

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/10/2021

Contract/Lease Control #: C22-3145-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: HERITAGE MUSEUM OF NORTHWEST FLORIDA

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: T130 Tracking Number: 4476-22
Procurement/Contractor/Lessee Name: Hendage Museum Grant Funded: YES ___ NO X
Purpose: Grant Funding Assistance
Date/Term: 9-30-22 1. GREATER THAN \$100,000
Department #: 0114 2. GREATER THAN \$50,000
Account #: 581900 3. \$50,000 OR LESS
Amount: \$10,000.00
Department: BCC Dept. Monitor Name: Hopstad

Purchasing Review

Procurement or Contract/Lease requirements are met:
Debra Mason Date: 12-8-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: No federal assistance Grant Name: _____

Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: See email attached Date: 12-9-21

Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see email attached Date: 12-10-21

County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

C203145-BCC

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, December 9, 2021 4:25 PM
To: DeRita Mason
Cc: Kerry Parsons; Kristina LoFria
Subject: Re: Non-Profit agreements

This is approved for legal sufficiency.

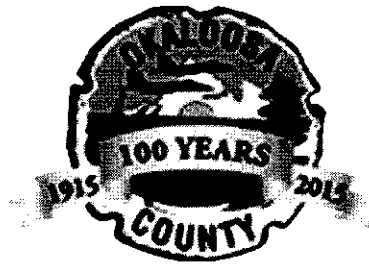
Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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, December 9, 2021 4:01:00 PM
To: Lynn Hoshihara
Cc: Kerry Parsons; Kristina LoFria
Subject: FW: Non-Profit agreements

Good afternoon,
Please review and approve the attached.
Lynn has already approved 4 others just like this one.
Thank you,

DeRita Mason



DeRita Mason, CFPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

DeRita Mason

From: Kristina LoFria
Sent: Thursday, December 9, 2021 3:05 PM
To: DeRita Mason
Subject: RE: Non-Profit agreements

DeRita,

This is approved by Risk.

Thank You

Kristy LoFria

Kristy LoFria
Public Records & Contract Specialist
302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979



For all things Wellness please visit:

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

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

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 <dmason@myokaloosa.com>
Sent: Thursday, December 9, 2021 3:01 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kerry Parsons <kparsons@myokaloosa.com>; Kristina LoFria <klofria@myokaloosa.com>
Subject: FW: Non-Profit agreements

Good afternoon,
Please review and approve the attached.

AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND HERITAGE MUSEUM OF NORTHWEST FLORIDA 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 Heritage Museum of Northwest Florida (the “Grantee”).

WITNESSETH:

WHEREAS, Grantee is a nonprofit organization in Okaloosa County, which offers Museum 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: C22-3145-BCC
HERITAGE MUSEUM OF NORTHWEST FLORIDA
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 Ten Thousand Dollars (\$10,000.00). 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: Arthur Edgar
Museum Manager
115 Westview Avenue
Valparaiso, FL 32580

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 10th day of December, 2021.

[HERITAGE MUSEUM OF
NORTHWEST FLORIDA]

Arthur C. Edgar
Signature

Date: 12/8/21
Dec. 8, 2021

OKALOOSA COUNTY, FLORIDA

John Hofstad
Digitally signed by John Hofstad
Date: 2021.12.10 12:13:25 -06'00'
John Hofstad, County Administrator

Date: _____

Attachments:

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



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: Heritage Museum of Northwest Florida		
Street Address: 115 Westview Ave.		
City: Valparaiso	State: Florida	Zip: 32580
Website: heritage-museum.org		
Executive Director: Anderson Hanna		
Phone: 850-678-2615	Email: anderson.hanna@heritage-museum.org	
Name and Title of Principle Contact: Anderson Hanna Museum Manager		
Phone: 850-678-2615	Email: anderson.hanna@heritage-museum.org	
Date of Incorporation: 1969	Consecutive Years of Operation: 52	

Program Information	
Program Name:	
Total Program Cost: \$ 10,000.00	Total Funding Request: \$ 10,000.00
<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>The purpose of the Heritage Museum of Northwest Florida is to educate the public and to collect, preserve, and study historical artifacts pertaining to Northwest Florida's heritage and provide relevant tours, events, and skill set development.</p> <p>Our goal is allow the public to enjoy the different classes and programming we provide in order to keep history alive. We have a staffed museum which can accommodate school tours, field trips, symposiums, the adult lecture series "History Sandwiched In." Craft classes such as Intro to Blackskinning, Intro to Woodturning, Basket Weaving, Mosaics, Water Color Painting, and Pine Needle Weaving to name just a few. In addition, our Collections Chair and staff aid with historical research in our library that houses first edition books and papers.</p>	

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

We are a unique institution, no other museum/historical society provides the same type of services that the Heritage Museum of Northwest Florida does within the county.

