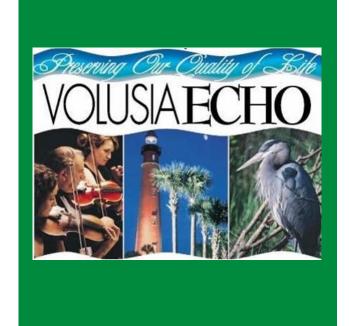


# ECHO GRANTS-IN-AID APPLICATION GUIDE





# TABLE OF CONTENTS

INTRODUCTION	. 1
OVERVIEW OF ECHO	. 2
APPLICANT ELIGIBILITY REQUIREMENTS	. 3
APPLICATION/PROJECT ELIGIBILITY REQUIREMENTS	. 4
ACCESSIBILITY REQUIREMENTS	. 5
PROJECT EXTENSIONS	. 6
CHANGES IN PROJECT SCOPE OR VENUE	. 6
PROJECT TIME LIMITS	. 6
FUNDING/AMOUNTS/POLICY/CAPS & RESTRICTIONS	. 6
FUNDING POLICY	. 6
GRANT FUNDING AMOUNTS	. 6
APPLICANT & PROJECT RESTRICTIONS	. 6
MANDATORY TECHNICAL COMPLETENESS REVIEW	. 6
DEFICIENCY CORRECTION PRIOR TO FINAL APPLICATION DEADLINE	. 6
MANDATORY "AMENDING SUPPLEMENT"	. 6
SUBMISSION FORMAT & MAILING PROCEDURES	. 6
APPLICATION REVIEW PROCESS	. 6
APPLICATION REVIEW BY THE COUNTY	. 6
ECHO ADVISORY COMMITTEE REVIEW FOR ELIGIBILITY	. 6
GRANT REVIEW PANEL MEETING & RECOMMENDATION OF AWARDS	. 6
EXAMPLE OF EVALUATION SCORE SHEET	. 6
APPLICANT RESPONSIBILITIES	. 6
VOLUSIA COUNTY COUNCIL REVIEW & AWARD OF GRANTS	. 6

Approved 7/2018 Page 2 of 65

SECTION	N 1 GRANT APPLICATION	6
1	1.1 GRANT APPLICATION FORM	6
1	1.2 MISSION	6
1	1.3 PROJECT TEAM	6
1	1.4 MANAGEMENT PROSPECTUS	6
1	1.5 RESTRICTIVE COVENANTS	6
1	1.6 CERTIFICATION OF INFORMATION & COMPLIANCE FORM	6
1	1.7 EXCEPTIONAL GRANT FORM	6
SECTION	N 2 PROJECT DESCRIPTION	6
2	2.1 PROJECT ASSESSMENT	6
2	2.2 PROJECT DESCRIPTION	6
2	2.3 DRAWINGS	6
SECTION	N 3 BUDGET DETAIL/MATCHING FUNDS	6
3	3.1 PROJECT BUDGET DETAIL CHART	6
3	3.2 MATCH DOCUMENTATION	6
SECTION	N 4 OPERATING FORECAST NARRATIVE	6
4	4.1 OPERATING FORECAST NARRATIVE	6
	4.2 FISCAL STABILITY	
2	4.3 FINANCIAL AUDIT/REVIEW/AGREED UPON PROCEDURES	6
APPEND	DICES	6
A	APPENDIX A: APPLICATION DEFINITIONS	6
A	APPENDIX B: EXCEPTIONAL PROJECT REQUIREMENTS	6
A	APPENDIX C: SAMPLE ECHO GRANT AGREEMENTS	6
A	APPENDIX D: EXAMPLE OF REQUIRED ECHO SIGNS	6
A	APPENDIX E: AGREED UPON PROCEDURE	6
A	APPENDIX F: SAMPLE OF RESTRICTIVE COVENANTS	6
A	APPENDIX G: SAMPLE OF QUARTERLY REPORTS	6
A	APPENDIX H: SAMPLE OF ANNUAL REPORTS	6
A	APPENDIX I: MASTER SPECIFICATION GUIDELINES CHECKLIST	6

#### **❖** INTRODUCTION ❖

The Volusia ECHO program, generated by a grass roots initiative, resulted from a citizen approved referendum passed November 7, 2000. Volusia ECHO provides grant funds to finance acquisition, restoration, construction or improvement of facilities to be used for environmental, cultural, historical and outdoor recreational purposes.

Resolution 2000-156 states: It is the intent of the County Council that the funds be allocated throughout the County to provide broad geographical distribution and apportioned appropriately among the environmental, cultural, historic and outdoor recreation projects.

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/ecological, cultural, historical/heritage, and outdoor recreation opportunities.
- Preserve significant archaeological or 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, peoples, and places within the County of Volusia.
- Provide high quality, user oriented outdoor recreational opportunities including, by not limited to access to the Atlantic Ocean through the establishment of ocean front parks and off-beach parking.
- Improve the quality of life for Volusia's citizens by providing access to the cultural arts, increase cultural based tourism, and encourage redevelopment and revitalization of downtown and urban areas through the provision of cultural arts facilities.

#### There are three steps in the ECHO process:

**First**, the applicant organization must be eligible to apply and the subsequent application must demonstrate eligibility. Once this first challenge is met, County staff will submit the application to the County ECHO Advisory Committee for review, scoring, and funding recommendation.

**Second**, the application must achieve a minimum score of eighty from the ECHO Advisory Committee acting as the Grant Review Panel in order to be recommended for funding.

**Third**, the project must be approved for a grant by official action of the County Council.

Approved 7/2018 Page **4** of **65** 

#### ❖ OVERVIEW OF ECHO ❖

#### **ENVIRONMENTAL**

Understanding of the environment and educating the public are key factors in maintaining a healthy sustainable community. ECHO funds support development of environmental learning centers, which provide programs on how daily lifestyle decisions affect our environment and future sustainability. Volusia County is a diverse and delicate ecosystem, ranging from low beach and marsh areas to high and dry pine forests. A sole source aquifer below the county's land mass sustains our water needs. It is critical that a proper balance is maintained between preserving life sustaining ecological systems and meeting the demands of our increasing population.

# **CULTURAL**

Cultural activities play an important role in improving the quality of life for citizens. The arts increase the county's tourism-based economy and encourage redevelopment in our downtown and urban areas. In addition to the ECHO program, the County Council approved an Art in Public Places program that requires one-half of one percent to one percent of capital construction costs for county government projects to be used to acquire art for permanent display. The County Council also approved the Community Cultural Grant Program, which provides funds for general operating support of local not-for-profit cultural organizations.

#### **HISTORIC**

Volusia County is home to over 200 sites listed on the National Register of Historic Places, including downtown neighborhoods, agricultural and educational districts, and individual buildings, churches, and archaeological sites. In 2005, the County Historic Preservation Board, a County Council Advisory Board, developed a list of "critical" historic properties. In an effort to save Volusia County's Historical Landmarks, special ECHO policies were approved by the County Council to encourage restoration and acquisition of these endangered facilities.

Each year, the Florida Trust for Historic Preservation recognizes significant contributions of individuals, societies, businesses, and government entities that have demonstrated outstanding achievement in the field of historic preservation through its statewide Annual Preservation Awards Program. The County of Volusia received the "Outstanding Organization Achievement Award" in 2010 for its commitment to historic preservation through the ECHO program.

# **OUTDOOR RECREATION**

Outdoor recreation plays an important role in the quality of life of Volusia County residents and tourists. The final ECHO resolution, passed by our citizens, resulted from a grass roots initiative that viewed Volusia County as an extensive and vibrant park system. Our County's abundant natural resources enrich our lives through passive and active sports parks. Additionally, the countywide trail system meanders as a linear park throughout Volusia County.

Approved 7/2018 Page **5** of **65** 

# **❖** APPLICANT ELIGIBILITY REQUIREMENTS ❖

#### **APPLICANTS MUST BE:**

Volusia County Government

OR

Municipal Government within Volusia County of Volusia

OR

Not-for-Profit Corporation that meets the following criteria:

A Not-for-Profit corporation incorporated in the State of Florida and classified as a 501 (c)(3) tax exempt under Federal Internal Revenue Service regulations and designated in compliance with the s.170 of the Internal Revenue Code of 1954.

#### AND

Has maintained incorporated status for more than 2 years prior to the application deadline.

OR

Has been incorporated in the State of Florida for less than 2 years at the time of the application deadline but has provided sufficient evidence of operations for a minimum of 10 years in Volusia County and provided the most recent 5 years of Independent Certified Audits and Management Letters of the organization's Annual Financial Statements.

OR

Is registered as a Foreign Corporation doing business in the State of Florida with a local group within Volusia County that can provide sufficient evidence of public service to Volusia County citizens for the five-year period prior to the ECHO application deadline. Foreign corporations must also demonstrate five years of 501 (c)(3) status in its State of Incorporation.

# **❖** APPLICATION/PROJECT ELIGIBILITY REQUIREMENTS ❖

- Application Submittal. A signed Standard or Exceptional ECHO Grants-in-Aid Application
  Form, with complete information as required in Sections 1 4 (section 5 is optional) in
  compliance with submittal requirements, must be submitted by the deadline. If the
  application is received after the submission deadline, the County will not accept the
  submittal and the application is ineligible.
- 2) Pursuant to Volusia County Council Resolution 2000-156, the organization's application project must meet the following criteria: The Volusia ECHO Program funds are to be used solely to finance acquisition, restoration, construction, and improvement of environmental/ecological, cultural, historical/heritage, and outdoor recreation facilities for public use.
- 3) Management service agreements, existing or anticipated. The continuing use of any facility built with ECHO funds must be consistent with ECHO program goals as set forth in

Approved 7/2018 Page **6** of **65** 

this application guide. The commitments and obligations for use and public access in the original grant application and the binding restrictive covenant must be maintained. ECHO recognizes that public-private partnerships may be mutually beneficial. Private, for-profit entities may be engaged to perform management services only if the ECHO goals and the application commitments are maintained. All management agreements, existing or future, must be approved by the County to ensure compliance with these objectives. For existing or potential agreements, the applicant shall provide the name of the management service, contact, phone number and address.

- 4) Unrestricted Ownership/Undisturbed Use of Facility. Documentation of the ownership or lease of the facility and property shall provide for undisturbed use. Length of the lease shall be consistent with requirements set in the Restrictive Covenants. Leases shall not be cancelable without cause. Owners of leased property must be a municipality of Volusia County, the County of Volusia, the State or Federal government or an eligible Not-for-Profit.
- 5) Restrictive Covenants, accompanied by the complete legal description of the project property, must be filed with the Clerk of the Court if a grant is awarded. The complete legal description of the property is required and is found on the survey and/or the deed. If the project of the application is on mortgaged or leased property, other than those applying for trails in the County Master Plan or projects on State or Federal land not owned by the applicant, a letter from the Mortgagee or Lessor, stating they agree to sign a Restrictive Covenants, must be supplied with the application. Land Management Agreements for trails of the County Master Plan or Project Management Agreements for projects on State or Federal lands not owned or leased by the applicant are acceptable in lieu of Restrictive Covenants but are subject to the same penalties of the Restrictive Covenants as stated in the ECHO Grant Agreement.
- 6) Acquisition Projects. Applications which request funding for the acquisition of property as part of a project must include a notarized letter of "agreement to sell" from the current property owner and provide an appraisal by a State Certified or MAI appraiser unless the sale price is \$250,000 or less, whereby a Certified General Appraisal is acceptable.
- 7) Architect and Construction Bid Requirements. Following a grant award, if the grantee seeks to contract for architectural or construction services, the Grantee shall bid to a minimum of three providers. Submit selected provider(s) to the ECHO office, the Grantee shall provide the mailing list of the providers and a spreadsheet documenting submitted bids.
- 8) The Grant Review Workshop and Technical Completeness Review are **MANDATORY**. Attendance at one workshop and submittal of the application for a Technical Completeness Review are required.
- 9) Application Eligibility Meeting. The applicant must attend the **MANDATORY** Eligibility meeting to respond to initial questions from the Committee.
- 10) Grant Review Panel session. The applicant must attend the **MANDATORY** Grant Review Panel session to respond to the Panel's questions and concerns.

Approved 7/2018 Page **7** of **65** 

- 11) The project must be accessible to the public and may not discriminate in the schedule of fees or terms of use of the facility.
- 12) The applicant may not owe the County of Volusia any money or have any outstanding violations of Volusia County Code of Ordinances.
  - a. The ECHO Committee strongly suggests applicants request a "Clean Hands" search well in advance of submitting an ECHO grant to determine if they owe money to the County or are in violation of a County Code.
  - b. The ECHO Clean Hands form has instructions and lists the contacts in each of the five (5) County Departments to which it, and the Not-for-Profit Officers and Shareholders form, must be submitted. Forms and information may be found on the web at <a href="http://www.volusia.org/services/communityservices/echo">http://www.volusia.org/services/communityservices/echo</a> The County ECHO staff will conduct a Clean Hands search of all applicants prior to presenting the recommended awards to the County Council. Failure to resolve clean hand situations prior to the County Council meeting will result in the applicant being ineligible for a grant award.
- 13) The applicant must comply with all legal, financial, reporting, and record maintenance requirements set forth in the application guidelines and agreement.
- 14) The applicant must have satisfied all administrative requirements of previous grants/agreements received from/administered by the County of Volusia.
- 15) The applicant must agree to match, at a minimum, dollar-for-dollar match value, the grant amount requested from the Volusia ECHO Program.
- 16) Applicants requested Exceptional Project status agree to match, at a minimum, four (4) dollars value to every ECHO dollar.

