

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/18/2021

Contract/Lease Control #: C22-3134-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: EMERALD COAST FITNESS FOUNDATION

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2021

Expiration Date: 09/30/2022

Description of: GRANT FUNDING ASSISTANCE

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: <u>TBD</u>		Tracking Number: <u>4455-27</u>
Procurement/Contractor/Lessee Name: <u>Emerald Coast Fitness Foundation</u>		Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>Grant Funding assistance</u>		
Date/Term: <u>9-30-22</u>	1. <input type="checkbox"/> GREATER THAN \$100,000	
Department #: <u>0114</u>	2. <input type="checkbox"/> GREATER THAN \$50,000	
Account #: <u>581900</u>	3. <input checked="" type="checkbox"/> \$50,000 OR LESS	
Amount: <u>\$25,000.00</u>		
Department: <u>BCC</u>	Dept. Monitor Name: <u>Hofstad</u>	

Purchasing Review	
Procurement or Contract/Lease requirements are met:	
<u>DeRita Mason</u>	Date: <u>11-15-21</u>
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge	

2CFR Compliance Review (if required)	
Approved as written:	Grant Name: _____
<u>NO Federal funds</u>	Date: _____
Grants Coordinator _____	

Risk Management Review	
Approved as written:	Date: <u>11-16-21</u>
<u>see mail attached</u>	
Risk Manager or designee Lisa Price	

County Attorney Review	
Approved as written:	Date: <u>11-19-21</u>
<u>see mail attached</u>	
County Attorney Lynn Hoshihara, Kerry Parsons or Designee	

Department Funding Review	
Approved as written:	Date: _____

IT Review (if applicable)	
Approved as written:	Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, November 18, 2021 1:55 PM
To: DeRita Mason
Cc: Kerry Parsons; Karen Donaldson
Subject: Re: Non-Profit agreements

I don't need it see it again. Once we get a clean copy, all of these are approved by Legal.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Thursday, November 18, 2021 2:41:39 PM
To: Lynn Hoshihara
Cc: Kerry Parsons; Karen Donaldson
Subject: RE: Non-Profit agreements

Will do, I have the attachments to add when I upload.
Do you want to see the one back when it is changed? Or do you approve these with changes.

From: Lynn Hoshihara
Sent: Thursday, November 18, 2021 1:38 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Kerry Parsons <kparsons@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: Re: Non-Profit agreements

DeRita,

We need a clean copy of the agreement for the Crestview Area Shelter without the handwritten notes on it. Also, their signature block should include the name of the organization.

Lastly, make sure copies of the attachments are included in the final versions of these agreements.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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DeRita Mason

From: Karen Donaldson
Sent: Tuesday, November 16, 2021 11:13 AM
To: DeRita Mason
Subject: RE: Non-Profit agreements

These are approved by risk management, there is no insurance element.

Thank you

Karen Donaldson

Karen Donaldson
Claims Examiner
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207 / 850.585.8915 Cell
KDonaldson@myokaloosa.com



For all things Wellness please visit:

<http://www.myokaloosa.com/wellness>

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Monday, November 15, 2021 3:25 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kerry Parsons <kparsons@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: Non-Profit agreements

Ladies,

Can you approve the attached.? I just received them and they have already been signed.

Karen-I am not sure if there is even an insurance element. We just provide them with grant assistance.

Thank you,

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND EMERALD
COAST FITNESS FOUNDATION FOR GRANT FUNDING ASSISTANCE**

This Agreement is made and entered into on the effective date below by and between the **BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA** (the "County") and **Emerald Coast Fitness Foundation** (the "Grantee").

WITNESSETH:

WHEREAS, Grantee is a nonprofit organization in Okaloosa County, which offers **Bernie R. Lefebvre Aquatic Center and Aquatic Center in Destin** programs and/or services; and

WHEREAS, the County wishes to provide financial assistance to nonprofit organizations, such as Grantee which help to improve the quality of place and life of the citizens of the County.

NOW, THEREFORE, in consideration of mutual covenants and promises herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. SPECIAL CONDITIONS.

