

City of South Daytona

Office of the City Manager

1672 S. Ridgewood Avenue • South Daytona, FL 32119 • 386/322-3014



MEMORANDUM

To: James L. Gillis Jr., City Manager
From: Becky Witte, Deputy City Clerk
Re: Consideration of approving a Volusia County ECHO Grant Agreement in the amount of \$243,750 for planned improvements to Magnolia Park.
Date: July 6, 2022

On March 8, 2022, the City Council approved Resolution No. 2022-05 authorizing the City Manager to submit an application for a Volusia County ECHO Grant for planned improvements at Magnolia Park.

The Parks and Recreation Director put an enormous amount of effort into the application knowing how important it was to revitalize this underutilized park. The proposed improvements include the complete replacement of all playground equipment and swings. It also includes the replacement of the entire boardwalk along the pond to maximize accessibility. Enhanced landscaping is scheduled to be installed along with a fence replacement and parking lot improvements. The pond will also be stocked to encourage fishing from the newly installed dock.

On June 16, 2022, the ECHO Advisory Committee reviewed and scored our ECHO application. The application scored high enough that they have recommended it to County Council for final approval. The County has asked that the City execute the grant agreement attached to this memorandum. They needed this agreement executed at the beginning of July so that it could be scheduled for County Council on August 2, 2022. As a result, the City Manager has executed the agreement to meet the required deadline.

This signature does not automatically obligate the City. If the City Council decides to reject the proposed agreement, then the City Manager can have the agenda item pulled from the County Council meeting thus relieving the City of its obligations.

That being said, staff is recommending that the proposed agreement be approved and allow the item to remain on the Volusia County Council agenda. City Manager Gillis and Parks and Recreation Director Amy Zengotita plan to attend the County Council meeting to address questions posed by the Council during their discussions. Staff feels this is a perfect opportunity to form a partnership with Volusia County on improving Magnolia Park for all of our residents.

County of Volusia ECHO Grants-in-Aid Agreement

WHEREAS, the voters of Volusia County overwhelmingly approved the Volusia ECHO ballot initiative, as outlined in Resolution 2020-79, 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 2020-79 sets forth objectives, criteria, and procedures for implementation of the Volusia ECHO Program, and

WHEREAS, the County of Volusia Resource Stewardship Division has budgeted funds for eligible ECHO projects, and

WHEREAS, the County of Volusia has determined that Project No. 22-05, a project of the City of South Daytona, is eligible for Volusia ECHO funding.

AGREEMENT

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

1. Within the 2022 grant cycle, the County of Volusia shall designate funds not to exceed \$243,750.00, 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 Grantee providing:
 - a. A Quarterly Project Report and a Reimbursement Request Form with backup documentation (Volusia ECHO Program Guide) – explaining encumbrances and expenditures and project status report).
 - b. 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 the Volusia ECHO Program Guide.
4. It is understood between the parties that the amount of funds designated in paragraph one (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 Volusia ECHO Program Guide. 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 Resource Stewardship 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 (30) 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 to the 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 the 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 20 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) 32 sq. ft. exterior sign shall be placed in a prominent public location. See the Volusia ECHO Program Guide 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 the Volusia ECHO Program Guide for design and wording.

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, the Restrictive Covenants.
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 project is deconstructed or no longer available for public use for the time period required, the grantee shall repay the County in the manner set forth in the Restrictive Covenants.

By their hands and seals, the duly authorized officers or representatives of these respective parties execute this document this _____ day of _____, 2022.

WITNESSES

COUNTY COUNCIL

COUNTY OF VOLUSIA, FLORIDA

Witness

County Chair – Jeffrey S. Brower

Witness

Attest County Manager – George Recktenwald

GRANTEE SIGNATURES

WITNESSES (2):

Signature Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

GRANTEE:

City of South Daytona

Name of Organization

Signature Authorized Official

James L. Gillis, Jr

Printed Name of Authorized Official

City Manager

Title of Authorized Official

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of June, 2022, by James L. Gillis, Jr, as Authorized Official who is [☒] personally known to me, or [☐] who has produced a _____ driver's license as identification.



Rebecca Witte
Print Name: Rebecca Witte
Notary Public, State of Florida
Commission No.: HH102826
My Commission Expires: April 14, 2025