# **❖** ACCESSIBILITY REQUIREMENTS ❖

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States, as defined in Section 7 (20), shall, solely by reason of his/her handicap (disability), be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

In addition, the Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in employment (Title I), State and local government services (Title II), and places of public accommodation and commercial facilities (Title III).

Regardless of federal funding requirements, all Volusia County ECHO grant award agreements state, "All acts to be performed in conjunction with this agreement shall be performed in strict conformity with all applicable laws of the State of Florida." This includes compliance with Chapter 553, Florida Statutes, BUILDING CONSTRUCTION STANDARDS, Part V, and accessibility by Handicapped Persons. This statute formally incorporates into the laws of Florida the accessibility requirements of the Americans with Disabilities Act of 1990.

Approved 7/2018 Page **8** of **65** 

#### **IMPORTANT NOTE:**

Applicants must review both the compliance mandates of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 for information regarding facility accessibility. Contact the State Architectural and Transportation Barriers Compliance Board for assistance. The National Endowment for the Arts can also by contacted for information; ask for Office 202-682-5532 assistance through their of Accessibility or http://www.nea.gove/resources/accessiblity/pubs/designaccessibility.html. Request the 504/ADA Handbook. This Handbook provides helpful information regarding compliance with federal laws; HOWEVER, there are instances where the State of Florida law prescribes access measures which exceed the federal standards. In case of conflict, the organization must comply with the more stringent requirement. For information on the state standards, please contact the State of Florida Division of Cultural Affairs at 850-245-6356 or at their website, ADA Compliance Support: http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/625020015.pdf.

# **❖ PROJECT EXTENSIONS ❖**

Grantees may request extensions for encumbrance of funds by writing to the ECHO Program no later than 60 days prior to the end of the project time limit period. Extensions by staff may not exceed an additional 365 days beyond the project time period allowed for a standard project or phase of an Exceptional project. It is expected by the County that, at a minimum, all grant funds and match funds will be encumbered within the required project time limit, unless uncontrollable unforeseen circumstances occur. The ECHO Program will send a written response within thirty days of receipt of the request, approving or denying the extension. Denials may be appealed to the County Council.

#### ❖ CHANGES IN PROJECT SCOPE OR VENUE ❖

Prior written County approval is required when a change affects the design, scope or intended use of the project. The design provided in the application is part of the ECHO contract Agreement.

Prior approval must be granted by the County before expenditures are encumbered for proposed design changes or a construction change is ordered in an existing contract.

- 1) Grantees considering design changes must notify the County at the earliest time possible.
- 2) County staff may approve changes, including budgeted line items that do not alter the intent of the grant agreement or scope of the project.
- 3) Major changes, determined as such by the County, that alter the budgeted use of grant/match funds or the intended use or central design of a facility MUST receive final approval from the County Council after review and recommendation by the ECHO Advisory Committee.
- 4) Applicants are advised that this approval process may take several months.

Approved 7/2018 Page **9** of **65** 

- 5) When the County Council must approve changes, the grantee shall not encumber ECHO or Match funds for the change in venue or scope prior to final approval by the County Council.
- 6) Grantees who receive multiple grants for a project over several grant cycles must maintain the budget policies set in the year in which the individual grant was awarded unless the County approves that they may combine budgets.

# **❖ PROJECT TIME LIMITS ❖**

Upon approval of the project by the Volusia County Council, all applicants must execute the ECHO Grant Agreement within six (6) months. ECHO projects must complete construction within 730 days of execution of the Grant Agreement by the County. ECHO projects must encumber grant and match dollars within 365 days of the execution of the Grant Agreement. Physical public access is required after each ECHO project is complete. Construction must begin within six (6) months of clearing the site or demolition and removal of any structures. The 730-day period for completion may be extended as set forth herein.

100% of the ECHO funds awarded must be allocated toward products and services occurring after issuance of the notice to proceed by the County unless the project is a historic reimbursement or off-beach parking project.

IMPORTANT NOTE: You are not ready to submit an application under this deadline if you cannot reasonably assure that the grant and match funds will be encumbered and construction complete within the defined timeline.

# **❖ FUNDING AMOUNTS/POLICY/CAPS & RESTRICTIONS ❖**

#### **+ FUNDING POLICY**

The County Chief Financial Officer shall determine the amount of funds available for award each year. Each application that is recommended for funding will be funded at 100 percent of the requested amount as funds are available. If the recommended awards result in a grantee receiving only partial funding, the applicant will be given the option of accepting the partial funding amount during the Grant Review Panel session. The potential grantee shall provide a revised budget to the County prior to the approval of final award by the County Council that describes the use of the reduced ECHO grant and corresponding match.

#### **◆GRANT FUNDING AMOUNTS**

**STANDARD SINGLE-PHASE PROJECT:** The maximum grant request amount is \$400,000 annually. The minimum grant request amount is \$12,500. Required match is 1:1. A standard project is defined by the total square footage of the facility to be constructed, renovated, or improved and the site on which the project exists. Both the improved and unimproved property will have an established footprint based on the initial application. The time frame to complete construction

Approved 7/2018 Page **10** of **65** 

and be fully open to the public is two (2) years from the execution of the Grant Agreement by the County.

**EXCEPTIONAL PROJECT:** Maximum grant request is \$1,800,000 with a distribution of up to \$600,000 for up to three (3) consecutive years. Required match is 4:1. The time frame to complete construction is two (2) years following the date that the last year funds are provided. **See Appendix B for further information**.

#### **◆FUNDING CAPS OVER LIFE OF THE ECHO PROGRAM**

**STANDARD SINGLE-PHASE PROJECT OR COMPLEX**: A project or facility complex may receive multiple standard grants up to, but not more than \$2.4 million over the life of the ECHO program unless the project provides a substantial expansion to the total square footage of a project or site, which results in significant additional public use. Such an expansion may allow the grantee to apply for an additional \$2.4 million. Approval by the County Council is required prior to application in order for an applicant to exceed the initial \$2.4 million funding cap.

EXCEPTIONAL PROJECT AWARDS: No project or facility complex may receive more than one Exceptional grant award through the life of the ECHO program. If the Exceptional award was not the maximum award, the applicant may request Standard Single-Phase project grants to reach the cap amount.

#### **\*APPLICANT AND PROJECT RESTRICTIONS**

- 1) No more than one application for the same project, facility complex, or site will be accepted in a single grant cycle.
- 2) No organization, whether public or private, may apply for multiple projects that duplicate each other or an existing or planned ECHO related function in the same area of service. Projects for historic restoration, a trail system, or off-beach parking are exempt from these restrictions. County staff shall determine duplication and eligibility. Appeals may be made to the ECHO Advisory Committee.
- 3) When projects from different organizations duplicate each other in function and area of service, whether public or private, in the same grant cycle, only the highest ranked eligible project may be funded. County staff shall determine duplication and eligibility. Historic restoration, a trail system, off-beach parking, and established, fully open to the public ECHO related projects, are exempt from these restrictions. A project that is not open to the public, that is located in an existing complex which is open to the public, is not exempt from this restriction. Appeals may be made to the ECHO Advisory Committee.
- 4) Projects, without construction designs that guarantee ECHO related uses, are ineligible.
- 5) Projects, whose owner/tenant (the applicant) does not provide ECHO related services as their main mission, are ineligible.
- 6) Projects which ultimately allow access only to the exterior of a building are ineligible.
- 7) Projects intended primarily for students, faculty, and staff and/or which are intended to augment or supplement a curriculum are ineligible.
- 8) Projects on multi-use campuses/complexes with no designated parking are ineligible.

Approved 7/2018 Page **11** of **65** 

- 9) Projects solely for depreciable items, with less life expectancy than the required grant agreement period, are ineligible unless there is sufficient evidence the applicant has the ability to replace them.
- 10) Before the County will approve a grant for acquisition, all documentation required by this application and required by law or by any party for closing must be presented for review by staff and by the County Council. The term "any party" shall include seller, buyer/applicant, mortgagee, lien holder, realtor, title company, insurer and closing agent. ECHO funding is restricted to the actual purchase price and does not include closing fees and costs or property tax payments. All funding must be approved by the County Council.

**IMPORTANT NOTE:** Open ECHO grants and Public Access. The project of the ECHO application may not have more than two open ECHO grant awards to be an eligible application. Public access must be provided within four (4) years of the initial ECHO award to be eligible to apply for additional ECHO funding.

### **❖ MANDATORY TECHNICAL COMPLETENESS REVIEW ❖**

APPLICATIONS MUST BE 100% COMPLETE AT THE TIME OF SUBMITTAL FOR THE TECHNICAL COMPLETENESS REVIEW IN ORDER TO MEET THIS ELIGIBILITY REQUIREMENT.

Applications will only be accepted electronically. For submittal and submittal deadlines please see the calendar on the ECHO Website <a href="https://www.volusia.org/services/community-services/echo/">https://www.volusia.org/services/community-services/echo/</a>. If the application is received after the submission deadline the County will <a href="note">note</a> accept the submittal and the application will be deemed ineligible.

Supporting material that cannot be incorporated in the electronic submittal system (i.e. drawings) may be submitted by providing a cover sheet indicating the organization's name to the ECHO Program at Volusia County Community Services office at 110 West Rich Ave., DeLand, FL, 32720. This material must be hand delivered or received by close of business of the application due date. Upon request, county staff will meet with the applicant to suggest how to answer the questions and requirements within the application more completely.

# **❖ FINAL APPLICATION SUBMITTAL ❖**

**FINAL APPLICATION MUST BE COMPLETE, SIGNED AND SUBMITTED BY THE DEADLINE.** See calendar on ECHO Website <a href="https://www.volusia.org/services/community-services/echo/">https://www.volusia.org/services/community-services/echo/</a>. If the application is received after the submission deadline the County will not accept the submittal and the application will be deemed ineligible.

\*DEFICIENCY CORRECTION PRIOR TO FINAL APPLICATION DEADLINE: Applicants who have uploaded their final application prior to the final deadline, and who discover a deficiency, may submit their application prior to the final application deadline through the electronic submission

Approved 7/2018 Page **12** of **65** 

system. No deficiency correction will be allowed after the final application deadline.

\*MANDATORY "AMENDING SUPPLEMENT" FOR THE COUNTY: If the applicant is advised, they must provide to the County all documentation noted as deficient in the County's Final Review report. The amending supplement must be submitted electronically via email with the subject titled as follows: name of the organization, name of the project, and the grant number assigned to the application. The email shall also include a list of the documents attached to the email. The amending supplement documents shall clearly indicate the section of the application being replaced, changed, or supplemented on each of the pages. (These will be labeled as "addendums".) Additionally, they will be published on the web.

#### **❖ SUBMISSION FORMAT & MAILING PROCEDURES ❖**

•APPLICATION SUBMISSION AND MAILING FORMAT: Application uploaded after the application deadline will not be accepted by the County. The Final Review spreadsheet submitted to the ECHO Advisory Committee will identify the ineligible projects. Application packages that are not complete by the Final Deadline will be declared incomplete by ECHO staff and will be noted as such on the Final Review spreadsheet. The ECHO Advisory Committee has final determination as to the completeness of an application and its acceptance for subsequent scoring. The Final application shall contain all information requested in Sections 1-4; Section 5 is optional.

IMPORTANT NOTE: THE APPLICATION MUST BE NUMBERED CONSECUTIVELY, REGARDLESS OF APPLICATION SECTIONS. PAGE ONE IS THE FIRST PAGE OF THE APPLICATION FORM AND IS PLACED FIRST IN THE APPLICATION. DO NOT BEGIN EACH SECTION WITH PAGE ONE.

- Answer the questions and write narratives within the application adding lines as needed, only insert pages where it is required.
- 2) Text must be typewritten in at least twelve (12) point.
- 3) Applicants are encouraged to scan in and include all support materials in the electronic application. Supporting material that cannot be incorporated in the electronic submittal system (i.e. drawings may be submitted by providing a cover sheet indicating the organization's name along with 10 sets of material, separated by color paper, to the ECHO Program at Volusia County Community Services office 110 West Rich Ave., DeLand, FL, 32720. This material must be hand delivered or received by close of business of the application due date.

Approved 7/2018 Page **13** of **65** 

#### **❖** APPLICATION REVIEW PROCESS ❖

- •APPLICATION REVIEW BY THE COUNTY: ECHO Program Staff shall determine whether each application is eligible; including compliance with applicant/project eligibility and completeness requirements. Applications missing items or not meeting application/project eligibility requirements may be deemed ineligible. ECHO Program staff will provide each applicant with a Final Review indicating eligibility and the completeness status prior to the mandatory eligibility review.
- •ECHO ADVISORY COMMITTEE REVIEW FOR ELIGIBILITY/SITE VISITS: ECHO Program staff will provide copies of the Final Completeness Reviews and applications to the ECHO Advisory Committee prior to the Eligibility Meeting/Site Visits. At the MANDATORY meeting, the ECHO Advisory Committee shall visit each applicant's project site, at which it is mandatory that the applicant's representative is in attendance. At the site visit the applicant will have the opportunity to make a brief presentation and answers questions from the committee, these visits could take multiple meetings. After the site visits the committee will confirm the eligibility of the applications.

ECHO Advisory Committee members may contact ECHO Program staff during their review of the applications to better understand statements within the applications and clarification on ECHO policies, procedures, and criteria.