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

Field Trip and School Tours are staffed by paid volunteer educators, also by Heritage Museum staff. History Alive classes and History Sandwiched and other like programming is staffed by Instructors and skilled craftsmen within the industry they are teaching: Intro to Blacksmithing, Woodturning, Basket Weaving for example.

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

The Heritage Museum of Northwest Florida is not currently getting any other county funding besides the current Funding for Non-Profits.

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	\$ 3,900.00	\$ 0.00	\$ 31,500.00	\$ 10,000.00	\$ 45,400.00

Personnel	Program Operations	Administrative/ Overhead	Facilities Repair/ Maintenance	Capital Equipment	Total Expenses
\$ 33,260.00	\$ 12,300.00	\$ 1,500.00	\$ 2,100.00	\$ 1,750.00	\$ 50,910.00

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.

Clients Served Annually: 1,500	Cost per Client Served: 34
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Performance Metrics: Identify measures to define Program success and impact to clients served.

	Oct '17 – Sep '18 Actual	Oct '18 – Sep '19 Actual	Oct '19 – Sep '20 Estimate	Oct '20 – Sep '21 Estimate
[Metric 1]	789	883	1000	1200
[Metric 2]	268	329	330	350
[Metric 3]	4500	3200	2500	3000

If historical data is not available for an existing program, please explain.

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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.

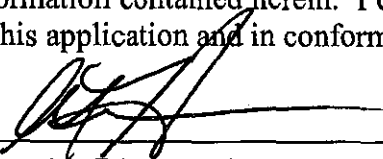
An annual programmatic report describing progress towards Program outcomes signed by the agency's Executive Director will be provided.

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

04/02/2021

Date

Application Checklist

The documents below must be submitted along with your application.

IRS Determination Letter of 501(c)(3) Status.

IRS 990 Form (most recent tax year)

State of Florida Solicitation of Contributions Form

Agency's current year budget (revenues and expenses)

Prior year financial statements (revenues and expenses, audited if required)

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: \$ _____

District Director
Internal Revenue Service

Date: **JAN 25 1971** In reply refer to:
411-1-3:MRN



Historical Society Of Okaloosa And
Walton Counties, Inc.
732 Revere Avenue
Ft. Walton Beach, Florida 32548

Gentlemen:

Purpose: Charitable and Educational

Accounting Period Ending: September 30

Based on information supplied, and assuming your operations will be as stated in your exemption application, we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Any change in your purposes, character, or method of operation must be reported to us so we may consider the effect of the change on your exempt status. You must also report any change in your name and address.

Pending issuance of regulations under section 509 of the Code, we are unable to make a determination as to whether you are a private foundation as defined in that section. Upon issuance of the regulations we will evaluate your application, make a determination as to your status under section 509 of the Code, and notify you of our decision.

If upon issuance of the regulations we determine that you are a private foundation, you will be required to comply with the provisions of section 508(e), which specifies that a private foundation is not exempt unless its governing instrument includes certain provisions set forth in that section and the regulations thereunder. Failure to comply with the requirements of section 508(e) will result in retroactive revocation of this determination.

For years beginning prior to January 1, 1970, you are required to file the annual information return, Form 990-A. For each subsequent year, please refer to the instructions accompanying the Form 990 for that particular year to determine whether you are required to file. If filing is required, you must file the Form 990 by the 15th day of the fifth month after the end of your annual accounting period.

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

February 23, 2021

Refer To: CH1398

HERITAGE MUSEUM ASSOCIATION, INC.
115 WESTVIEW AVE
VALPARAISO, FL 32580-1387

RE: HERITAGE MUSEUM ASSOCIATION, INC.
REGISTRATION#: CH1398
EXPIRATION DATE: March 1, 2022

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,

Rashauntah Jackson
Regulatory Consultant
850-410-3745
Fax: 850-410-3804
E-mail: rashauntah.jackson@fdacs.gov