- a. Grantee shall request fund distributions within ten (10) days of the fiscal quarters end (December 31, March 30, June 30, and September 30) by email to: **budget@myokaloosa.com**.
- b. Grantee warrants that funds will be used in accordance with the budget included with its proposal and only for the purposes allowed by the IRS and other government agencies relating to grants from private foundations. In particular, no funds may be used for lobbying purposes or to aid in the election of a public official.
- c. Grantee agrees to comply with the Okaloosa County Nonprofit Agency Funding Policy.
- d. Grantee agrees to provide an annual financial report and annual programmatic report, which describes progress towards program outcomes and detailing expenditures signed by the Executive Director and shall accompany the third quarter distribution request.
- e. Grantee, with funding up to and including \$10,000, shall provide an affidavit stating the funds were used to reimburse the Grantee for expenses incurred in accordance with county policy, the Application and all applicable county, state and federal rules, laws and regulations. The Affidavit shall accompany the first quarter distribution request.
- f. Grantee, with funding above \$10,000, shall provide an accounting of grant funds along with receipts and documentation which establishes that the funds were expended in conformity with county policy, the Application and all applicable county, state and federal rules, laws and regulations. The accounting and documentation is required quarterly.
- g. Grantee is required to maintain detailed back-up documentation of expenditures, available for review by the County upon request. Site visits may be performed annually to determine and verify data collection methodology.
- h. Grantee agrees to furnish to the County any information concerning a deviation from its proposal or a change in Grantee's tax-exempt status.

CONTRACT: C22-3134-BCC
EMERALD COAST FITNESS FOUNDATION
GRANT FUNDING ASSISTANCE
EXPIRES: 09/30/2022

- i. If Grantee's tax-exempt status changes or funds are not used for the purposes described in its proposal, the County may seek return of all unused funds and reimbursement of any misappropriated funds.
2. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective October 1, 2021 thru September 30, 2022 and shall remain in effect until final payment is made.
3. **COMPENSATION.** The County agrees to pay to Grantee Twenty Five Thousand Dollars (\$25,000.00). Funds shall be paid to Grantee on a quarterly basis upon receipt of a reimbursement request, which shall include any activities, events, or services that occurred during the period and were funded by the County.

Payment may be reduced as necessary in the event of an unforeseen occurrence that results in decreased tax revenue.

4. **HOLD HARMLESS.** Grantee shall protect, defend, indemnify and hold the County, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property, including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement or Grantee's officers, employees, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death or damage is caused by the sole negligence of the County. The County shall give Grantee reasonable notice of any such notice claims or actions. Grantee, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the County. The provisions of this section shall survive the expiration of earlier termination of this Agreement. The parties further agree that nothing contained herein is intended to nor shall be construed as a waiver of the County's rights and immunities under Section 768.28, Florida Statutes, as amended from time to time.
5. **TERMINATION.** This Agreement may be terminated by the County upon occurrence of any of the following:
 - a. The filing for Bankruptcy, loss of tax exemption status or dissolution by Grantee.
 - b. The County shall have authority to withhold compensation upon a reasonable determination that the Grantee has not complied with any one or any part of the terms of this Agreement. The County shall specifically identify in writing why it withheld compensation. Upon receipt of such written notice the Grantee shall have ten (10) days to cure its breach of the Agreement.
 - c. If the Grantee has failed to cure its breach within the time specified after receipt of such notice, the County may deliver to the Grantee a written notice of its intent to terminate this Agreement (the "Notice to Terminate"). The Grantee, upon receipt of the Notice to Terminate, shall be placed on notice that this Agreement shall terminate on the 10th day after receipt, with no further negotiations.

Either party may terminate this Agreement by giving sixty (60) days' written notice to the other.

6. **AUDITS AND RECORDKEEPING.** The Grantee is hereby obligated to maintain accurate records of expenditure of public funds under this Agreement. All records relating to these expenditures shall be considered public documents and shall remain available for audit and/or review at the request of the County at all times during the term of this Agreement. Grantee shall allow public access to all documents, records and other materials, subject to the provisions of Chapter 119, Florida Statutes, prepared or received by Grantee in conjunction

with this Agreement. The County shall have the right from time to time at its sole expense to audit the compliance by the Grantee with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., SUITE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

Grantee must comply with the public records laws, Florida Statute chapter 119, specifically Grantee must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Grantee or keep and maintain public records required by the County to perform the service. If the Grantee transfers all public records to the public agency upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