- ◆GRANT REVIEW PANEL MEETING AND RECOMMENDATION OF AWARDS: The ECHO Advisory Committee sits as the Grant Review Panel to review and score the eligible applications. The Committee will:
  - 1) Determine exceptional status for any applications requesting such;
  - 2) Score and rank all eligible projects and;
  - Indicate their reasons for the scores by writing comments on the Project Evaluation Sheet forms. Comments are intended to assist the applicant in future applications and should include remarks relative to the strength or weakness of the application, and;
  - 4) Sign and date the score sheets and provide them to the County for public record. Eligible applications will be evaluated on "competitive criteria" found in sections two (2), three (3), and four (4), along with information verbalized by the applicant as part of their grant review panel session. The total number of possible points is 100. Each panel member's evaluations will be based on 1) administrative compliance of the grant, 2) project description, 3) budget detail, and 4) operating forecast details. Evaluations are averaged to determine a score for the application. In calculating an average score, the highest and lowest individual scores will not be included. Each panel member may grant additional points for applications which provide sufficient evidence that sustainability elements are part of the approved project design Section 2 of this guide. Applications scoring 80 or above will be recommended for grants to

Approved 7/2018 Page **14** of **65** 

the County Council by the ECHO Advisory Committee. Projects not recommended by the ECHO Committee may be funded by a majority vote of the County Council.

# **EXAMPLE EVALUATION SCORE SHEET:**



Application Number: XX-XX	Applicant:
Project Title:	Amount Requested:

EVALUATION CRITERIA	SCORE (SCORE RANGE)	REVIEW SCORE
<b>ADMINISTRATIVE COMPLIANCE</b> : (Sections 1 – 4): Application is submitted on	(1 – 20)	
time, complete and has all requested information/attachments. Organization's		
mission, project team and management prospectus is defined. Project is ready to		
begin within a reasonable time frame.		
Comments:		
SECTION 2 – PROJECT DESCRIPTION: Project needs assessment is met and	(1 – 30)	
viable. Project will be an asset to the community and fulfills the mission of ECHO.		
Project description of design and operational strategies use of		
"green"/sustainable standards included. All required drawings are attached.		
Comments:		
SECTION 3 – BUDGET DETAIL/MATCHING FUNDS: Organization has	(1 – 25)	
balanced budget and accurate match documentation.		
Comments:		
SECTION 4 – OPERATING FORCAST DETAILS: Applicant has a strong board,	(1 – 25)	
business plan, sustainable budget, and sufficient staff to maintain the project.		
Applicant has a maintenance plan for the facility.		
Comments:		
Final Comments:		
	Total Score:	

Approved 7/2018 Page **15** of **65** 

#### **❖** APPLICANT RESPONSIBILITIES ❖

#### **PRE-AWARD**

- 1) It is **MANDATORY** to attend the Eligibility Meeting/Site Visit for your project.
  - a. Be prepared to provide a brief presentation and to answer questions posed by the committee on all areas of the application information and project.
- 2) It is MANDATORY to attend the Grant Review Panel meeting
  - a. Be prepared to answer questions posed by the Grant Review Panel on all areas of the application information and the project.

Applicants will be notified of the time, date, and location of the meetings/site visits. Applicants may only update the committee/panel on topics covered in the application such as additional match funds or design changes.

Persons with disabilities – Persons attending the meeting with disabilities may request special accommodations by contacting the County at least 72 hours prior to the meeting.

# **\*POST-AWARD (BEFORE NOTICE TO PROCEED IS ISSUED)**

- 1) ECHO Grant Agreement (see Appendix C for format): Execute the grantee portion and submit to ECHO Program staff for execution by the County.
- 2) Restrictive Covenants (see Appendix F for format): File with the clerk of the court and copied to the County.
- 3) Signage (see Appendix D): Temporary construction sign erected within 90 days of award.
- 4) Other documents: As required by the County.

#### **CONSTRUCTION PERIOD**

- 1) Proof of Payment and Performance Bond: The name County of Volusia shall be listed as the co-obligee on this document.
- 2) Quarterly documentation submittals (see Appendix G).
- 3) Pay requests are required to be submitted on a quarterly basis or more frequently if deemed necessary by the applicant.

#### **\*POST CONSTRUCTION PERIOD**

1) Annual reports (see Appendix H) are to be submitted by July 15<sup>th</sup> of each year for the period of the Restrictive Covenants.

#### **❖** VOLUSIA COUNTY COUNCIL REVIEW AND AWARD OF GRANTS ❖

At a regularly scheduled meeting of the County Council, the ECHO Program staff shall provide the County Council with documentation of the ECHO awards recommended by the ECHO Advisory Committee, including the names of all applicants and projects, project locations, and funding recommendations. Additionally, staff will provide verification that the applicants recommended

Approved 7/2018 Page **16** of **65** 

for awards have received "Clean Hands" status and information on those applications that were determined ineligible if applicable. County staff and the ECHO Advisory Chair or designee presents the committees recommended projects and grant awards to the County Council for final approval. The Council will review the recommendations and approve or deny recommended projects. The County Council has final authority over all grant awards. Although not required, applicants may wish to attend the County Council meeting to address questions posed by the Council during their discussions of the ECHO recommended awards.

# **❖ SECTION 1 GRANT APPLICATION**

IMPORTANT NOTE: ALL INFORMATION SHOULD BE INCLUDED WITHIN THE GRANT DOCUMENT SECTION APPLICABLE. ONLY "ATTACH" A DOCUMENT IF SPECIFICALLY REQUESTED TO DO SO.

#### **+1.1 GRANT APPLICATION FORM**

- 1) Applicant: Legal name and address of organization applying for ECHO Grant as incorporated in the State of Florida.
- Federal ID #
- 3) Resident County Council District of Project. This information can be found at www.volusia.org/government/county-council/districts-map.stml.
- 4) Contact Person: Name and title of the person responsible for the project. All information will be sent to this person; it is your responsibility to notify the County if there is a change of staff.
- 5) Project Title: Facility name and descriptive title. (Example: Imaginary Museum Children's Wing Renovation)
- 6) Project location address: Physical location of the project.
- 7) Type of Project: If project is a combination of types please check all the boxes that apply. (Example: you may be renovating a portion of the facility and at the same time adding additional space this would be both renovation and new construction)
- 8) ECHO Category: If project is a project is a combination of categories please check all the boxes that apply. The ECHO website provides a detailed explanation of the different categories at <a href="https://www.volusia.org/services/community-services/echo/">www.volusia.org/services/community-services/echo/</a>. If you have any questions about these categories, please contact staff.
- 9) The project site/facility: Who owns this site/facility? If not the applicant, then explain the type of lease/agreement involved and provide as an attachment. Keep in mind that any lease/agreement must be binding and non-cancelable.
- 10) Is the project site/facility mortgaged or will it be? If project site/facility is mortgaged all pertinent information must be included.
- 11) Is the facility in a Community Redevelopment Area (CRA)?: There is a presentation available at <a href="http://www.volusia.org/core/fileparse.php/4478/urlt/CRA">http://www.volusia.org/core/fileparse.php/4478/urlt/CRA</a> Workshop.pdf that lists all the CRAs in the County.
- 12) Type of Organization: To qualify for an ECHO Grant the organization must be:
  - a. Volusia County Government; or

Approved 7/2018 Page **17** of **65** 

- b. Municipal Government within Volusia County; or
- c. Not-for-Profit Corporation that meets the following criteria:
  - i. A Not-for-Profit corporation incorporated in the State of Florida and classified as a 501 (c)(3) tax exempt under Federal Internal Revenue Service regulations and designated in compliance with the s.170 of the Internal Revenue Code of 1954.

#### AND

ii. Has maintained incorporated status for more than 2 years prior to the application deadline.

#### OR

iii. Has been incorporated in the State of Florida for less than 2 years at the time of the application deadline but has provided sufficient evidence of operations for a minimum of 10 years in Volusia County and provided the most recent 5 years of Independent Certified Audits and Management Letters of the organization's Annual Financial Statements.

#### OR

- iv. Is registered as a Foreign Corporation doing business in the State of Florida with a local group within Volusia County that can provide sufficient evidence of public service to Volusia County citizens for the five-year period prior to the ECHO application deadline. Foreign corporations must also demonstrate five years of 501 (c)(3) status in its State of Incorporation.
- 13) Project Funding: List the amounts requested, match portion and total project cost. If you are applying for an Exceptional Grant, please fill out 1.7 on page 6 of the application.
- 14) Mandatory Workshop: To qualify for an ECHO Grant a representative from the organization applying must attend this workshop. For location, date and time please see the calendar posted on the website at <a href="http://www.volusia.org/services/community-services/echo/">http://www.volusia.org/services/community-services/echo/</a>.
- 15) List any prior grants received from ECHO: Include year, project name and amount of awarded funds.

#### + 1.2 MISSION

1) Provide the Mission Statement for your organization: Please insert information in section 1.2 within application. Do NOT attach separate document.

# **1.3 PROJECT TEAM**

- 1) List the names and addresses of the architect, engineer, design consultants and/or general contractor selected. Include the name of the person who signs form 1.6 on page 5 of the application.
- 2) List the person who created the section 3.1 budget and his/her experience with this type of project.

Approved 7/2018 Page **18** of **65** 

3) If a complete list is not available, explain why and when the project team will be selected (Include a detailed explanation)

#### **◆ 1.4 MANAGEMENT PROSPECTUS**

1) Include a list of staff dedicated to this project, their responsibilities and percentage of time each will be spending on the project per week: This information must be specific to this project.

# ◆ 1.5 RESTRICTIVE COVENANTS — NOTICE OF FUTURE REQUIREMENT IF GRANT IS AWARDED

1) Do you agree to comply with the requirement to file Restrictive Covenants with Volusia County Clerk of Court if an ECHO Grant is awarded? A copy of the Restrictive Covenants language is found in Appendix F of this guide.

IMPORTANT NOTE: If the project of the application is mortgaged or leased property, other than those applying for trails in the County Master Plan or projects on State or Federal land not owned by the applicant, a letter from the Mortgagee or Lessor, stating that they agree to sign the Restrictive Covenants, must be supplied with the application.

IMPORTANT NOTE: Applicants with projects on State owned land are automatically exempt from this requirement, but are held to the same liquidated damages cited within the Restrictive Covenants through language found in the final ECHO Agreement for which the grantee is held responsible.

# UNRESTRICTED OWNERSHIP/UNDISTURBED USE OF FACILITY

- 2) Applicant must document ownership or undisturbed use by one of the following:
  - a. <u>Proof of unrestricted ownership of property and/or building(s)</u>: Unrestricted shall mean unqualified ownership and power of disposition. Projects leased to For-Profit entities are not eligible for ECHO funding. Documentation may be a copy of the deed or the title. Provisional sales contracts, property appraiser documents, binders, or letters of intent are not acceptable documentation of ownership.
  - b. Proof of undisturbed use of property and/or building(s): for a specific period of time: This specific period of time must continue for the minimum period listed below and may include up to 6 months prior to the final grant application deadline date:
    - i. Restoration or renovation projects on existing real property Thirty (30) years.
    - ii. Expansion, additions on existing real property Thirty (30) years.
    - iii. New facilities Forty (40) years.
  - c. <u>Trails on the County's Trails Master Plan/Projects with Land Management Agreements</u>: Ten (10) years with an automatic ten (10) year renewal or a Use Permit may be provided as proof for any trail system that is going to be constructed on another government's right-of-way or property that is not

Approved 7/2018 Page **19** of **65** 

- available for purchase or lease. Trail projects are still required to provide the appropriate period of public use for restoration, expansion and new projects as documented above and are subject to the penalties set in the Restrictive Covenants if the public use period is reduced (Appendix D).
- d. Project Management Agreements on State or Federal Public Land for the purpose of developing an Environmental Learning Center and or experience, or to restore a historic structure shall be for the construction and/or restoration period. The applicant must provide, at a minimum, a letter of intent from the property owner that demonstrates:
  - i. The property owner will agree to a project management agreement for the construction/restoration period and;
  - ii. The property owner has the ability to manage and maintain the property and meet programs/goals identified in their application and;
  - iii. Confirmation that the property owner understands the scope of the project and the commitments of this application. The grantee shall be responsible for submitting required reports, including an annual report for a period of 20 years.
- e. <u>Acquisition Project Requirements</u>: When the application is to acquire real property, applicants will be considered exempt from this ownership eligibility requirement and undisturbed use requirement at the time of application. In the application, the applicant must provide:
  - i. A legal description of the real property;
  - ii. The purchase price;
  - iii. An appraisal by a State Certified or MAI Appraiser if the sale price is greater than \$250,000 (see definition for State Certified and MAI Appraiser, appendix A), or a certified general appraisal including narrative analysis for acquisitions with a sale price of \$250,000 or less (see definition for certified general appraisal, appendix A), and;
  - iv. A notarized letter of intent to sell signed by the property owner. Remember that the Volusia ECHO Program will not reimburse a grantee for an expense that was incurred prior to the execution of the Grant Award Agreement unless the project is a historical or off-beach parking property reimbursement project. Therefore, the purchase (closing on) most real property (an expense) may not take place prior to the execution of the final Grant Award Agreement although a purchase agreement may be negotiated.
  - v. Provide a statement that the grantee will meet the ownership or undisturbed use requirements immediately upon acquisition.
  - vi. To request a check at closing: Applicants must operate on less than \$100,000 per year and the grant request is less than \$150,000. Applicants will be required to include the Restrictive Covenants as part of the closing agreement and must:

Approved 7/2018 Page **20** of **65** 

- 1. Demonstrate 10 years of important public service in Volusia County;
- 2. Provide three (3) years of Annual Financial Statements; and
- 3. Demonstrate they have the means to restore and/or maintain the facility that is being purchased.
- f. 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 Trail Master Plan approved by the County Council or projects on State or 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. Agreements between the owner and applicant shall meet the time period requirements stated in Item 1.5, 2 of this guide. If the Agreement between the owner and applicant is dissolved prior to the end of the time period stated within the Agreement, the grantee shall repay the County in the manner set forth in the Restrictive Covenants, Appendix D, which is also stated in the final ECHO Grant Agreement.
- **◆ 1.6 FORM CERTIFICATION OF INFORMATION AND COMPLIANCE**
- ◆ 1.7 FORM EXCEPTIONAL GRANT REQUESTS (IMPORTANT NOTE: This form is only for those applying an Exceptional Grant)

# **♦** SECTION 2: PROJECT DESCRIPTION

IMPORTANT NOTE: PLEASE REMEMBER THAT THE PERSION EVALUATING YOUR APPLICATION KNOWS NOTHING ABOUT YOUR PLANNED PROJECT SO DESCRIBE CLEARLY – SELL IT!

