

Application Form

Organization Information

If you would like to complete this application in Word first and copy your answers over later, use the following link: [Download Application](#)

The evaluation rubric that will be used to score your request is now available here: [Download Rubric](#)

Please pay attention to character limits while working on your draft. These limits include spaces.

Organization Name*

St. Petersburg Free Clinic

Proposal Name*

Please choose a short name to identify this project within the grant portal:

SPFC ARPA Small Capital

EIN*

23-7208280

Incorporation Year*

What year did your organization incorporate? This will be the year listed on your determination letter from the Internal Revenue Service.

1970

Organizational Mission Statement*

What is your organization's mission statement? This should be no longer than one or two sentences.

With compassion and respect, St. Petersburg Free Clinic changes lives by providing nutritious food, supportive housing, health care, and education for our neighbors in need.

Unique Entity ID (SAM)

Please provide your organization's Unique Entity ID number. This is a specific number used by the federal government to identify your organization. **This is different from a DUNS number, which the federal government no longer uses.**

If you do not have a Unique Entity ID number, you can create an account on [SAM.gov](#) and apply for one here (it is

free and may take 3-4 days for approval): <https://sam.gov/content/home>

This field is optional as to not stop a qualifying organization from applying. **However**, a Unique Entity ID number will be required if your organization is approved for a grant. Your organization should apply for a number now if it does not yet have one.

Character Limit: 12

32LNMGMXWJ7

Annual Operating Budget Size*

Please provide the amount of your annual operating budget, (expenditures only) for your entire organization.

\$40,700,904.00

Amount Requested*

The maximum grant amount is \$199,999.

\$199,999.00

Parent Non-Profit/Subsidiaries*

If your organization has a parent non-profit that has multiple subsidiaries, will multiple subsidiaries be applying in this process?

Example

Better Tomorrow is the parent non-profit of three organizations. Two of those organizations want to apply in this process. Both would select "Yes" on this question.

No

Request Specifics

Organization Programmatic Background*

Please describe the programming your organization offers to the community and the length of time it has been doing so. What does your organization **do** and **how long** has it been doing it?

Founded in 1970, the St. Petersburg Free Clinic provides food, healthcare, and shelter to the people of Pinellas County. Each of our programs respond to critical social determinants of health, and everything we do is through a "health in all programs" approach. This approach ensures that we focus on reducing barriers to stable housing, healthcare, and food equity for all individuals. Our overarching goal is to promote health equity and advance economic stability for our community. The Jared S. Hechtkopf Community Food Bank is the largest food bank in Pinellas County, delivering to over 60 partner agencies throughout the county. Our We Help FRESH Pantry provides fresh, nutritious food to approximately 30,000 people per month. Our We Help client advocates, additionally assist clients in navigating often cumbersome public services, and connect

them to other community resources that fit individualized family need. Our health and dental centers provide quality healthcare free of charge to our neighbors without health insurance, thus reducing the number of people who utilize emergency rooms for non-emergency care. Finally, our Baldwin Women's Residence (BWR) and SPFC Men's Residence provide stable transitional housing and recovery support for our clients who are experiencing homelessness and recovering from substance use. Given the staggering inflation and wage stagnation we have been witnessing in recent years, SPFC's programs are now more vital than ever.

Community Need*

Please describe the community need that exists for your programming. If you are able to cite quantitative, local data, that will strengthen your proposal.

In Pinellas County, our neighbors, nearly half of whom were already having trouble making ends meet before the pandemic, have been hit hard by the economic impacts of COVID. The demand for our food programs has now skyrocketed. As a result, We Help FRESH Pantry has expanded exponentially in the past two years due to sharply increased need. In March of 2020, the number of FRESH pantry customers jumped from 6,000 to 18,000 per month. Two years later in April of 2022, 21,452 individuals were served. In July 2022, our individuals exceeded over 30,000, a fivefold increase in individuals served since early 2020. Over 50% of those served through the FRESH Pantry have never visited a food pantry before. The expectation is that many in the new population served will continue to rely on us, knowing that they now do not have to make a choice between paying rent and feeding their families. Data from the 2022 Pinellas County Community Health Needs Assessment indicates access to healthy food and nutrition is ranked within the top three most important health needs that the county is facing. Nutrition security is correlated with where someone lives, family income, transportation, and other factors. Black/African-American. In Pinellas, we know that 46% of families are part of the Asset Limited, Income Constrained, Employed (ALICE) population, or "working poor." According to ALICE data, a Pinellas County family of four must earn \$66,000 per year to be at the "survival threshold," meaning able to afford the bare minimum costs of living and working in the modern economy. The 2020 Census data indicates that the median household income in Pinellas County is \$54,090. This means that for many families there is a \$12,000 annual gap between the capability to adequately feed one's family and the ability to receive support to do so.

