

RESTORATION means the act or process of returning a site, facility, natural system, or property to a functional, safe, and usable condition through repair, reconstruction or replacement of deteriorated or damaged components.

RESTRICTIVE COVENANT PERIOD means the period during which the grantee is obligated to maintain public access and use of the ECHO-funded facility or site, measured from the date the restrictive covenant is recorded with the Clerk of the Circuit Court of Volusia County — not from construction completion or grant award date. Violations during the first half of the covenant period require full repayment of the grant amount; violations during the second half are subject to pro-rated repayment.

SUSTAINABILITY means the ability to exist constantly while continuing to provide public accessibility as it relates to ECHO requirements.

SCOPE CHANGE means major changes that alter the intended use or central design of a facility.

UNDISTURBED USE means that the building to be restored, expanded, or constructed and the site of such building will be owned by, or will be under lease to, the applicant by the date of the application submission and that the use of the site and building will be unencumbered by covenants, easements, or other conditions contrary to the purpose of the project for a minimum length of time as required.

8.4 Restrictive Covenants

Prepared by and return to:
[NAME]
County of Volusia
Legal Department
123 West Indiana Avenue
DeLand, Florida 32720

ECHO GRANT RESTRICTIVE COVENANTS AND LIEN

THESE ECHO GRANT RESTRICTIVE COVENANTS AND LIEN are entered into this [DATE] day of [MONTH] 20 [YEAR], by [COMPLETE LEGAL NAME], with its principal place of business at [STREET ADDRESS] (hereinafter referred to as "Grant Recipient" or "Owner") and shall be effective for a period of [insert years from guidelines] years from the date of recordation in the Office of the Clerk of the Circuit Court of Volusia County, Florida.

WHEREAS, the Owner is the fee simple titleholder of the Property located at [Project Street Address, Project City], Volusia County, Florida, (hereinafter the "Property") as more particularly described in the legal description of Exhibit A, attached to and made a part hereof; and

WHEREAS, the Grant Recipient is to receive funds from the ECHO Grant Program administered by the County of Volusia, with its administrative offices located at 123 W. Indiana Avenue, DeLand, Florida 32720, (hereinafter referred to as the "County"), in the amount of \$ [Grant Award Amount], to be used for the construction or improvement as specifically described in the ECHO Grant Application and its attached documents for public use on the Property; and

WHEREAS, said County ECHO Program funds have been or will be expended for the purpose of acquisition, restoration, construction, and improvement of environmental, cultural, historic, and outdoor recreation projects for the public's use throughout Volusia County.

NOW THEREFORE, as part of the consideration for the ECHO Grant, the Grant Recipient hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the Grant Recipient as owner of the Property and, if any, its heirs, successors in title, legal representatives and assigns, for the period stated in the preamble above:

- 1. The Grant Recipient grants to the County a security interest in the Property in the amount of \$ [Grant Amount], for the period stated in the recitals above.
2. The Grant Recipient agrees to maintain the Property as an ECHO facility as defined in the ECHO Application and as described in ECHO Application [App Number], including, but not limited to, maintaining the facility, maintaining public access for the covenant period, complying with applicable laws, including the Americans with Disabilities Act, and complying with monitoring requirements.
3. The Grant Recipient agrees that the County, its agents and its designees shall have the right to enter upon and 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.

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4. For historic projects, the Grant Recipient agrees to maintain the Property in accordance with good preservation practices and in compliance with the Secretary of the Interior's Standards for Rehabilitation.
 5. To ensure the ability to repay the Grant Amount, the Grant Recipient agrees to maintain unencumbered equitable value in the Property of least the Grant Amount during the Restrictive Covenant Period. The Grant Recipient shall not mortgage or otherwise hypothecate the equitable value of the Property in excess of the Grant Amount.
 6. The Grant Recipient agrees that these restrictions shall encumber the Property for a period of **[insert years]** years from the date of recordation with the Clerk of Court, and that if a restriction is violated during the Restrictive Covenant period, the County shall be entitled to liquidated damages pursuant to the following schedule:
 - a. If any a violation occurs or begins to occur within the first half of the Restrictive Covenant period, the County shall be entitled to return of the entire grant amount;
 - b. If the violation occurs within the second half of the Restrictive Covenant period, the County shall be entitled to a prorated return of the grant amount calculated using the following equation: the entire grant amount less the quotient of two (2) divided by the number of years (partial years shall count as a full year) in the Restrictive Covenant period that are in excess of half of the Restrictive Covenant period (Liquidated damages = Grant Amount – (2/Total Years of Restrictive Covenant period x years past the midpoint x Grant Amount))
 7. If the Grant Recipient violates any part of these Restrictive Covenants or the Grant Award Agreement dated _____, then the Grant Recipient will be in default and the County shall have the right to exercise any of the following rights:
 - a. The County will have the right to declare the liquidated damages described in paragraph 5, plus interest at the statutory rate from the time of the Grant Recipient's receipt of the grant funds, to be immediately due and payable without notice or demand on the Grant Recipient, which notice or demand are hereby expressly waived by the Grant Recipient, and upon the making of any such declaration, the entire amount shall become immediately due and payable;
 - b. The County may enforce its security interest in the Property to collect the entire amount described in paragraph 6a. through foreclosure proceedings or any other manner allowed by law;
 - c. All cash proceeds received by the County in respect of any sale of, collection from, or other realization upon all or any part of the Property and all payments made in respect of the Property and received by the County may, in the discretion of the County, be held by the County as collateral for the security interest plus interest, costs and fees, or may be applied (after payment to the County of the reasonable expenses, including attorneys' fees and legal expenses, incurred by the County in retaking, foreclosing, collecting, selling, or disposing of the Property) at any time in whole or part by the County against all or any part of Grant Recipient's obligations in such order as the County shall elect. Any surplus of such payments held by the County and remaining after payment in full of all of the obligations shall be paid over to the Grant Recipient or to whomsoever may be lawfully entitled to receive such surplus. If there is a deficit after sale of the Property, the Grant Recipient shall remain liable for any obligations remaining unpaid.
-

8. The County acknowledges and agrees that any liens or lien rights it may have or it may be entitled to in the Property owned by the Grant Recipient are and shall be subordinate to the lien rights of any and all lienholders whose liens were recorded before this document's date of recordation. Under no circumstance shall the County's liens or lien rights be subordinated to any lienholders other than those whose liens were recorded before this document's date of recordation.

9. The Grant Recipient agrees that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Grant Recipient has read, understood, and voluntarily consents these Restrictive Covenants and has hereto affixed their signature.

WITNESSES:

Witness Signature

GRANT RECIPIENT Signature

Witness Name Typed/Printed

Grant Recipient Name and Title Typed/Printed

Witness Address

Grant Recipient Address

City State Zip

City State Zip

Witness Signature

Witness Name Typed/Printed

Witness Address

City State Zip

The State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____,

by _____ as _____ (Name Type of Authority, e.g., Officer)

for _____ (Name of Corporation/Partnership)

Personally Known OR Produced Identification
Type of Identification Produced _____

Notary Public Signature – State of Florida

Print, Type, or Stamp Commissioned Name of Notary Seal

EXHIBIT A

LEGAL DESCRIPTION