# **◆2.1 PROJECT ASSESSMENT**

Provide a narrative explaining how your project will meet the goals set by *Resolution 2000-156* to enhance the quality of life for its residents by providing environmental, cultural, historical and outdoor recreational opportunities.

#### **♦2.2 PROJECT DESCRIPTION**

1) Describe the project a construction sequence.

# ◆ CHART 2.2 (1)(a) CONSTRUCTION ACTIVITY/EXPENSE FLOWCHART

		Apr –	July –	Oct –	Jan –	April –	July –		
Description	PSC-7	June	Sept	Dec	March	June	Sept	October	
Land									
Acquisition/									
Donation									
Architectural									
Svcs,	\$10,000								
Gen Req., Site									
Const.									

Approved 7/2018 Page **21** of **65** 

General Requirements	\$100,000					
ECHO Temp Sign	\$300					
Architectural Svcs.	\$25,000					
Site Construction		\$50,000				
Building Construction			\$250,000			
Parking Lot Location				\$10,000		
Install Playground						
Final ECHO Sign					\$2,500	

2) Document how construction design and operational strategies use "green"/sustainable standards. Give a detailed description (not a statement that you will follow local guidelines) on the steps you've taken to be environmentally responsible. Examples:

◆ CHART 2.2 (1)(b) ENVIRONMENTAL DESIGN ELEMENTS

Energy Audit	Lighting/Interior
Do-it-yourself Energy Audit	Energy Star approved
Professional Energy Audit	Skylights
Construction Material	Motion Sensors
Insulation Rating	Fluorescent/LED
Recycled/Reused	Programmable System
Flooring	Lighting/Exterior
Low VOC Carpet	Dark Sky approved products
Tile	Motion Sensor
Hardwood from renewable sources	Security Design only
Low VOC Glue	Required Lighting only
Air Handling/HVAC	Fluorescent/LEED
Energy Star approved products	Programmable system
Programmable Thermostats	Paint Stains
Ceiling Fans	Water based acrylic
Equipment	Water based stain
Energy Star approved	Natural finishes

- 3) What is the projected date for this project to be completed and accessible to the public? Each grant must result in a project that is physically open to the public within two years of the grant award. In addition, all projects must be ADA compliant.
- 4) Describe any additional phases planned for this project: If a <u>Standard Grant</u>, the County understands that future phases are conceptual and subject to change. If an <u>Exceptional Grant</u>, please detail the next phase of your project.

Approved 7/2018 Page 22 of 65

#### **◆2.3 DRAWINGS**

- 1) Drawings are required by <u>ALL</u> applicants. All applicants must submit current drawings and/or excavation plans for the facility, site survey with existing structures and site plans with structures. Maps must be legible, to scale with legends. Vacant land acquisition projects shall include conceptual drawings of improvements to the property, which are to be completed within two (2) years of acquisition. Proposed structures shall include elevations, floor plans and design elements such as landscaping.
  - a. Street Locator Map: Map should indicate the physical location of the project within the local area, it should include road names and should indicate "North" for directional reference.
  - b. Site Plan: Plans should show a building footprint, travel ways, parking, landscaping, etc. Plans should be to scale.
  - c. Preliminary and Schematic Drawings: drawings should show a general model of floor/site plans, showing location of project elements.
  - d. Design and Development Documents: Documents should show more detail, including selection of materials and engineering systems (heating, cooling, etc.) involved. Documents should also have a more detailed cost estimate.
  - e. Construction Documents: Documents should include written and graphic instructions. These documents should be focused on specifications for the project (buildings systems, site utilities, floor plans, elevations, etc.).
  - f. Permanent ECHO Sign Documents: Should include sign design, materials and site placement.

# **♦** SECTION 3: BUDGET DETAIL/MATCHING FUNDS

IMPORTANT NOTE: Fill out budget chart provided, adding rows as needed. Place match monies in column corresponding to appropriate "Match Code": UC = unencumbered cash; LM = land match; IK/PSC = in-kind services/previously spent cash with total in "Match" column:

- **UC** Unencumbered Cash On Hand: cash in the bank, grants from other sources (grants must be awarded with contract executed and funds encumbered), and irrevocable pledges from the applicant organization (pledges must be in the bank before the Grant Review Panel is convened). 50% of overall match must be UC.
- LM Land Match: the documented current market value, sale price or current leasehold value of real property used for the project (property value must be documented by appraisal documents obtained from the Volusia County Property Appraisers Office or a professional appraiser). The property value is set at the time of first use. Once 100% of the property value has been used for ECHO mission purposes it cannot be used again. In addition, if property value has been used to secure other grants (not ECHO) that amount is considered ineligible. LM can be used for up to 25% of total match. Property donated by the County is not eligible for match.
- IK In Kind Services: The documented non-cash contributions provided to the applicant by individuals and non-corporate, non-governmental parties. Contributions may be in the form of the fair market value of goods and services directly benefiting and specifically

Approved 7/2018 Page **23** of **65** 

- identifiable to the project.
- **PSC** Previously Spent Cash: the encumbrances or cash expenditures completed within the seven (7) year period prior to the application.

IMPORTANT NOTE: USE THE MASTER SPECFICATION GUIDELINES CHECKLIST IN APPENDIX I TO FILL OUT THE PROJECT DETAIL CHART.

# ◆ CHART 3.1 CONSTRUCTION PHASE EXPENDITURES (add rows as needed)

CONSTRUCTION PHASE			-		-		
EXPENDITURES	UC+	LM+	IK +	PSC =	MATCH	ЕСНО	TOTAL
General Requirements:							
Mobilization, Waste							
Collection, etc.	\$5.00				\$ 5.00	\$10.00	\$15.00
Contractor Fees				\$5.00	\$ 5.00	\$ 5.00	\$10.00
Subtotal	\$5.00			\$5.00	\$10.00	\$15.00	\$25.00
Architectural Services:							
Consultant Services	\$5.00		\$5.00		\$10.00		\$10.00
Final Const. Drawings				\$5.00	\$ 5.00	\$10.00	\$15.00
Subtotal	\$5.00		\$5.00	\$5.00	\$15.00	\$10.00	\$25.00
Site Construction:							
Earthwork	\$5.00				\$ 5.00	\$20.00	\$25.00
Parking Lot	\$5.00				\$ 5.00	\$15.00	\$20.00
Landscaping			\$10.00		\$10.00	\$ 5.00	\$15.00
Subtotal	\$10.00		\$10.00		\$20.00	\$40.00	\$60.00
ECHO Signage							
Temporary	\$ 5.00				\$ 5.00		\$5.00
Permanent	\$15.00				\$15.00		\$15.00
Subtotal	\$20.00				\$20.00		\$20.00
PROJECT TOTALS	\$40.00		\$15.00	\$10.00	\$65.00	\$65.00	\$130.00

The list below provides further information of what is eligible as cash match, what is only eligible for match and what is ineligible. If you need any further information, please contact ECHO staff.

- ◆CASH MATCH (1/2 of total required match must come from available cash or expenditures):
  - 1) Unless the project is an eligible Historic or Off Beach Parking Reimbursement project or a trail section of the Trails Master Plan, at least half of the cash match (25% of the 1:1 total match) must be:
    - a. Cash on hand and in the bank dedicated to this project (UC) or;
    - b. Pledges from a government entity, such as a grant, that is payable during the ECHO grant period (UC) or;

Approved 7/2018 Page **24** of **65** 

- c. Irrevocable pledged dollars from an applicant organization which are guaranteed to be on hand in the bank prior to the Grant Panel Review process (UC) or;
- 2) The balance of the Cash Match (25% of the 1:1 total match) may come from:
  - Eligible expenditures of cash by the applicant for the project of this application expended or encumbered within the seven (7) year period prior to the ECHO application deadline (PSC); OR
  - b. Real Property value for a historic restoration or environmental learning project on State or Federal owned land.
- 3) 100% of the cash match may be derived from real property value when the project is a section of the County's Trails Master Plan including real property not owned by applicant. Eligible reimbursement projects may use the purchase price and/or mortgage as 100% Match.

#### **◆MAY BE USED AS MATCH OR FOR ECHO FUNDING:**

Additional funding restrictions are stated within the categories below. The following categories are patterned after those funds found in MASTERSPEC; 1998, The American Institute of Architects. Use in your Budget Detail as appropriate. Expenses may include the actual amount to be paid or the value of the in-kind contribution.

- 1. Architectural/Engineering Services MATCH AND/OR ECHO: Match items may include design work, schematics, design development, engineering, bidding and negotiation, consultant services, surveys necessary to develop the project (boundary, wetland, tree, historical, or archeological), and contract administration. Most architectural services may be used as match if they meet the seven-year match rule with some exceptions, such as feasibility studies. Applicants may use ECHO grant dollars only for final construction drawings that are generated after a grant is awarded and after a Notice to Proceed has been issued by the County to the grantee.
- 2. <u>Site Construction</u> (Div. 2) MATCH AND/OR ECHO: Items may include building demolition, site clearing, sewerage and drainage, underground ducts and utility structures, termite control, exterior irrigation systems, earthwork, landscaping, and parking surfaces.
- 3. <u>Concrete</u> (Div. 3) MATCH AND/OR ECHO: May include cast-in-place concrete, architectural cast-in-place concrete-form work, structural pre-cast concrete, and special concrete toppings/finishes.
- 4. <u>Masonry</u> (Div. 4) MATCH AND/OR ECHO: May include unit masonry, stone masonry veneer, restoration and cleaning, and glass masonry assemblies.
- 5. <u>Metals (Div. 5) MATCH AND/OR ECHO</u>: May include structural steel, metal fabrication, metal stairs, pipe and tube railings, gratings, and ornamental metalwork.
- 6. <u>Wood and Plastic</u> (Div. 6) MATCH AND/OR ECHO: May include rough carpentry, finish carpentry, interior/exterior architectural woodwork, panel-work, or plastic fabrications.
- 7. Thermal and Moisture Protection (Div. 7) MATCH AND/OR ECHO: May include

Approved 7/2018 Page **25** of **65** 

- waterproofing, fireproofing, shingles and roofing, siding, and sealants.
- 8. <u>Doors and Windows</u> (Div. 8) MATCH AND/OR ECHO: May include steel, wood, glass and aluminum doors, frames, automatic or revolving doors, steel, wood, glass, and aluminum windows, decorative or mirrored glass and door and window hardware.
- 9. <u>Finishes</u> (Div. 9) MATCH AND/OR ECHO: May include plaster, sheathing, ceramic tile, wood/brick flooring, carpet, paint and wall coverings. Acoustical treatments such as panel or tile ceilings apply only to theatres, performing art centers, auditoriums or science centers.
- 10. <u>Specialties</u> (Div. 10) MATCH AND/OR ECHO: Match items may include louvers and vents, permanent signs, lockers, metal storage shelving, partitions, and mobile storage units. ECHO may fund 100% of permanently installed educational interpretive signs.
- 11. <u>Equipment</u> (Div. 11) MATCH AND/OR ECHO: Eligible Match or ECHO items may include such items as theatre and stage equipment and playground equipment that is permanently installed. IMPORTANT NOTE: Do not include expenses for office equipment in the ECHO or Match columns. Match funds that are spent on these items must be directly related to project public use such as computer equipment used to educate the public and not be administrative.
- 12. <u>Furnishings</u> (Div. 12) MATCH AND/OR ECHO: Eligible Match or ECHO items may include casework and theatre seating or other items required for public use. IMPORTANT NOTE: Do not include expenses for office furniture, window treatment hardware, or louver blinds in the ECHO or Match column.
- 13. <u>Special Construction</u> (Div. 13) MATCH AND/OR ECHO: May include X-ray protection and metal building systems.
- 14. <u>Conveying Systems</u> (Div. 14) MATCH AND/OR ECHO: May include elevators, moving walkways, wheelchair lifts, and vertical conveyors.
- 15. <u>Mechanical</u> (Div. 15) MATCH AND/OR ECHO: May include pumps, motors, interior fire protection sprinkler systems, plumbing fixtures, water heaters, HVAC pumps and controls, boilers, furnaces, liquid coolers and evaporators, air-conditioning units, humidifiers, fans, metal ductwork, and air filters.
- 16. <u>Electrical</u> (Div. 16) MATCH AND/OR ECHO: May include wires, cables, transformers, switchgear, panel-boards, fuses, disconnect switches, circuit breakers, interior and exterior lighting (including theatrical lighting), fire alarm systems, public address systems and lighting control equipment.