Negative Economic Impact on Organization*

The following question is the keystone of a strong application in this process. If your organization cannot demonstrate a negative economic impact from the pandemic, your application will not qualify for committee review. If you are uncertain about what constitutes negative economic impact or how to demonstrate it, please contact PCF staff for technical assistance.

Describe your organization's negative economic impact arising from the COVID-19 pandemic. Examples could include:

- A reduction in revenue from 2019 to 2020
- Inflationary pressures
- Increases in demand for services that have not been compensated for through new revenue
- The use of reserves for unbudgeted expenses since the onset of the pandemic, and such use of reserves has prevented the purchase of capital assets
- A need for capital assets to offset community need for which your organization does not have the resources to purchase due to the negative economic harm from the pandemic
- A need for additional capital assets to adapt operations to accommodate health and safety guidelines by the CDC

- Growth in restricted pandemic-related revenue that does not permit capital asset acquisition

You have the option to upload supporting documentation regarding negative economic impact. However, please limit your upload to no more than five pages.

Note: If you are applying for both a Small Purchase and Large Project, you may reuse the answer for this question PROVIDED THAT the negative economic impact is relevant to both requests. The Large Project Letter of Intent does not permit uploads to support the answer to this question.

Negative Economic Impact Attachment.pdf

When COVID hit our community in early 2020, emergency food relief was the leading need among our neighbors. While our program had traditionally relied on donated food, in 2020 SPFC received nearly \$3M in Covid-related funding to purchase additional food to meet community needs. In recent months, COVID-related funding has diminished, yet worsening economic conditions have increased the need for basic supports and services. At SPFC, we are serving more people now than we were when the economy shut down in the early months of the pandemic. In 2019, We Help served 71,000 individuals. As we close fiscal year 2022, that number has nearly quadrupled to a total of approximately 280,000 individuals served. This is, in part, due to increased inflation as a result of the pandemic. According to the U.S. Bureau of labor statistics, area prices for Pinellas County have sharply climbed 11.2% over the past 12 months. To keep up with the increased demand, our Food Bank substantially increased the amount of food it purchased.

Because of our purchasing capacity and ability to buy by the truckload, we are able to negotiate extremely competitive rates and stretch our dollars, paying a fraction of retail prices. However, these costs have significantly increased since 2020. For example, prices for frozen chicken have risen from \$.43/lb to .99/lb. Overall, the cost of bulk food has risen 41% over the past two years. With demand continuing to grow, the acquisition and distribution of food has been a primary fundraising priority. SPFC's existing resources have been dedicated to our organization's future sustainability, to ensure funding for ongoing staffing and operating costs. We are aware that we may need to reallocate these restricted sustainability funds as a result of worsening economic conditions precipitating the increase demand for food. With the support of the Pinellas Community Foundation, investment in capital allows us to focus our funds on sustained operating at this unprecedented level. Our food programs reduce economic burdens of our clients by providing groceries at no-cost, lowering monthly out-of-pocket expenditures. SPFC is on the frontlines of community need, and with both prices and demand on the rise, our infrastructure must keep pace.

Proposal Description*

The American Rescue Plan Act requires a request that is reasonable and proportional to the level of economic impact your organization experienced. This means the request you describe below should not be greater than the economic harm your organization has suffered.

Please describe your purchase proposal and address the following:

- What will you be purchasing with these funds?
- What is the estimated lifespan of the purchase/improvement?
- How does it address the negative economic harm you described in the previous question?