7. **NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this contract to the contrary, in the event the funds appropriated by the County in any fiscal period are insufficient to pay the costs of this Agreement, the Agreement shall terminate on the last quarter period of the fiscal period for which appropriations were received, without penalty or expense to the County of any kind whatsoever. The County will immediately notify the Grantee of such occurrence.
8. **ASSIGNABILITY.** This Agreement may not be assigned or transferred by Grantee without the express prior approval of the County.
9. **NOTICES.** All notices or other communications required or permitted to be given by Grantee or by the County shall be in writing and shall be deemed delivered by either party when deposited in the U.S. Mail, first class postage paid, and addressed to:

GRANTEE: Kevin Leibold
President
114 Ready Avenue NW
Fort Walton Beach, FL 32548

COUNTY: Faye Douglas, Director
Office of Management and Budget
Okaloosa County
1250 N. Eglin Parkway
Shalimar, FL 32579

10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding between the Grantee and the County as to the subject matter hereof, and merges and supersedes all prior agreements, commitments, representations, writings, and discussions between them. Neither the Grantee nor the County will be bound to any prior obligations, conditions, warranties or representations with respect to the subject matter of this Agreement. This Agreement may not be changed, modified or supplemented in any way except by an instrument in writing executed by both the Grantee and the County.

11. **GOVERNING LAW & VENUE.** This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in Okaloosa County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 22nd day of December, 2021.

**[EMERALD COAST FITNESS
FOUNDATION]**



Signature

Date: 12/03/2021

OKALOOSA COUNTY, FLORIDA

John Hofstad

Digitally signed by John Hofstad
Date: 2021.12.22 15:23:50 -06'00'

John Hofstad, County Administrator

Date: 12.22.21

Attachments:

1. Grantee Application Proposal
2. County Non-Profit Funding Policy

C22-3134-SCC



Non-Profit Funding Request Application

Funding Period: October 1, 2021 – September 30, 2022

Application Deadline: April 30, 2021 by 5:00pm CST

Organization and Contact Information		
Agency Name: Emerald Coast Fitness Foundation, Inc.		
Street Address: 114 Ready Avenue NW		
City: Fort Walton Beach	State: FL	Zip: 32548
Website: www.ecfitnessfoundation.org		
Executive Director: (volunteer): Kathi Heapy		
Phone: 850-585-6233	Email: swimecff@gmail.com	
Name and Title of Principle Contact: Kathi Heapy		
Phone: 850-585-6233	Email: swimecff@gmail.com	
Date of Incorporation: Jan 7, 2015	Consecutive Years of Operation: 6	

Program Information	
Program Name: Bernie R. Lefebvre Aquatic Center & Aquatic Center in Destin	
Total Program Cost: \$ 615,112.00	Total Funding Request: \$ 100,000.00
<p>Public Purpose: Describe in detail how the Program impacts the health, economic opportunity, or social well-being of the clients served, and the methodology for providing services.</p> <p>Clearly align Program impacts with Okaloosa County's Vision of "providing an unmatched economic opportunity and quality of place and life for all citizens" and Mission to "engage our private and public sector partners to provide...economic opportunity and excellence in critical services to enhance the quality of life for all residents."</p>	
<p>At both ECFF facilities, the Bernie R. Lefebvre Aquatic Center in Ft. Walton Beach and the Aquatic Center in Destin, our programs teach swimming and develop confident swimmers. These confident swimmers are less likely to drown and will promote a culture of water safety around themselves that will eventually pervade the entire community. We are saving lives. We provide aquatic exercise time for adults, seniors and handicapped persons, and a place for aquatic exercise and training for persons of all ages and ability levels, as well as a safe, supervised place for children and families to play in the water. Our facilities are the only swimming pools open to the public in Okaloosa County. The pools are guarded, supervised, programmed and operated in compliance with all state health regulations. Providing a safe place to swim, learn and compete is vitally important to the quality of life for all Okaloosa County citizens and visitors. Availability of and proximity to a public swimming facility is a priority in many communities in the world and is often provided by local government, educational, or charitable entities as a part of a community parks and recreation profile. When the YMCA abandoned Okaloosa County and no other entities presented an interest in, or ability to operate these swimming pools, we formed our private foundation because we felt it was important enough to this community. Our 501(c)3 non-profit foundation is operated in compliance with all state and federal regulations. Through over five years of operation, we have been successful, through donations and revenue generated by program fees and pool rental. Our program fees are extremely low and affordable for citizens of all economic levels. We provide scholarship funds for persons who have limited ability to pay for programs. Operating costs are rising and we want to keep our fees low, so we are seeking this public-private partnership that will ensure that our programs and facilities are sustainable and allow for growth in the long-term while keeping fees low and available to all of the citizens of Okaloosa County.</p>	

If there are similar service providers or Programs, distinguish how this Program is different.