# **•MAY BE USED AS MATCH BUT NOT FOR ECHO FUNDING:**

- 1. Expenditures for eligible items made prior to the execution of the Grant Award for the subject project of this application, unless the project is a Historic or Off Beach Parking Reimbursement;
- 2. Expenditures for architectural, engineering, and other technical services necessary to initiate the project, (construction drawing expenses incurred within the grant period, relative to the project phase which is funded, are permitted);

Approved 7/2018 Page **26** of **65** 

- 3. Environmental remediation or code compliance expenditures needed to complete an eligible project;
- 4. Level 1 only of environmental assessments;
- 5. Applicant organizations operating on less than \$200,000.00 annually, averaged over a three (3) year period may use up to \$7,500.00 of the expenditures for a grant writer.
- 6. Not-for-Profit organizations operating on less than \$200,000.00 annually, averaged over a three (3) year period, may use expenditures for Agreed Upon Procedures, Certified Audits, or Reviews necessary for applying to ECHO as PSC cash match. If the same audit/review is used for two grant periods, its use as match is limited to the year an initial grant is awarded;
- 7. When the grantee is acting as the general contractor, hourly wages of employees who work directly on physical construction of the project (not administrative), less benefits, are eligible for match only. Work and expenses must be clearly documented on a spreadsheet as it pertains to the project. Back-up required by the County will include at a minimum location of work, type of work, date/time recorded daily, and record of payment less benefits.
- 8. Expenditures for temporary ECHO sign.
- 9. Expenditures for permanent ECHO sign.

#### **◆MAY NOT BE USED FOR MATCH OR ECHO FUNDING:**

- 1. Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch, and State agencies;
- 2. Fundraising, private entertainment, food, beverages, plaques, awards or scholarships;
- 3. Projects which are restricted to private or exclusive participation, including restricting access based on sex, race, color, religion, national origin, disability, age, handicap, or marital status:
- 4. Debt reduction unless the project is a Historic or Off Beach Parking Reimbursement Project;
- 5. Loans or borrowed funds are not eligible unless the project is an eligible Reimbursement Project;
- 6. Endowments may not be used as match;
- 7. Operational support (i.e., organizational salaries, programs, travel, supplies, furniture, fixtures, and equipment);
- 8. Permit preparation or fees with the exception of a level one environmental study;
- 9. Maintenance;
- 10. Legal fees or taxes;
- 11. Feasibility studies and conceptual drawings;
- 12. Projects whose main purpose is to provide environmental remediation or code compliance;
- 13. Contingency fees;
- 14. Match from a County source unless the County is the applicant;
- 15. Revenue from bond issues that have not been passed (approved) at the time of this

Approved 7/2018 Page **27** of **65** 

application;

16. Expenditures from tax increment financing districts or community redevelopment agencies unless pre-approved by the County Council for a project with County wide economic impact;

# **\*3.2 MATCH DOCUMENTATION**

- 1. Provide official documentation of Match:
  - a. Unencumbered Cash (UC):
    - i. Current bank statement or Copy of signed/executed resolution including pledged dollar amount, project name and date funds will be available.
    - ii. Funds from grant awards used for match, that have not been previously expended, may be used for unencumbered Cash Match and be provided throughout the ECHO grant period and are not required to be in the bank prior to issuance of a Notice to Proceed by the County. Government grants must have an executed grant document. If the applicant is using the unspent portion of a grant for unencumbered cash match, the applicant must provide an official document showing the remaining grant balance that is available for this project. Potential grants, that you have applied for are not eligible match but may be mentioned in narrative.
  - b. Irrevocable Pledges:
    - Notarized letter stating the pledge amount, the purpose of the pledge and the date the funds will be made available. Funds must be in the bank prior to the Grant Review Panel.
  - c. In-Kind Services/Previously Spent Cash (IK/PSC):
    - i. Previously Spent Cash must have been spent no more than seven (7) years prior to the application deadline and must have been spent on eligible items (see the list above).
      - 1. Copies of the work order, the invoice and the front and back of the canceled check are required for each purchase.
    - ii. In-Kind Services (IK): An itemized list of products or services including:
      - 1. Name of person or organization making the in-kind donation.
      - 2. Description of the goods and/or services donated.
      - Fair market value of the in-kind contributions including total value of the goods/services, value amount of the donation and basis for determination of the value.
      - 4. Date the donation was/will be provided for the project.
    - iii. Future in-kind donations must be supported by a notarized letter.
    - iv. Previously provided in-kind service or product donations do not require backup in this application other than the list (see c.ii); however, official documentation must be available for review upon request by the County or the ECHO Advisory Committee.

Approved 7/2018 Page **28** of **65** 

# d. Land Match (LM):

- i. Trails of the County's Master Plan, projects on State or Federal land and property donated by the County are not eligible for match.
- ii. If you are an applicant operating on more than \$100,000.00 a year and the property was purchased or donated within the seven (7) years prior to the deadline of the application, you may use real property value for up to ½ of the required cash match. A copy of the deed and a copy of the appraisal must be provided.
- iii. If you are an applicant operating on less than \$100,000.00 a year and are requesting \$150,000.00 or less in ECHO funds, you may use up to 25% of the purchase price or real property value no matter when the property was purchased or donated. A copy of the deed and a copy of the appraisal must be provided.
- iv. The total value of the real property, for the purpose of Match, is set at the value documented in the application whereby an initial grant is awarded to the project site. Applicant may use real property as Match for more than one project, but only up to the value documented at the time of first use.
- v. Property already used as Match for a grant other than ECHO is considered encumbered and is not eligible for use as Match for ECHO projects.
- vi. In the case of Real Property with large tracts of land with multiple uses, including non-ECHO eligible property, only the value of real property needed for the ECHO capital project and adjacent property required for access (including parking) and for reaching programming goals may be used for match.
- vii. Acquisition projects and Historic or Off-beach Parking Reimbursement Projects, requesting funds from ECHO for projects with a sale price of greater than \$250,000.00, must provide an appraisal by a State Certified Appraiser or a Member of the Appraisers Institute. If the project sale price is \$250,000.00 or less, an appraisal by a certified general appraiser must be provided.
- viii. Historic Reimbursement or Off-beach parking Reimbursement Projects may use mortgaged funds as match. If the grant amount is less than the actual purchase price, the balance of the purchase price (even when mortgaged) may be used as 100% of the required match. When a mortgage for an eligible Historical or Off Beach Parking Reimbursement project is used as match, the interest paid on the mortgage is considered to be the "cost of doing business", and may not be used as match.
- ix. The acquisition value and/or fair market value of real property, provided for the purpose of a historical restoration and/or environmental learning project on State or Federal land, may be used in lieu of up to 50% of the required cash match and 100% of the other match (or 75% of the total

Approved 7/2018 Page **29** of **65** 

- required match) regardless of when the property was donated, purchased, leased, or when a Land Management Agreement or Project Management was initiated, but may be used only once as match.
- x. The acquisition value and/or fair market value of land provided for the purpose of a trail project of the County's Trails Master Plan, including lad not owned by the applicant, may be used for 100% of the match regardless of when the property was donated, purchased, leased, or when a Land Management Agreement or Project Management Agreement was initiated, but may be used only once as match. The applicant is reminded that ECHO is a reimbursement grant program. The applicant must discuss the ability to initiate the reimbursement program.
- xi. For any linear trails crossing large tracts of land, the value will reflect the value of the total land available for public access. In lieu of using actual acquisition value of land for match, the value may be determined by the Property Appraiser value or a general appraisal by an independent.
- xii. The current annual fair market value of an unencumbered lease by be used as match as demonstrated with a State Certified or MAI appraisal.

#### **❖** SECTION 4: OPERATING FORECAST DETAIL

# **◆4.1 OPERATING FORECAST NARRATIVE**

- Compose a narrative explaining the use of the facility/project and relating costs: include needed staff, required maintenance and what new programs will be added. This is another opportunity to clearly explain your project and the programs that you'll be adding.
- 2. Provide Business Plan, Feasibility Study and Marketing Plan.
- 3. List a fee schedule or state "No fees will be charged" (schedule should include members, non-members, reduced prices, etc.). Projects that receive ECHO funding may not discriminate in the schedule of fees or other terms of use of the facility based on residential location of users who reside in Volusia County. Projects that receive ECHO must be accessible to all of the public, no "members only" projects are eligible for ECHO funding.
- 4. Describe Maintenance and Replacement Plan: All equipment eventually breaks down and needs to be replaced. Describe your plan to handle this situation and explain where the funds will come from. Remember that ECHO does not fund maintenance projects so this responsibility will be used.

## **◆4.2 FISCAL STABILITY**

- 1. Fill out Form 4.2 Business Information
- 2. Has this organization defaulted on any grant in the past five (5) years? If so, please explain.

Approved 7/2018 Page **30** of **65** 

# ◆4.3 FINANCIAL AUDIT/REVIEW/AGREED UPON PROCEDURES IMPORTANT NOTE: Insert the appropriate required documents

#### COUNTY OF VOLUSIA BUDGETED ORGANIZATIONS AND MUNICIPAL GOVERNMENTS:

- 1. Shall provide the Basic Financial Statement under GASB 34. (*Not the full document*)
- 2. Shall submit a Management Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.
- 3. Shall submit a Response Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement. If no response letter was needed, make that statement here.
- 4. Shall submit an Opinion Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.

NOT-FOR-PROFITS: The required financial information for a Not-for-Profit is determined by the grant request amount and by the annual operating revenues or expenses of the applicant.

- A NOT-FOR-PROFIT ORGANIZATION WITH: Operating revenues or expenses/expenditures annual average of the three (3) fiscal years completed prior to the application deadline of \$500,000.00 or greater must provide:
  - 1. A Certified Financial Audit of its most recent completed fiscal year and completed within eighteen (18) months prior to the application deadline.
  - 2. A Management Letter which is part of the audit.
  - 3. The most recent Response Letter relative to the Management Letter. If no official response was provided, the applicant shall provide a statement to that effect and the applicant shall provide a response to comments made in the Management Letter.
  - 4. Their most recent Month-End Financial Statement.
- A NOT-FOR-PROFIT ORGANIZATION WITH: Operating revenues or expenses/expenditures annual average of the three (3) fiscal years completed prior to the application deadline less than \$500,000.00 and greater than \$250,000.00 must provide:
  - 1. A Financial Statement Review of its most recent completed fiscal year and completed within eighteen (18) months prior to the application deadline.
  - 2. A Management Letter which is part of the review.
  - 3. The most recent Response Letter relative to the Management Letter. If no official response was provided, the applicant shall provide a statement to that effect and the applicant shall provide a response to comments made in the Management Letter.
  - 4. Their most recent Month-End Financial Statement.

Approved 7/2018 Page **31** of **65** 

- A NOT-FOR-PROFIT ORGANIZATION WITH: Operating revenues or expenses/expenditures annual average of the three (3) fiscal years completed prior to the application deadline less than \$250,000.00 must provide:
  - 1. An Agreed Upon Procedures as defined in Appendix E.
  - 2. Their most recent Month-End Financial Statement.

# **SECTION 5: SUPPORTING DOCUMENTS**

#### NOT FOR PROFIT ONLY:

- 1. Attach official IRS letter granting Not-for-Profit 501(c) (3) status in Florida.
- 2. Attach the organization's most recent Uniform Business Report (also referred to as an Annual Report) filed with the State of Florida, Divisions of Corporations.

#### UNRESTRICTIVE OWNERSHIP OR UNDISTURBED USE OF FACILITY:

1. Attach unrestricted ownership/undisturbed use documentation unless the project is an acquisition of real property. Insert a letter of intent to sell from the owner for Acquisition Projects.

You may provide further information to demonstrate how your program will benefit the citizens of Volusia County. Do not include any information already required in Sections 1-4.

Approved 7/2018 Page **32** of **65** 

# **❖** APPENDICES ❖

- A APPLICATION DEFINITIONS
- **B EXCEPTIONAL PROJECTS REQUIREMENTS**
- C SAMPLE ECHO GRANT AGREEMENT
- D EXAMPLE OF REQUIRED ECHO SIGNS
- E AGREED UPON PROCEDURES
- F SAMPLE OF RESTRICTIVE COVENANTS
- G SAMPLE OF QUARTERLY REPORTS
- H SAMPLE OF ANNUAL REPORTS
- I MASTER SPECIFICATION GUIDELINES CHECKLIST

Approved 7/2018 Page **33** of **65** 

# **❖** APPENDIX A – APPLICATION DEFINITIONS ❖

# **❖** ECHO PROJECT CATEGORIES ❖

ENVIRONMENTAL/ECOLOGICAL PROJECT (Category "E" of ECHO) means a site, building, or facility that provides access to an environmental/ecological experience by the public.

CULTURAL PROJECT (Category "C" of ECHO) means a site, building, or facility which shall be designed specifically for the programming, production, 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.

HISTORIC/HERITAGE PROJECT (Category "H" of ECHO) means a site, building, or facility which utilizes its own and other historical resources to provide historical and/or heritage opportunities to the public and/or the facility is eligible to be registered as a significant historic facility by Federal, State, or Local government and provides ECHO related programming by an ECHO eligible applicant. (Please see Historic Reimbursement Projects in the General Definitions section that follows.)

OUTDOOR RECREATION PROJECT (Category "O" of ECHO) means a project that provides capital improvement structures and/or amenities that can be used or supports use by the public for outdoor recreational enjoyment. Amenity support can include outdoor athletic fields/athletic courts, boardwalks, trails, playgrounds and other facilities that provide for 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.

#### **❖** GENERAL DEFINITIONS ❖

<u>ADVISORY COMMITTEE</u> means the nine (9) 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.