As our food distribution has doubled with no indication that our community's need for nutritious food will decline, SPFC is expanding its food bank operations to keep pace with the increase in demand. SPFC Food Bank distributed 20M pounds of food last year, up from 11.3M pounds the year prior to the pandemic. SPFC's expanded food bank will provide the space necessary to maintain this level of food support for our community. Requested funds will be utilized to purchase equipment for the expanded warehouse space: one stand up rider, two electric forklifts, one gas forklift and one set of forklift scales. Standard lift trucks have a lifespan of 10,000 to 12,000 hours of use, however, brands such as Toyota can last upward of 40,000 hours

with proper maintenance. With an anticipated annual use of 1,000 to 1,500 hours, the average estimated lifespan is a minimum of ten to twelve years, but likely much longer. This equipment is needed for the expanded operations of the warehouse and would allow our food programs to respond to the rise in demand, by increasing efficiencies. The expanded food bank space triples the capacity of our existing food bank and equipment is needed to navigate that expanded space effectively. Additionally, securing funding for this crucial equipment would alleviate financial burdens of attempting to mitigate both inflationary pressures of food cost and increased need of equipment. These funds would allow SPFC to continue to provide nutritious food to our neighbors in the efficient manner that this time in history demands.

Guiding Principles - Client Impact*

The American Rescue Plan Act, which provides the funding for this grant program, aims to ensure an equitable recovery from the COVID-19 pandemic. The term “equity” is defined as:

The consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

One of the guiding principles of this fund is that it will apply a lens of equity to ensure the needs of specified priority populations are met.

Will this purchase benefit the community members defined above that have experienced disproportionate negative impacts from the COVID-19 pandemic? If so, how?

Due to centuries of systemic discrimination, Black and Brown communities are more likely to be excluded from the benefits of a modern economy and struggle to make ends meet. As a result, our clientele are disproportionately people of color, making a focus on equity extremely necessary. We are committed to ensuring fresh and nutritious food is available to the most vulnerable areas of the county with a focus on need in South St. Petersburg zip code 33705, and zip codes 33710, 33711, 33712, 33713, 33714, although we serve partners throughout Pinellas and people come to the FRESH Pantry from every zip code in the county. Zip codes listed are areas of the county our data shows were hit hard by the effects of the pandemic and continue to be most impacted as a result of skyrocketing cost of living, almost all of which are located in Qualified Census Tracts (QCTs). Additionally, the Pinellas County 2018 Community Health Assessment estimates that while LGBTQ+ young people account for approximately 7% of the youth population, they account for 40% of the youth population experiencing homelessness (FDOH Pinellas, 2018). The number of children we serve has increased significantly since the pandemic, and our partnerships with high schools in Pinellas allow us to reach youth where they are and provide nutritious food. The forklifts and pallet jacks will be housed at our new food bank location in South St. Petersburg and this equipment will increase efficiencies in serving the surrounding communities, who were disproportionately affected by the pandemic. The increased efficiencies will also allow us to streamline our processes and individualize our donations with our community partners, including our school-based partnerships.

Number Served*

How many people will directly benefit from this capital purchase annually?

1300000

Unduplicated vs. Duplicated*

Is the number indicated above duplicated or unduplicated?

Duplicated: A client is counted each time they access services

Unduplicated: A client is counted once, regardless of the number of times they access services

Example: ABC Food Bank operates two mobile food pantries, one in Clearwater and one in St. Petersburg. Taylor, a Pinellas County resident, goes to both food pantries. If ABC Food Bank counts Taylor's visit TWICE, it is duplicated. If ABC Food Bank counts Taylor's visit ONCE, it is unduplicated.

Duplicated

Other (Explanation Required)

If you selected "Other" in the previous question, please explain how your organization determined the number of clients that will benefit from the proposed capital purchase.

The American Rescue Plan Act (ARPA) prioritizes organizations that either have headquarters or carry out the majority of their operations inside Qualified Census Tracts (QCTs). QCTs are a standard method of identifying communities with a large proportion of low-income residents. The U.S. Department of Housing and Urban Development determines what areas qualify as QCT.

To assess if your organization serves or is headquartered in a QCT, use the following link:

https://www.huduser.gov/portal/sadda/sadda_qct.html

In the top right-hand corner, choose the state of Florida and Pinellas County. Then on the left-hand side of the screen, click the box next to "Color QCT Qualified Tracts." The QCT zones are denoted in purple. You can also map your address by adding it into the address box at the top to see if your location is inside the zones.

Below, please provide the location of your operations and the location of your headquarters, if different.