ECFF pools are the only guarded, programmed swimming pools open to the public in Okaloosa County. They are the only competition-worthy pools available to our schools' student-athletes. ECFF pools provide swimming lessons to hundreds of children and adults. There is nowhere else for lap swimmers to swim in a measured pool with lane lines and lifeguards that is open to the public. Eglin and Hurlburt have swimming pools, but restrict their usage to active duty and base personnel. Bluewater Bay has some pools, but usage is restricted to BWB residents. Some condos and living communities have swimming pools, but they are not guarded nor suitable for swim training. A few people provide swimming lessons in private pools, but their fees are significantly higher than ours. The varsity swimming programs at 4 Okaloosa high schools and 7 Okaloosa middle schools utilize ECFF pools for practices and competitions because the school district does not have any pool facilities.

Resources: Explain the agency's staffing, equipment, facilities, etc. that will be used to effectively deliver the Program services described above.

Lifeguards - 2 to 3 are on duty at all times that pools are open. They earn \$12.00-\$13.00 per hour and provide safety, surveillance, guidance and support for all pool patrons during all ECFF programs and tenant pool usage by teams, parties, and other organizations.

Instructors teach aquacize and swim lessons, both class group and private. Lesson class ratio is no more than 6 students per instructor. Instructors are paid between \$10 and \$14 per class taught. Certified Pool Operators monitor and maintain the pool water and filtration equipment to ensure safe levels of disinfection and cleanliness of pool surfaces.

Cleaning staff works during closed hours to clean and sanitize locker rooms, pool area and office facilities.

Total annual payroll for lifeguards, instructors, CPOs and cleaning in 2020 was \$316,486, so all non-profit funding provided will be used to fund payroll and instructor fees, which deliver our program services.

Additional Funding Sources: Please list any additional County funding received as part of this application.

There is no other County funding received as part of this application.

We have sought a one-time mid-year budget amendment donation in 2021 from a coalition of the Okaloosa County Commission, Okaloosa School District, City of Destin, and City of Fort Walton Beach to defray revenue loss due to COVID-19. The City of Destin and Okaloosa County School Board have each approved a \$25,000 contribution. That process is ongoing.

Budget: Provide a clear budget that indicates a reasonable expense for the Program services and leverages other funds to the greatest extent possible.					
Federal Grant	State Grant	Private Partnerships	Donations/ Other	Okaloosa County	Total Revenues
\$ 0.00	\$ 0.00	\$ 106,712.00	\$ 408,400.00	\$ 100,000.00	\$ 615,112.00
Personnel	Program Operations	Administrative/ Overhead	Facilities Repair/ Maintenance	Capital Equipment	Total Expenses
\$ 358,876.00	\$ 51,822.00	\$ 170,563.00	\$ 10,631.00	\$ 23,220.00	\$ 615,112.00
<i>Note: Okaloosa County will not fund the purchase of capital assets with a value in excess of \$5,000 or a useful life greater than three years.</i>					
Clients Served Annually: 10,000			Cost per Client Served: 62		

Performance Metrics: Identify measures to define Program success and impact to clients served.					
1-Swimming Lessons Given 2-Lap Swim Program 3-Aquacize & Family Swim Program Passes	Oct '17 – Sep '18 Actual	Oct '18 – Sep '19 Actual	Oct '19 – Sep '20 Estimate	Oct '20 – Sep '21 Estimate	
[Metric 1]	1864	2160	2270*	2800	
[Metric 2]	3982	4964	4946*	7958	
[Metric 3]	1960	2506	1838*	2100	
If historical data is not available for an existing program, please explain.					
*2020 facility usage and class offerings were reduced due to COVID-19 pandemic					

Certification/Attestation
The Program's services are not be restrictive with regard to race, sex, age, religion, disability, or any other classification that would be prohibited by law.
The Program's services are available to all residents in Okaloosa County who meet the eligibility requirements of the Agency.
An annual financial report detailing Program revenues and expenditures signed by the agency's Executive Director will be provided.

An annual programmatic report describing progress towards Program outcomes signed by the agency's Executive Director will be provided.

For funding up to \$10,000, an affidavit stating the funds were used for expenses incurred in accordance with the Application and all applicable county, state and federal rules, laws and regulations shall be provided no later than December 31 of the fiscal year for which funding was awarded.