<u>APPLICANT</u> 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.

<u>ASSESSED VALUE OF PROPERTY</u> means an annual determination by the Volusia County Property Appraiser of the just or fair market value of a property.

Approved 7/2018 Page **34** of **65** 

**BUDGET** means the organization's unrestricted operating revenue.

<u>CASH ON HAND</u> means unencumbered cash dedicated to the ECHO project listed in the application.

<u>CERTIFIED GENERAL APPRAISAL</u> 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.

<u>CERTIFIED FINANCIAL AUDIT</u> 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).

**COUNTY COUNCIL** means the seven (7) elected members of the Volusia County Council.

**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.

<u>ECO TOURISM</u> means responsible travel to natural, historical, cultural, and outdoor recreational areas that conserves the environment and sustains the well-being of the local people while providing a quality experience that connects the visitor to the unique assets of Volusia County (based on the Florida Commission on Tourism's Eco-tourism/Heritage Tourism Advisory Committee definition).

**ENCUMBRANCE PERIOD** means the period during which County ECHO dollars must be obligated to pay for the project expenses.

**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 E1527-05 (American Society for Testing and Materials). Information concerning CERCLA regulations may be found on the EPA website at: https://www.epa.gov/lawsregulations/summary-comprehensive-environmental-response-compensation-and-liability-act overview the scope of ASTM E1527-05 be found may https://www.astm.org/DATABASE.CART/HISTORICAL/E1527-05.htm

Approved 7/2018 Page **35** of **65** 

<u>ENVIRONMENTAL/ECOLOGICAL EDUCTIONAL</u> means a process that leads to responsible individual and group actions. It should enhance critical thinking, problem solving, and effective decision-making skills. It also should engage and motivate individuals, enable them to weigh various sides of an environmental issue, make informed and responsible decisions and take appropriate actions (based on the League of Environmental Educators of Florida Definition).

**EXCEPTIONAL PROJECT** means a project of paramount and crucial County-wide importance which provides services to (significant) large numbers of people in all areas of the County as demonstrated and determined by a three-fourths (3/4) majority of the ECHO Committee (up to 9 members) and a majority of the County Council (4 of 7).

<u>FEES</u> means the financial sum charged by the applicant to the public for use of or entrance into the facility for which the applicant is applying for funds. Fees may include resident and non-resident charges, professional and non-profit charges.

**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 organization plan to resolve deficit problems. A concern for fiscal stability would be indicated by multi-year operating deficits and declining fund balances.

**FURNITURE AND EQUIPMENT** means items that are not used for public purposes and are generally used for the administration of the building. (Examples: Tables, chairs, and computers which are used for administrative purposes, equipment that is leased, desks and other office equipment which are used for administrative purposes, refrigerators, rugs, planters, books, etc.).

**GRANT PERIOD** means the time period in which grant funds are used for the project as set forth in the grant agreement.

<u>IN-KIND CONTRIBUTION</u> 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.

**LEED** Leadership in Energy and Environmental Design (LEED) Green Building Rating System™ encourages and accelerates global adoption of sustainable green building and development practices through the creation and implementation of universally understood and accented tools and performance criteria.

Approved 7/2018 Page **36** of **65** 

<u>LEASE</u> 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 Section 1 and the required length of the lease shall be determined from the Final Application Deadline date.

**LEARNING CENTER** means a building that shall be used to provide educational or learning opportunities to the public and will serve as a center for research focusing on Volusia County's environmental/ecological, cultural, historical/heritage, and/or outdoor experiences.

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

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

<u>MANAGEMENT LETTER</u> is a formal, written document that conveys the CPA's findings and observations about particular aspects of the client's business. It may describe certain procedures that the CPA performed in an engagement and identify ideas and recommendations that can improve the entity's operations (The management letter should address issues related to the client's accounting systems, procedures, and reports/issues, such as internal control environment, procurement practices, accounting policies, procedures, and financial reporting practices. The management letter might also be expanded to cover other observations).

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

<u>MATCHING FUNDS</u> means the value of in-kind or cash contributions provided by the applicant designated solely for the project. For every ECHO dollar the County provides for the project, the applicant will provide at least one dollar as match. Of these matching funds, at least 25% must be unencumbered cash in the bank (see pages 32, 39, and 42 for more detail).

<u>MEASURED GOALS AND OBJECTIVES</u> means a set of specific qualified and quantifiable accomplishments that can reasonably be anticipated to be achieved by the project and will be used for comparison to the expressed bases, standards, and criteria of the ECHO program.

<u>MONTH END FINANCIAL REVIEW</u> 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 (Generally Accepted Accounting Principles).

**NEW APPLICATION** means an application that has not previously been recommended for funding or an application for which funding has been recommended, but requires a major change in

Approved 7/2018 Page **37** of **65** 

project scope of venue. A new application must be submitted by the final grant application deadline.

**NEW CONSTRUCTION** means adding a facility for the purpose of meeting the goals of this grant program to a property where no building previously existed or for the purpose of establishing an ECHO agreement period may also mean a substantial expansion or renovation that results in a significantly new public experience.

<u>PAYMENT & PERFORMANCE BOND</u> 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.

<u>PERMITS</u> includes 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.

<u>PLANNING</u> means the preliminary development of architectural, engineering and other technical services necessary to carry out the project.

<u>PROJECT</u> means the acquisition, construction, renovation, and/or improvement of buildings and appurtenances, site improvements (such as driveways, parking facilities, storm-water management facilities, landscaping, signage, and pedestrian facilities), and mandated off-site improvements that meet the requirements of an eligible ECHO project for the use and benefit of the public. This definition specifically excludes furniture, fixtures, and equipment.

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

**<u>RE-GRANTING</u>** means using ECHO grant monies to fund grants to be given by the ECHO grantee to another entity including a related or affiliated entity.

**REHABILITATION** means the act or process of returning a site or property to a state of utility through repair or alteration, which makes possible an efficient contemporary use while preserving those portions or features of the property which are significant to its historical, architectural, and cultural values.

**RENOVATION** means the act or process of giving a property a state of increased utility or returning a property to a state of utility through repair, addition, or alteration that makes possible more efficient use.

**RESPONSE LETTER** is written by the client in response to the CPA's management letter. The response should be a written statement of explanation or rebuttal concerning the deficiencies or

Approved 7/2018 Page **38** of **65** 

recommendations, including any corrective action taken or to be taken, related to the auditor's observations.

**RESTORATION** means the act or process of accurately recovering the form and details of a site or property and its setting as it appeared at a particular period of time by means of the removal of later work or by replacement of missing early work. Restoration of projects receiving ECHO funds shall be completed by architects, contractors, and tradesmen having particular skill and sensitivity for handling historic building materials with care and attention to preservation and quality of details. Additionally, projects will be restored based on the Secretary of the Interiors' Standards. <a href="https://www.nps.gov/subjects/historicpreservation/standards.htm">https://www.nps.gov/subjects/historicpreservation/standards.htm</a>

**STANDARD PROJECT** means a project, which can be completed, including the grant and match, expended and the project be opened to the public within 730 days following the execution of a grant agreement.

**TWENTY-YEAR MATCH PERIOD** means the twenty-year period prior to the final application deadline from which the applicant may derive some of the required match.

<u>UNDISTURBED USE</u> means that the building to be renovated, 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.

Approved 7/2018 Page **39** of **65** 

# **❖** APPENDIX B – EXCEPTIONAL PROJECT REQUIREMENTS ❖

IMPORTANT NOTE: Applicants applying for an Exceptional grant, in addition to completing standard requirements, must comply with the application requirements that follow:

◆EXCEPTIONAL PROJECT means a project of paramount and crucial County-wide importance, which provides for receipt of services by significantly large numbers of people in all areas of the County as demonstrated and determined by a three-fourths (3/4) majority of the appointed ECHO Committee (up to nine (9) members) and a majority of the County Council (four (4) of seven (7).

# **\*FUNDING AMOUNTS/CAPS AND RESTRICTIONS**

#### 1. GRANT FUNDING AMOUNTS AND MATCH:

a. Exceptional project applicants may request up to \$600,000.00 annually for up to three (3) consecutive years. The applicant must provide a four to one (4:1) match. Fifty percent (50%) of the match must be Cash Match and up to half ½ of the Cash Match may come from PSC, IK or LM.

## 2. FUNDING CAPS AND RESTRICTIONS:

- a. Projects or facility complexes may not receive multiple Exceptional Awards that total more than the maximum allowed for a single Exceptional Award. The cap for their request is set annually by the County Council. For example, if a facility received an Exceptional Award of \$700,000.00 in 2012, it may submit one or more exceptional requests in the future and receive up to another \$1.1 million since the current maximum Exceptional Award is \$1.8 million. Another example would be when a complex received an Exceptional Award of \$800,000.00 during the year the maximum was \$2.4 million the complex would only be able to request \$1 million, reflecting the current maximum allowed.
- b. If the maximum Exceptional Award is received in a single awarded grant, the project or facility complex may not request another Exceptional grant award throughout the life of the ECHO program even if it is for a substantial expansion of the facility. The project may receive standard grants until reaching the \$2.4 million lifetime cap, or, if there is a substantial expansion and if approved by the County, future applications may be submitted until awards reach the \$4.8 million cap.

## 3. PROJECT SUPPORT PERIOD AND ENCUMBRANCE:

a. The date of required public access will be within two years following the last anniversary of the Exceptional award. Example: The Exceptional award is \$1.8 million (\$600,000.00 for three (3) years) and awarded in March 2017. The first \$600,000.00 is available immediately and then again

Approved 7/2018 Page **40** of **65** 

- in March 2018 and 2019. Public access is required March of 2021.
- b. Grant and Match funds are to be encumbered annually at a four to one (4:1) ratio for three consecutive years. Encumbrance and Construction period extensions are available under the same conditions as a standard grant.

## **\*FUNDING AMOUNTS/CAPS AND RESTRICTIONS**

- 1. The Grant Review Panel will review all applications at the same time and will determine if a project meets the Exceptional Project criteria by a three-fourths (3/4) majority vote of appointed members prior to the project ranking process (see definition for Exceptional Project above and in appendix A). This initial determine does not rank the project.
- 2. The project is scored in the sequence it was received by the County with the other applications and must rank as one of the top two (2) projects in order to maintain Exceptional Project status.
- 3. If the Grant Review Panel determines that the project does not meet the Exceptional Project definition or the project does not rank in the top two projects, the grant request amount will automatically be reduced to the maximum standard amount available for non-Exceptional projects and the match will return to the standard one to one (1:1) match.

Approved 7/2018 Page **41** of **65** 

## **❖** APPENDIX C – SAMPLE ECHO GRANT AGREEMENT ❖

## County of Volusia ECHO Grants-in-Aid Application Guide

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 Community Services Department has budgeted funds for eligible ECHO projects, and

WHEREAS, the County of Volusia has determined that Project No. xx-xx, a project of the \_\_\_\_\_, is eligible for Volusia ECHO funding.

#### **AGREEMENT**

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

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

Approved 7/2018 Page **42** of **65** 

- Culture ECHO Program Coordinator prior to sixty days of the grant agreement expiration date and must state the reasons for the request and provide a new completion date. The County will notify the Grantee in writing within thirty days of receipt of the request for extension approving or denying said request.
- 6. The Grantee agrees to conduct the project according to the plans and specifications provided in "Exhibit A." All major deviations and/or major changes in scope or venue must receive prior written approval of the County Council and may result in the revocation of this grant. Minor changes may be approved through the ECHO Program Coordinator. Such approval shall not be unreasonably withheld.
- 7. Understand that this is an annual grant of money only and that this agreement does not obligate the County to provide additional funds for the project or to be responsible for the completion of the project or the operation and maintenance of the project before or after the project is completed.
- 8. Grantee fully understands its obligation to maintain the facility in clean working order and maintain and/or replace equipment, furnishings, and items described in this grant and/or purchased as part of this grant project for the public use as described in the application. This project shall remain open and in operation as set forth in exhibit A for a period of **40** years.
- 9. 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.
- 10. 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.
- 11. 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."
- 12. Signage showing the County of Volusia involvement is required:
  - a. Within 90 days of award, one (1) 4' x 8' exterior sign shall be placed in a prominent public location. See "Exhibit D" for design and wording.
  - b. Upon completion of the project, one (1) permanent 8 sq. ft. sign shall be placed on site in a prominent public location. See "Exhibit E" for design, wording, and material.
  - Note: Alternative signage and/or appropriate material may be considered when the need or reasonableness for the alternative sign is proven. A written request with a drawing to scale of the proposed changes must be sent to the ECHO Program Coordinator for approval. The ECHO Program Coordinator will respond in writing within 14 days after receipt of the Grantee's written request.
- 13. The Grantee shall provide a program report annually over the agreement period in a format directed by the County.
- 14. 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.