Headquarters Location*

Please provide your organization's headquarters address as it appears on your Sunbiz account. To check your Sunbiz registration, you may search here: <https://dos.myflorida.com/sunbiz/search/>

863 3rd Ave N St. Petersburg, FL 33701. Our administration will be relocating to our new South St. Petersburg Food Warehouse, 3010 22nd Avenue South, #2392, St. Petersburg, FL 33712.

QCT Determination - Headquarters*

Is this organization headquartered in a QCT?

No

Purchase Location*

Where will the majority of the activities related to the purchase(s) take place?

Examples

- If you are proposing the purchase of a van that will deliver to multiple areas within Pinellas County, specifically mention what areas those are.
- If your purchase enables remote access to your services, such as telehealth, provide geographical data around where the majority of your clients reside (presuming they will access your services from their residence).

All activities related to the purchases outlined above will take place at our new South St. Petersburg Food Warehouse, 3010 22nd Avenue South, #2392, St. Petersburg, FL 33712, which is located in a QCT. Additionally, although our current headquarters is located just outside a QCT, clients from nearby neighborhoods that do fall within a QCT, access our services. Over half (51%) of clients served through SPFC'S We Help FRESH Pantry in FY22 live in zip codes that fall within a QCT. When taking into account clients served through We Help and our community partners, about 21% of clients fall within the 33712 zip code, which was indicated as the highest index value of food insecurity in Pinellas County based on Conduent's Food Insecurity Index (CHNA, 2022).

QCT Determination - Purchase*

Does this organization's proposed purchase benefit residents of QCTs?

Yes

Community Connection

This section aims to capture general demographic data about your organization and to see how you engage with and represent the community you serve. PCF has generalized the demographic data questions more than it has in other processes because of the public nature of this process. PCF understands that identity disclosure can be a sensitive matter, and wants to respect your organization's board and staff. If your organization feels comfortable sharing more detailed demographic information, it may do so in the "Community Representation and Connection" section.

Community Representation and Connection*

Describe how your organization is representative of, or has authentic connections to, the community your proposal seeks to serve. You can list other community-based organizations that work on programming with you and/or list examples of your work within this community.

As the community we serve is highly diverse, prioritizing health equity, diversity, and inclusion is essential to serving our clients as effectively as possible. By employing people that reflect the diversity of the community we serve, SPFC can better anticipate and fulfill the needs of our neighbors. We hired our first internal Human Resources Director this summer who has significantly improved our focus on equity, diversity, and inclusion (EDI) in recruitment and hiring of diverse team members. Currently 52% of our staff leaders (managers and directors) identify as Black/African-American, Hispanic/Latinx, Asian/Pacific Islander, and Multi-Racial and 44% of our total staff identify as such. On our incoming Board of Directors for fiscal year 2023 (beginning on 10/01/2022) 26% of members will be individuals of color with an expectation that this ratio will increase to one-third of members in the coming year. Additionally, our Board is diverse with respect to LGBTQ representation, age diversity, and representation of those who are immigrants to the U.S. In addition to our internal commitment to EDI, our partnerships with community-based organizations and authentic connections with those whom we serve are of critical importance. We have grown a network of more than 60 organizations throughout Pinellas County. Examples of partners include other food banks in the county, churches, residential facilities, and other nonprofit organizations. While prioritizing keeping our neighbors fed and healthy, we also want to ensure that the food we provide is culturally relevant. We share one recipe per month that celebrates the various cultural heritages of our clients. Along with celebrating diversity through food, visitors to our website can now utilize a translate button to view content in Spanish or utilize our accessibility feature which includes dyslexia-friendly choices as well as other features that provide a comfortable reading experience for those with disabilities. In addition to all that has been described above, SPFC is committed to ongoing and evolving initiatives to continue fostering and strengthening authentic community connection. This commitment is strengthened by our continued collaboration with EDI partners, like Inclusivity LLC, and the support and guidance of community leaders like Rev. Louis Murphy, Elihu and Carolyn Brayboy, and SPFC Board members Nadine Smith, Bemetra Simmons, and Lisa Brody.

Leadership Demographics - Board Membership*

Do your board members consider themselves a member of one or more of the following populations? Check all that apply.

