

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/24/2020

Contract/Lease Control #: C20-2908-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: ONE HOPEFUL PLACE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/31/2019

Expiration Date: INDEFINITE

Description of NORTH BEAL EXTENSION LIGHTING AGREEMENT

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7105

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

Closed:

Cc: BCC RECORDS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Not For Profit Corporation
COMMUNITY SOLUTIONS OF THE EMERALD COAST, INC.

Filing Information

Document Number	N12000011717
FEI/EIN Number	N/A
Date Filed	12/17/2012
Effective Date	12/17/2012
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	10/23/2013
Event Effective Date	NONE

Principal Address

34 MIRACLE STRIP PARKWAY, S.E.
FORT WALTON BEACH, FL 32549

Mailing Address

34 MIRACLE STRIP PARKWAY, S.E.
FORT WALTON BEACH, FL 32549

Registered Agent Name & Address

SPENCER, LISA JO
151 Mary Esther Blvd
SUITE 503
Mary Esther, FL 32569

Address Changed: 03/02/2016

Officer/Director Detail

Name & Address

Title D

Sawyer, Anthony
34 MIRACLE STRIP PARKWAY, S.E.
FORT WALTON BEACH, FL 32549

Title Director

SPENCER, LISA JO

151 Mary Esther Blvd.
Suite 503
Mary Esther, FL 32569

Title VP

Beedie, Michael
34 MIRACLE STRIP PARKWAY, S.E.
FORT WALTON BEACH, FL 32549

Title D

CORCORAN, TED
34 MIRACLE STRIP PARKWAY, S.E.
FORT WALTON BEACH, FL 32549

Title President

Mongell, Mitch
34 MIRACLE STRIP PARKWAY, S.E.
FORT WALTON BEACH, FL 32549

Title Director

Peadro, Robert Roger
418 Sandy Ridge Circle
Mary Esther, FL 32569

Title Director

Hofstad, John
34 MIRACLE STRIP PARKWAY, S.E.
FORT WALTON BEACH, FL 32549

Title Secretary

Tarro, Vicki
34 MIRACLE STRIP PARKWAY, S.E.
FORT WALTON BEACH, FL 32549

Title Director

Roberts, Bill
34 MIRACLE STRIP PARKWAY, S.E.
FORT WALTON BEACH, FL 32549

Title Treasurer

Wright, James
34 MIRACLE STRIP PARKWAY, S.E.
FORT WALTON BEACH, FL 32549

Title Director

Donlon, Robin
34 MIRACLE STRIP PARKWAY, S.E.
FORT WALTON BEACH, FL 32549

Title Director

Smith, Stephen
34 Miracle Strip Pkwy SE
Fort Walton Beach, FL 32548

Title Director

Turpin, Matt A
34 Miracle Strip Pkwy SE
Fort Walton Beach, FL 32548

Annual Reports

Report Year	Filed Date
2017	02/02/2017
2018	03/29/2018
2019	02/12/2019

Document Images

02/12/2019 -- ANNUAL REPORT	View image in PDF format
03/29/2018 -- ANNUAL REPORT	View image in PDF format
02/02/2017 -- ANNUAL REPORT	View image in PDF format
03/02/2016 -- ANNUAL REPORT	View image in PDF format
01/08/2015 -- ANNUAL REPORT	View image in PDF format
02/26/2014 -- ANNUAL REPORT	View image in PDF format
10/23/2013 -- Amendment	View image in PDF format
04/12/2013 -- ANNUAL REPORT	View image in PDF format
12/17/2012 -- Domestic Non-Profit	View image in PDF format

MEMORANDUM OF AGREEMENT
North Beal Extension Lighting Agreement

Memorandum of Agreement (MOA), is made and entered into on this 30th day of December, 2019, by Community Solutions of the Emerald Coast, Inc. ("Community Solutions") d/b/a One Hopeful Place ("OHP") and Okaloosa County ("County"), to set forth their agreement regarding lighting on North Beal Extension, Fort Walton Beach, Okaloosa County, Florida.

- A. The parties agree that it is in their best interest to contract with Gulf Power Company to install five (5) streetlights on North Beal Extension for the safety of the residents of Okaloosa County. The attached Contract between Gulf Power Company and Community Solutions is hereby incorporated and included as though the terms were set forth herein.
- B. The County agrees to pay the total costs of the initial installation of the five streetlights on North Beal Extension which totals Seven Thousand Three Hundred Eight Dollars and 28/100 (\$7,308.28). The County shall pay such amount to Community Solutions who shall then pay such amount to Gulf Power Company. Community Solutions shall provide documentation to the County upon payment of the amount to Gulf Power Company.
- C. Community Solutions agrees to pay the monthly service charge to maintain the lighting which totals Sixty-four Dollars and 09/100 (\$64.09) per month.
- D. The parties agree that the County shall not assume any liability for the installation of the streetlights.
- E. This MOA shall become effective upon full execution by both parties and shall continue unless mutually terminated in writing.
- F. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or

interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida.

G. Public Records. Any record created by either party in accordance with this OHP shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. OHP must comply with the public records laws, Florida Statute chapter 119, specifically Contractor 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 OHP 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 contractor or keep and maintain public records required by the County to perform the service. If OHP transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OHP keeps and maintains public records upon completion of the contract, OHP 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.

IF THE OHP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OHP'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

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

I. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a

third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.


J. **Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. OHP hereby certifies that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to OHP of the County's determination concerning the false certification. OHP shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.


K. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

By execution of this Memorandum of Agreement the parties agree to the terms above:

OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS

By: 
Name: John Hofstad
Title: County Administrator

Community Solutions of the Emerald Coast, Inc.,
a Florida nonprofit company

By: 
Name: Mitchell Mongell
Title: President



**INTEROFFICE MEMORANDUM
FROM THE COUNTY ADMINISTRATOR'S OFFICE
OKALOOSA COUNTY, FLORIDA**

TO: Finance

FROM: County Administrator's Office

DATE: January 13, 2020

SUBJECT: Utility Payment – Community Solutions of the Emerald Coast,
Inc.

Please pay the Community Solutions of the Emerald Coast, Inc. in the amount of \$7,383.28 per the attached request. Please charge to Department 0114, Account 553001.

Thank you.

TOTAL DUE FROM COUNTY \$7,383.28

ATTACHMENT