Approved 7/2018 Page **43** of **65** 

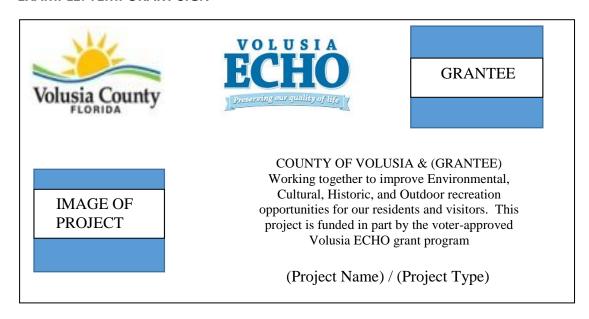
- 15. The Grantee agrees to provide a payment and performance bond, naming the County of Volusia as co-obligee, for all contracted work prior to expenditure of ECHO funds. All work performed prior to receiving proof of the bond may be determined by the County as ineligible for reimbursement.
- 16. The Grantee agrees to be responsible for and comply with all local, State, and Federal permits and laws.
- 17. 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.
- 18. 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 a parties execute this document this	authorized officers or representatives of these respective day of
	COUNTY COUNCIL VOLUSIA COUNTY, FLORIDA
	By:
ATTEST: By:	
GRANTEE SIGNATURES	
WITNESSES (Two):	GRANTEE
Signature Witness	Name of Organization
Printed Name of Witness	Signature Authorized Official
Signature Witness	Printed Name of Authorized Official
Printed Name of Witness	Title of Authorized Official

Approved 7/2018 Page **44** of **65** 

# **❖** APPENDIX D – EXAMPLE OF REQUIRED ECHO SIGNS ❖

## **EXAMPLE: TEMPORARY SIGN**



Required minimum 32 sq. ft. wood sign

Approved 7/2018 Page **45** of **65** 

#### **EXAMPLE: ECHO GRANT COMPLETION SIGN**

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





The Volusia ECHO Grant Program was approved by Volusia County citizens November 2000, to construct environmental, cultural, historical, and outdoor recreation projects.

<Year of Award>





The Volusia ECHO Grant Program was approved by Volusia County citizens November 2000, to construct environmental, cultural, historical, and outdoor recreation projects.

<Year of Award>

Approved 7/2018 Page **46** of **65** 

# **❖** APPENDIX E – AGREED UPON PROCEDURES ❖

A GUIDELINE FOR AGREED-UPON PROCEDURES ATTESTATION SERVICE FOR THE VOLUSIA COUNTY ECHO GRANTS-IN-AID PROGRAM

- 1. PURPOSE: An agreed-upon procedures engagement is one in which a practitioner is engaged by a client to issue a report of findings based on specific procedures performed on a subject matter. The purpose of this guideline is to provide direction to the Certified Public Accountants (CPAs) conducting agreed-upon-procedures attestation services for an ECHO grant (ECHO) applicant. These engagements are to review and verify the documentation submitted by the ECHO applicant to the County of Volusia (VC) for tax credits (ECHO Application) and to provide an attestation report of the result of the review procedures conducted. Please note that this guideline is intended to provide reference information to the CPAs, as well as the ECHO applicant, in the engagement of agreed-upon procedures attestation services. Therefore, the CPAs are permitted to use more rigorous procedures than provided in this guidance if agreed upon by the CPA and the ECHO applicant.
- STANDARDS: The CPAs engaged in conducting an agreed-upon procedures attestation for the ECHO program are responsible for ensuring that all activities are performed in accordance with the professional standards established by:
  - a. American Institute of Certified Public Accountants (AICPA) https://www.aicpa.org/research/standards.html;
  - b. Florida Statute Title XXXII <a href="https://www.flsenate.gov/Laws/Statutes/2018/Chapter481/PART\_II/">https://www.flsenate.gov/Laws/Statutes/2018/Chapter481/PART\_II/</a>;
  - c. Florida Board of Accountancy https://www.ficpa.org/content/CPAResources/FloridaLicensure/FLBOA.aspx
- 3. ACTIVITIES: A CPA conducting the agreed-upon procedures attestation services for the ECHO applicant shall:
  - a. Establish an understanding of the ECHO program administered by Volusia County and the services to be performed for the ECHO applicant. The work shall be properly planned and reviewed to ensure the objectives of the engagement are achieved.
  - b. Conduct an adequate review and verification of the documentation to be submitted by the ECHO applicant to Volusia County for its grant.
- 4. REPORTING: CPAs engaged in performing ECHO application services shall provide an attestation report to the ECHO applicant. A copy of the CPA's report shall be submitted to Volusia County with the ECHO Grants-in-Aid application. This report shall conform to the AICPA Standards of Reporting regarding agreed-upon procedures engagements. The illustrative report presented below may be used as a reference for a CPA's report.

Approved 7/2018 Page **47** of **65** 

#### **EXAMPLE:**

# **Independent Report on Applying Agreed-Upon Procedures**

We have performed the procedures enumerated below, which were agreed to by the ECHO applicant, XXX, Inc., solely to assist them with the filing of a Grants-in-Aid Application (the "ECHO Application") related to XXX, Inc.'s project with the County of Volusia (VC) for the calendar year (beginning January 1, 20XX, and ending December 31, 20XX). XXX, Inc.'s management is responsible for the filing of an ECHO Application related to XXX, Inc.'s project with VC. This agreed-upon-procedure engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

- We observed the IRS determination letter verifying the entity is exempt from taxation under Code Section 501(c) (3).
- We verified the current filing of the Form 990, Annual Return of Organization Exempt from Income Tax.
- We verified the entity's status with the Florida Department of State, Division of Corporations as currently being active.
- We verified the entity's actual ownership of the real property on which the project will be constructed.
- We observed sufficient documentation substantiating the outstanding mortgage balance on the project property.
- We reviewed the real estate appraisal to verify the value used in the match calculations.
- Describe, in general, the accounting system used in preparing the entity's financial statements.
- Describe the process by which the entity accumulates the volunteer hours that will be used in the match calculations. Verify the amount was calculated using the hourly rate determined by the Independent Sector. <a href="https://independentsector.org/news-post/the-new-value-of-volunteer-time/">https://independentsector.org/news-post/the-new-value-of-volunteer-time/</a>
- For previously spent cash match, we traced the amounts to the supporting invoices and cancelled checks.
- Observe the existence of cash used in the match calculation to ensure availability on the date the application is submitted for critical review.
- For the donated goods and services match, we traced the amounts to the supporting invoices and other appropriate documentation.
- We obtained a representation letter from <u>XXX, Inc.'s</u> management confirming it made available to us all relevant information and is responded fully to all inquiries made by us during the engagement.

We were not engaged to, and did not perform an audit, the objective of which would be the expression of an opinion on the specified elements, accounts, or items. Accordingly, we do not

Approved 7/2018 Page **48** of **65** 

express such an opinion.	Had we performed addition	nal procedures,	other matters	might have o	come
to our attention that wou	ıld have been reported to ye	ou.			

This report is intended solely for the information and use of XXX, Inc., and the County of Volusia an	١d
is not intended to be used by anyone other than those specified parties. *	

<signature></signature>	<date></date>

Approved 7/2018 Page **49** of **65** 

<sup>\*</sup>Note: CPAs and ECHO applicants using this guideline should note that Florida has a very broad public records law (see Chapter 119, F.S.) and that all ECHO Applications received by Volusia County are available for review and copying by the public (with the exception of individual social security numbers, which are redacted before applications are reviewed or copied.)

# **❖** APPENDIX F – SAMPLE OF RESTRICTIVE COVENANT ❖

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

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

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

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

- The Owner and the Grantee/Lessee, and any successors in interest, agree to maintain the
  property so that it continues to be used for as an ECHO facility as defined in the ECHO
  application definition and described in the grantee's application No. GY <enter grant
  number>.
- 2. The Owner and the Grantee/Lessee agree that the County of Volusia, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
- 3. The Owner and the Grantee/Lessee agree that these restrictions shall encumber the property for a period of <enter number of years> years from the date of recordation, and that if the restrictions are violated within the <enter number of years> -year period, the County of Volusia shall be entitled to liquidated damages pursuant to the following schedule:
  - a. If the violation occurs within the first half of the effective time period of these covenants, the County shall be entitled to return of the entire grant amount.
  - b. If the violation occurs after the first half of the effective time period, the County shall be entitled to return of the entire grant amount, less the quotient of two (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 Thirty (30) years and the violation occurs after the twentieth anniversary, the County shall be entitled to return of fifty percent (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

Approved 7/2018 Page **50** of **65** 

Agreement dated <insert date>. To insure the ability to repay the grant, the Owner and Grantee/Lessee have agreed that they will maintain unencumbered equitable value in the property of at least the amount, and for at least the period of time provided in paragraph three (3) above. The Owner and Grantee/Lessee will not secure with a mortgage or otherwise hypothecate that equitable value in the property.

- 5. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Volusia County, Florida and shall pay any and all expenses associated with their filings and recording.
- 6. The Owner and Grantee/Lessee agree that the County of Volusia shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, (SIGNATURES WILL BE ADDED BASED ON OWNERSHIP OF PROPERTY) the Owner and Grant Recipient have read these Restrictive Covenants and have hereto affixed their signatures.

Approved 7/2018 Page **51** of **65** 

# **❖** APPENDIX G – SAMPLE OF QUARTERLY REPORTS ❖



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

INSTRUCTIONS: Fill out all information and return this form to the ECHO department by email to <a href="mailto:imarcum@volusia.org">imarcum@volusia.org</a>. You may type your answers directly into this document. If you are submitting a budget change request, all forms must be signed and sent to Jill Marcum at <a href="mailto:imarcum@volusia.org">imarcum@volusia.org</a>.

For 2019/2020 Reporting Period (please check one:

Grant Number: \_\_\_\_\_

Quarter 1	January 1 – March 31	Due April 15
Quarter 2	April 1 – June 30	Due July 15
Quarter 3	July 1 – September 30	Due October 15
Quarter 4	October 1 – December 31	Due January 15

Name of Organization:

me	of Project:
1.	The completion percentage of the project design is
2.	In a narrative explain what progress has been made since last quarter.
3.	Y or N – Has there been a change in the construction timeline since last quarter? If so, attach a chart that shows the old timeline compared to the new timeline, and a narrative explaining why the change was necessary and what the differences will be.
4.	Y or N – Has there been a change in the project information (description or scope of the project) since last quarter? If so, please explain.
5.	Y or N – Has there been a change in the budget detail? If so, complete the Budget Request Change Form found at <a href="www.volusia.org">www.volusia.org</a> . Include a cover letter officially requesting the County to approve the change and send to Jill Marcum at <a href="marcum@volusia.org">jmarcum@volusia.org</a> before you proceed with construction.
6.	Y or N – Has there been a change in the design of the project? If so, you must provide a drawing showing the change (current vs proposed) and a cover letter officially requesting the County to approve the change before you proceed with construction.
Sia	rature of Grant Project Contact Date

Approved 7/2018 Page **52** of **65** 

#### **❖** APPENDIX H – SAMPLE OF ANNUAL REPORTS ❖



# COUNTY OF VOLUSIA ECHO GRANTS-IN-AID ANNUAL REPORT FORM

INSTRUCTIONS: You have received this letter because your project is complete. Please fill in the contact information and complete all the questions below. Annual reports track from July 1 to June 30 of each year.

This Annual Report meets the reporting requirement set forth in the ECHO Grant Agreement. This report is due to the ECHO office on or before July 15 XXX.

You may email the completed form to <a href="marcum@volusia.org">jmarcum@volusia.org</a>. Should you have any questions, please contact Jill Marcum at 386-736-5955.

Grant #:	Mailing Address

Facility Name: Email: Site Address: Phone #:

Name of person completing this report:

- 1. HOURS OF OPERATION/PUBLIC ACCESS:
  - a. Is the facility fully open to the public (yes/no)? If not, state the reason and when you plan to open (month/year)
  - b. What are the regularly scheduled days/times this facility is open (do not include special events)?
  - c. Are the regularly scheduled hours of operation seasonal (yes/no)? If yes, state the time periods your facility was closed.

#### 2. PROGRAMS:

a. Does your facility offer classes or other scheduled programming (yes/no)? If yes, please explain in the space below or attach a schedule to this form, including the age group(s) your programming serves.

Year of report
----------------

b. How many special events were held (festivals, tournaments, community meetings, weddings, or other events)? Of the total, what number was ECHO related?

Year	# Total Events	# ECHO Events			

Approved 7/2018 Page **53** of **65** 

3. POPULATION SERVED: for this section, include only ECHO related events/programs.

Due to the varied nature of the ECHO facilities, staff has developed a preferred methodology of determining population served. These methodologies are listed in order of preference by the ECHO staff with the most accurate listed first and the least accurate listed last. You will use the methods listed here to answer questions 1-4 of this section. If you have any question as to which method to use or which table to use for your facility, please do not hesitate to call the office to discuss your options. Include only ECHO related activities held at the project facility in your customer counts.

- a. Admission, Ticket Sales, Clicker Count, Registration (Table A)
- b. Members/League (Table A and/or Table B)
- c. Sign-in Sheet (unattended) (Table A)
- d. Scheduled Periodic Head Count (4 times per year) (Table C & A)
  - i. Outdoor Active Parks should include players in all leagues scheduled for play at your facility in Table B. All spectators entering the complex and special event customers should be accounted for in Table A under "Event Attendees". Private rentals should be included under "Event Attendees".
  - ii. Outdoor Passive Parks, Beach Parks, and Trail Facilities should pick the busiest day/hour for each quarter (January, April, July and October). Use a similar day/time each quarter, such as the 1<sup>st</sup> Wednesday from 1 p.m. to 2 p.m. These counts should be averaged for the quarter and used as a daily count for all days the facility was open to the public during that quarter (Table C). If the facility rented space for events or for a festival, put those counts in Table A under "Event Attendees".
- e. What method(s) do you use to track the number of customers coming into your facility from the list above?
- f. Determine your customer count using tables A, B, C, or a combination (if appropriate) and put the total customers in space labeled "Box D". Please read all tables before beginning in order to better understand this section. Only provide counts relative to ECHO related events.