- BIPOC defined as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color
- LGBTQ+ (Lesbian, Gay, Bisexual, Transgender, Queer+)
- Neurodiverse/physically disabled

BIPOC
LGBTQ+

Leadership Demographics - Executive Level Leadership Team*

Does your executive leadership team consider themselves a member of one or more of the following populations? Check all that apply.

- BIPOC defined as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color
- LGBTQ+ (Lesbian, Gay, Bisexual, Transgender, Queer+)
- Neurodiverse/physically disabled

If your organization is volunteer-run and does not have an executive leadership team, please select "Not applicable."

BIPOC

Leadership Demographics - CEO/Executive Director*

Does your CEO/Executive Director consider themselves a member of one or more of the following populations? Check all that apply.

- BIPOC defined as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color
- LGBTQ+ defined as Lesbian, Gay, Bisexual, Transgender, Queer+
- Neurodiverse/physically disabled

If your organization is volunteer-run and does not have an executive leader, please select "Not applicable."

None of the above

Proposal Costs

Purchase Estimates/Bids*

You must combine all bids/estimates into one file.

Attach current verifiable bids, estimates, or price lists [from your potential vendor(s)]. Please ensure there is a date listed or when you obtained these estimates/bids, as they must be from within the past sixty (60) days.

- If your purchase is **BELOW** \$75,000, you must upload **TWO** verifiable bids or estimates for the proposed purchases.
- If your purchase is **EQUAL TO** or **MORE THAN** \$75,000, you must upload **THREE** verifiable bids or estimates for your proposed purchases.

This can be as simple as screenshots from Amazon or Best Buy (though PCF does not endorse or recommend any specific vendor) or may be from specialized vendors that sell your proposed purchase. If you have concerns regarding bids or estimates, please reach out to PCF staff.

Combined Bids.pdf

Sole Source*

In some cases, a proposed small purchase is only available from a single vendor, and as such, only one bid/estimate can be uploaded. If this is the case for your organization, please explain in the field below. Otherwise, write "N/A" below.

We currently use Toyota equipment and have a service agreement in place with a Certified Toyota repair company. We prefer to continue to purchase Toyota due to its superior quality, lifespan, and suitability for our work, as well as the cost savings we receive from having one company perform one annual service call to

perform routine maintenance of all of our equipment. Toyota also has the shortest combined lead times for the lift trucks.

Related Parties*

Are any of the contractors/vendors that have provided bids/estimates a related party to your organization?

Examples of Related Parties

- A board member that owns the contracting company that provided a bid
- The relative of a director, officer, or executive team member owns a company that provided an estimate
- The CEO of the applying organization has a financial interest in the construction company providing a bid

If **yes**, identify the vendor and describe the relationship.

If **no**, write "No related parties below."

No related parties.

Budget Summary*

Please use THIS TEMPLATE to indicate costs and any cash match your organization may have for the proposed purchases. Note: this spreadsheet will automatically round numbers to make it easier to read for committee members.

Please note that indirect costs are not permitted for small purchases.

If you have additional notes to add to your budget summary, you may do so in the text box below.

ARPA Budget Template Small-Purchases - SPFC.xlsx

Equipment required to make the new food bank operational totals \$291,410. This includes 13 pieces of equipment, such as forklifts, scales, and pallet jacks. SPFC is requesting funding of \$199,999 for 5 pieces and will purchase the remaining 8 items with \$91,411 of previously raised dollars.

Other Funding Sources*

Please describe any other funding not already mentioned that your organization has applied for or obtained for this purchase.

This includes but is not limited to Community Block Development Grants (CBDG), local government grants (including Tourist Development Council funding), foundation grants, and private donors (you do not need to disclose donor identities but simply indicate the amount raised for this purchase). This includes any matching grants or in-kind contributions you may have obtained.

Please be sure these other funding sources are represented in the "Applicant Match" column in the budget summary uploaded above.

SPFC has raised dollars through private donations to cover the additional \$91K in equipment it requires.

Changes in Operating Costs*

Please answer this question based on the descriptions below:

- If this project **increases** ongoing operational costs (programmatic, operating maintenance or other costs), how will you compensate for the difference?
- If this purchase **decreases** ongoing operating costs, how will it do so?
- If this purchase **does not affect** operating costs, please note so below.

The acquisition of the requested equipment will result in a small increase to fuel and maintenance costs, representing only a 0.5% increase in the Food Programs operating budget. This increase will be absorbed into our annual adjustment to budgeted expenses and will be funded through fundraising for general operating costs.