For funding above \$10,000, receipts and documentation which establishes that the funds were expended in conformity with the Application and all applicable county, state and federal rules, laws and regulations shall be provided no later than December 31 of the fiscal year for which funding was awarded.

Agency may be subject to on-site visits or audit by the Board of County Commissioners or its designee.

I have read, fully understand and agree to be bound by Okaloosa County's Non-Profit Funding Policy (the "Policy"). I have completed this application fully and accurately and have not misrepresented any information contained herein. I certify that the requested funds will be used for the purposes set forth in this application and in conformity with the Policy and Florida law.


Executive Director Signature

04/29/2021

Date

Application Checklist

The documents below must be submitted along with your application.

IRS Determination Letter of 501(c)(3) Status.	<input checked="" type="checkbox"/>
IRS 990 Form (most recent tax year)	<input checked="" type="checkbox"/>
State of Florida Solicitation of Contributions Form	<input checked="" type="checkbox"/>
Agency's current year budget (revenues and expenses)	<input checked="" type="checkbox"/>
Prior year financial statements (revenues and expenses, audited if required)	<input checked="" type="checkbox"/>

Scan and submit the completed form with documents to: budget@myokaloosa.com

Submit completed paper application with documents to: 1250 North Eglin Parkway,
Suite 102
Shalimar, FL 32579
(850) 651-7521

Please complete all sections of the application form.

Incomplete applications and/or applications received after the deadline will not be considered.

For Internal Use Only:

Scoring Key: 1 – Serious substantive issues or areas of weakness 2 – Issues or areas of weakness 3 – Acceptable 4 – Thorough details & effective use of resources 5 – Exceptional level of effectiveness & innovation	Score
Public Purpose criteria: - clear description of program services and delivery mechanisms - measureable outcomes to be achieved - methods and strategies in place to collect valid data to support program outcomes - outcomes that meaningfully work toward achieving Okaloosa County's Vision and Mission statements - identification of other organizations that provide the same or similar services - demonstration of the uniqueness of the organization's program	
Resources criteria: - information about the program's staffing structure and personnel credentials - description of the necessary equipment, software and physical resources to deliver the program services - evidence that the organization can sustain appropriate levels of service - potential partnerships, collaborations with defined roles and responsibilities	
Budget criteria: - categorization of revenues and expenses - identification of matching grants or the leveraging of other funding sources - evidence of decreased reliance on Okaloosa County funding	
Performance Measures criteria: - at least two performance measures that communicate how the program is impacting the defined target population - at least one performance measure that aligns with Okaloosa County's Vision and Mission statements - established measures that drive the program's work and that meet the targeted goals	
Total	

County Administrator Recommended Funding Amount: \$ _____

Board Approved Funding Amount: \$ _____

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 31 2015**

EMERALD COAST FITNESS FOUNDATION
INC
9 CAMBRIDGE AVE NE
FORT WALTON BEACH, FL 32547

Employer Identification Number:
47-2708975
DLN:
17053041345005
Contact Person:
ROGER W VANCE ID# 31173
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
January 7, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No


Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Director, Exempt Organizations

Letter 947

DIVISION OF CONSUMER SERVICES
(850) 410-3800



THE RHODES BUILDING
2005 APALACHEE PARKWAY
TALLAHASSEE, FLORIDA 32399-6500

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER NICOLE "NIKKI" FRIED

October 12, 2020

Refer To: CH45919

EMERALD COAST FITNESS FOUNDATION, INC.
114 READY AVE NW
FORT WALTON BEACH, FL 32548-3560

RE: EMERALD COAST FITNESS FOUNDATION, INC.
REGISTRATION#: CH45919
EXPIRATION DATE: October 5, 2021

Dear Sir or Madam:

The above-named organization/sponsor has complied with the registration requirements of Chapter 496, Florida Statutes, the Solicitation of Contributions Act. A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.

Every charitable organization or sponsor which is required to register under s. 496.405 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

The Solicitation of Contributions Act requires an annual renewal statement to be filed on or before the date of expiration of the previous registration. The Department will send a renewal package approximately 30 days prior to the date of expiration as shown above.

Thank you for your cooperation. If we may be of further assistance, please contact the Solicitation of Contributions section.

Sincerely,

Fred Hartsfield
Regulatory Consultant
850-410-3784
Fax: 850-410-3804
E-mail: fred.hartsfield@fdacs.gov