Table A	Memberships		Walk-ins members)	(non-		Special Attendees members)	Event (non-		Total
Year XXXX		+			+			+	

(Treat tour groups as walk-ins)

Approved 7/2018 Page **54** of **65** 

Outdoor Active S	ports Parks	(add more	rows as needed)	i

Table B		League	#		Plays Per		# Months		Total
		Type	Memberships		Month		Played		
XXXX -	-			Χ		Χ		Χ	
XXXX									
XXXX ·	-			Χ		Χ		Χ	
XXXX									
XXXX ·	-			Х		Х		Χ	
XXXX									
XXXX	-			Х		Х		Х	
XXXX									

(Spectators for Outdoor Sports Parks should be reflected in "Event Attendees", Table A)

## Outdoor Passive Parks, Beach Parks & Trail Facilities

Table C	1 <sup>st</sup> Quarter		2 <sup>nd</sup> Quarter		3 <sup>rd</sup> Quarter		4 <sup>th</sup> Quarter		Total
Year XXXX		+	,	+		+		=	

TOTAL CUSTOMERS 20XX – 20XX FISCAL YEAR:	TOTAL (Box D)	
	( )	4

g. What percentage (%) of customers (Box D) are repeat customers?

Year	Percentage (%)	Estimated? (y/n)

h. What percentage (%) of customers (Box D) are low income or underserved populations?

Year	Percentage (%)	Estimated? (y/n)

i. How do you accommodate low income households/individuals? Check method(s) and/or describe "other".

Free Days			
Sliding scale	based	on	
income			
Scholarships			
Other/			

# 4. OPERATIONS/BUDGET

The purpose of this section is to understand the financial outlook of the organization. Include all categories of your organization's income in the table below. Use the "Other" category to identify your organizations unique line items, including Endowments. Add lines for "Other" categories as needed. The Revenue section should be completed for all facilities receiving income. The "Operational Expenses" section should be completed by all facilities, including Cities and Municipalities.

Approved 7/2018 Page **55** of **65** 

a.

BUDGET –Questions are related to the period of July 1, 20XX – Jun	e 30, 20XX
Expenses:	20XX/20XX
Total Operations Expenses:	\$
Revenues:	
Fundraising:	\$
Membership Fees:	\$
Cash Donations:	\$
Operational Grants:	\$
Other/:	\$
Other/:	\$
	\$
Total numbers of volunteers:	
Total numbers of volunteered hours:	
Total number of paid full time employees:	
Total number of paid part time employees:	
Total number of contracted service providers (lawn care, caterers .	
)	
Total value in-kind services:	\$

b. For pre-existing facilities, how did the ECHO project affect your operation costs? Mark one.

Increased Expenses	
Decreased Expenses	

## 5. PARTNERSHIPS

On a separate page, attach to this report a list of all partnerships that this facility/organization has with local groups, including other non-profit groups, civic groups, or tourist development entities. Also include a brief explanation of each partnership.

Examples:

Little League of Town USA: sponsored	# of seasonal games ;	for a rate of \$
LILLIC LCUGUC OF TOWIT OSA. Sportsorca	$\pi$ of scasonal quines i	or a rate of 2

Local Chamber of Commerce: shares cost of promotional materials.

Town USA Theater Troupe: co-hosts one show a season, shares an administrative staff person.

Town USA Municipality: shares grant writing staff and ½ of facility maintenance costs. Friends of Town USA Park: coordinates volunteer litter clean up once a month.

Approved 7/2018 Page **56** of **65** 

#### 6. OUTLOOK

a. Does your organization have plans for increasing or decreasing total employees at this facility in the upcoming year? Please mark an X in the box that describes your intentions:

Reduce	Add	Maintain	

b. Does your organization have plans for increasing or decreasing total contracted services at this facility in the upcoming year? Please mark an X in the box that describes your intentions:

Reduce	Add	Maintain		

Approved 7/2018 Page **57** of **65** 

# **❖** APPENDIX I – MASTER SPECIFICATION GUIDELINES CHECKLIST ❖

This checklist is meant to be a tool for applicants to use when filling out the Project Detail Chart (3.1). Not all requirements on this checklist will be relevant to all projects.

## **General Requirements:**

- Summary of Work
- Schedule of Values
- Coordination
- Mechanical and Electrical Coordination
- Cutting and Patching
- Field Engineering
- Progress Meetings
- Construction Schedule Critical Path Method (CPM)
- Shop Drawings, Product Data and Samples
- Testing Laboratory Services
- Temporary Utilities
- o Construction Aids
- Barriers
- o Field Offices and Sheds
- Materials and Equipment
- Contract Closeout
- Operation and Maintenance Data
- Warranties

# Site Work:

- Soil Boring Data (create for each site)
- Demolition (create for each existing building)
- o Building Demolition
- Selective Demolition (reroofing)
- Removals
- Earthwork
- Excavating, Backfilling and Compaction for Utilities
- Soil Treatment
- Asphaltic Concrete Paving
- Portland Cement Concrete Paving
- o Concrete Sidewalks, Straight Curbs, Curbs, Gutters, and Wheel Stops
- Hard Court/Running Track Construction
- Liquefied Petroleum Gas (LPG) Distribution System
- Pavement Marking

Approved 7/2018 Page **58** of **65** 

- Water Systems
- Storm Drainage System
- Waste Disposal System
- Sanitary Sewer System
- Sanitary Force Main
- Lift Station
- Waste Water Drainage System
- Irrigation System
- Chain Link Fences and Gates
- Steel Fences and Gates
- Signage
- o Primary Play Area Equipment
- Playground Equipment
- Running Track Surface
- Site and Street Furnishings
- Shelters
- Landscaping
- o Tree Relocation
- Tree and Plant Protection
- Sodding

#### Concrete:

- Concrete Formwork
- o Concrete Reinforcement
- Cast-in-Place Concrete
- Cast-in-Place Concrete (small projects)
- Concrete Testing
- Concrete Topping
- Lightweight Insulating Concrete
- Shotcrete
- Post Tension Concrete
- Structural Precast Concrete
- Precast Prestressed Concrete Joists and Beams
- Precast Prestressed Concrete Sections
- Architectural Precast Concrete
- Tilt-up Precast Concrete Sandwich Panels
- Tilt-up Precast Concrete
- o Grout

## Masonry:

- Concrete Unit Masonry
- Reinforced Unit Masonry

Approved 7/2018 Page **59** of **65** 

- Glass Unit Masonry
- Masonry Patchwork

#### Metals:

- Structural Steel
- Steel Joists
- Steel Deck
- Light Gage Metal Framing
- Metal Fabrications
- Metal Handrails and Railings
- Expansion Joint Covers

#### **Wood and Plastics:**

- Carpentry
- Wood Treatment
- Architectural Woodwork
- Thermal and Moisture Protection
- Fluid Applied Waterproofing
- Fluid Applied Waterproof Wall Coating
- Vapor/Radon Barrier
- Building Insulation
- Spray-applied Fire Resistive Materials
- Fire Stopping and Smoke Barrier Caulking
- Asphalt Shingles
- Clay Barrel Tile Roofing
- Clay Spanish "S" Tile Roofing
- Clay Flat Tile Roofing
- Concrete Tile Roofing
- o Temporary Roofing Membrane Installation
- SBS Modified Bitumen Mineral Surfaced Roofing
- Fully Adhered Thermoplastic Sheet Roofing
- Flashing and Sheet Metal
- Roof Expansion Joints
- Roof Scuttles/Smoke Vents
- Joint Sealers

#### **Doors and Windows:**

- Steel Doors and Frames
- Wood Doors
- Access Panels
- Insulated Overhead Coiling Doors

Approved 7/2018 Page **60** of **65** 

- Overhead Coiling Doors
- Accordion Folding Doors
- Steel Windows
- Aluminum Windows
- o Finish Hardware for New Facilities
- Finish Hardware for Additions, Renovations and Remodelings
- o Glass and Glazing
- Finishes
- Plastered Ceiling Suspension System
- Metal Studs, Metal Lath, Suspension Ceilings, Plaster, and Stucco
- Gypsum Wallboard
- o Ceramic Tile
- Quarry Tile
- Acoustical Ceilings
- Acoustical Wall and Ceiling Treatment
- o Hardwood Strip Flooring System
- Resilient Tile Flooring
- Sheet Vinyl Flooring
- Carpet
- Non-Slip Coating for Stair Threads
- Epoxy Resin Flooring with Integral Cove Base
- Painting of Unpainted Surfaces
- Painting of Previously Painted Surfaces
- Paint, Putty, and Caulking Materials Form
- o Epoxy Resin Wall Finish
- Textured Coatings

## **Specialties:**

- Chalkboards, Marker Boards, Tack Boards, Display Cases and Bulletin Board Cabinets
- Solid Plastic Toilet Partitions
- Cubicle Curtains and Track
- Wall Louvers
- Architectural Screens
- Flagpoles
- Identifying Devices
- Lockers
- Fire Extinguishers
- Walkway Covers
- Metal Canopies
- Postal Specialties
- Wire Mesh Doors and Partitions
- Operable Partitions

Approved 7/2018 Page **61** of **65** 

- Shelving (Utility/Storage)
- Toilet Room Accessories

# **Equipment:**

- Book Theft Detection System
- Theatre Curtains and Riggings
- Washers and Dryers
- Projection Screens
- Insulated Cold Storage Rooms
- Custom Fabricated Equipment
- Cooking Equipment
- Serving Line Equipment and Units
- Food Prep, Holding and Dispensing Equipment
- Utility Distribution and Canopy Ventilating Systems
- Food Service Shelving
- Residential Kitchen Equipment
- Gymnasium Physical Education Equipment
- Gymnasium Scoreboards
- o Gymnasium Wall Padding
- Spray Booths
- o Kilns
- Dust Collection System
- Laboratory Casework and Equipment

# **Furnishings:**

- Library Shelving
- Window Treatment
- Fixed Molded Plastic Seating (elementary and middle schools)
- Fixed Upholstered Seating (high schools)
- Telescoping Bleachers

# **Special Construction:**

- o Greenhouses
- Solar Heating System
- Intercom and Clock/Bell Raceway System
- Intercom and Clock/Bell Raceway System for PLCs
- Telephone and Data Raceway Systems for PLCs
- Computer Network Wiring Systems for PLCs
- Intercom and Clock/Bell Systems
- Telephone System for PLCs
- Data Communication Systems for PLCs
- Sound Reinforcement System

Approved 7/2018 Page **62** of **65** 

- Gymnasium Sound Reinforcement System
- Television/Radio Frequency Systems
- Wireless Clock/Tone Generator Systems
- Energy Management System (EMS)
- Intrusion Detection System
- Card Access Control System
- Conveying Systems
- Hydraulic Passenger Elevator
- Wheelchair Lifts

#### Mechanical:

- General Provisions
- Codes and Standards
- General Completion
- Identification
- Mechanical Support Devices
- Supports, Anchors, and Seals
- o Tanks
- Mechanical Systems Insulation
- Vibration Isolation
- Fire Protection (General Requirements)
- Fire Pump and Controls
- Automatic Fire Sprinkler System
- Kitchen Hood and Duct Fire Suppression System
- Standpipe and Hose Systems
- Piping (Plumbing)
- o Drains and Cleanouts
- Piping Specialties (Plumbing)
- Hot, Chilled, and Condensing Water Piping Specialties (HVAC)
- HVAC Pumps
- o Plumbing Fixtures, Trim, and Supports
- Plumbing Equipment
- Water Heaters
- Fuel Oil System (Plumbing)
- Wet Automatic Fire Sprinkler Systems
- Piping (HVAC)
- Valves and Specialties
- Pumping Equipment (HVAC)
- o Water Treatment
- Horizontal Fire Tube Boilers
- Refrigeration Equipment
- Air Cooled Condensing Units

Approved 7/2018 Page **63** of **65** 

- Centrifugal Waters Chillers
- Rotary Screw Water Chillers
- Induced Draft Cooling Towers
- Roof Mounted Single Packaged Air-Conditioning Units
- o Refrigeration System Safety Equipment
- Fans
- Unit Heaters
- Unit Ventilators
- Low Pressure Steel Ductwork
- Air Handling Units
- Air Moving Equipment
- Air Curtains
- Air Filtration Equipment
- o Ductwork
- Fume Hood Exhaust Duct
- Controls and Instrumentation
- Duct Accessories
- Outlets (HVAC)
- HVAC Control System
- Point Schedule
- Tests (HVAC)
- Testing and Balancing
- Electrical
- Codes and Standards
- Basic Materials and Methods
- Raceways and Conduits
- Wire and Cable
- Outlet, Pull, and Junction Boxes
- Floor Boxes
- Wiring Devices
- Motor Power and Control Wiring
- Motor Starter Group Control
- Terminal Cabinets
- Automatic Transfer Switch
- Electrical Site Utilities
- Switchboard
- Metering and Sub-Metering
- Disconnect Switches
- Grounding
- Dry-Type Transformers
- Panel Boards
- Overcurrent Protective Devices

Approved 7/2018 Page **64** of **65** 

- Motor Control Center
- Lighting Fixtures and Lamps
- Exterior Lighting
- Stage Lighting Fixtures
- CCTV Production Studio Lighting Fixtures
- Standby Emergency CNG/LPG Generator
- o Battery Powered Emergency Incandescent Lighting Units
- o Lightening Protection System
- o Transient Voltage Surge Suppression
- o Fire Alarm Detection System
- Stage Lighting Control Equipment
- Stage Lighting Rigging (Counterweight)
- Stage Lighting Rigging (Pipe Grid)

Approved 7/2018 Page **65** of **65**