Organization Documentation

Please reach out to PCF staff if you have trouble uploading the files below. We are able to assist with file conversion and file compression.

Organization Budget*

Please upload your most recent, board-approved organizational budget for this fiscal year. PDF and Excel documents are accepted.

Board Approved Budget_2022.pdf

Board of Directors List*

Please upload your Board of Directors list.

Excel, Word, and PDF file formats are accepted.

FY22 SPFC Board of Directors - Updated 10-28-21.pdf

IRS Form 990*

Please upload a PDF copy of your most recently submitted IRS Form 990.

If Form 990 from your most recent fiscal year is delayed or you have received an extension, please explain in the text space below. You may also explain if you don't have a Form 990 due to organization type. You should still upload the most recent publicly available 990.

If you file a Form 990-EZ and do not have anything to attach, please note so below.

Only PDF files are permitted.

2020-2021-SPFC-Form-990-Public-Disclosure.pdf

Most Recent Financial Statements*

Upload a PDF version of your most recent financial statements. If you have audited financial statements, please upload the most recently conducted audit. If you do not have a recent audit, please explain why.

2020-2021-Audited-Financial-Statement.pdf

Insurance Requirements

Evidence of Insurance Coverage*

Grantees of the ARPA Nonprofit Capital Project Fund will be required to maintain appropriate insurance related to your operations and this purchase. PCF will determine whether this coverage is appropriate.

Please upload evidence of insurance.

If your organization does not have evidence of insurance coverage, please provide an explanation as to why.

Evidence of Insurance.pdf

Insurance Requirement*

If you are awarded a contract from the ARPA Nonprofit Capital Project Fund, you will be required to list Pinellas Community Foundation as an additional insured through your general liability insurance or other appropriate coverages for the duration of the contract. If you would like to check with your insurance carrier on how to do this, here is the information about PCF you will need:

Pinellas Community Foundation
17755 US Highway 19 N
Suite 150
Clearwater, FL 33764
727-531-0058

Please check the box below to indicate that you understand and will be able to comply with this requirement if you are awarded a contract.

PCF will not ask for a certificate naming us as additional insured until the contracting stage.

Yes, I understand and will comply with this requirement if awarded a contract.

Post-Grant Requirements

Reporting Requirements Acknowledgment*

Grantees will be required to submit a pre-award agreement within two weeks of receiving an award notice. In addition, grantees will be required to submit a report within 30 days after the purchase is completed.

Financial information justifying all expenditures will also need to be provided. This includes but is not limited to:

- Invoices
- Canceled checks
- Credit card statements, along with a record of paying the credit card.

If you have any questions, please contact Rose Cervantes, ARPA Program Officer at rcervantes@pinellascf.org.

Yes, I agree to submit this grant agreement and impact report within the specified timeframes.

Additional Information

Budget Summary

NO LONGER USED, REPLACED IN APP WITH UPLOAD FIELD INCLUDED

Please use THIS TEMPLATE to indicate costs and any cash match your organization may have for the proposed purchases.

Please note that indirect costs are not permitted for small purchases.

If you have additional notes to add to your budget summary, you may do so in the text box below.

Additional Upload

If you have something to share, you can upload it here in PDF format.

Anything else to share?

Is there anything else that you would like Pinellas Community Foundation to know or other information your organization would like to share that isn't addressed elsewhere in this application?

We are grateful for and value our existing partnership with PCF and look forward to our continued work together striving for food equity for all individuals. Individuals like Colleen, a FRESH pantry client, who shared "The food from this pantry gives my family peace. We didn't eat yesterday, and without this food we would not be eating today."

Brief Project Descriptor

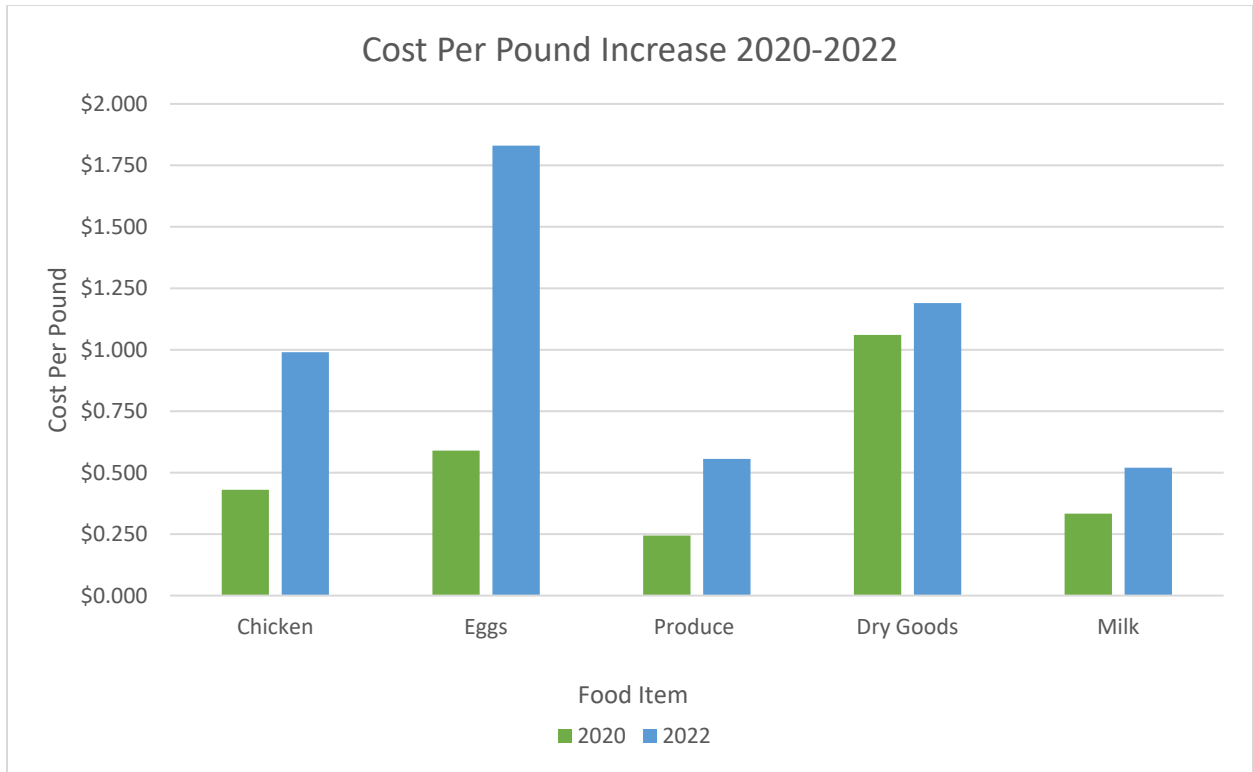
Please briefly describe this organization's request.

File Attachment Summary

Applicant File Uploads

- Negative Economic Impact Attachment.pdf
- Combined Bids.pdf
- ARPA Budget Template Small-Purchases - SPFC.xlsx
- Board Approved Budget_2022.pdf
- FY22 SPFC Board of Directors - Updated 10-28-21.pdf
- 2020-2021-SPFC-Form-990-Public-Disclosure.pdf
- 2020-2021-Audited-Financial-Statement.pdf
- Evidence of Insurance.pdf

St. Petersburg Free Clinic: Inflation Data



[DONATE](#)

NATIONAL

< Demand at food banks is way up again. But inflation makes it harder to meet the need

June 2, 2022 · 5:24 AM ET

[5-Minute Listen](#)[PLAYLIST](#) [Download](#)
[Transcript](#)

A MARTINEZ, HOST:

Inflation has demanded food pantries spiking. But those higher costs are also making it harder for food banks to meet the need. NPR's Jennifer Ludden reports.

JENNIFER LUDDEN, BYLINE: Outside a neighborhood food pantry in Norfolk, Va., it's early evening. And some in line have come from work. Justine Lee is a teller at a credit union. She'd never gone to a food bank until prices went crazy this year. Now, with inflation...

JUSTINE LEE: A lot of fussing between mothers and daughters (laughter).

LUDDEN: She says it's hard saying no to an 11-year-old.

LEE: You know, we're back and forth, you know, like, no, what about Kroger brand? I want Dorito. I was like, well, it's not on sale right now.

LUDDEN: Lee has to drive to work. She didn't used to think twice about filling the tank.

LEE: It was empty yesterday (laughter). I was like, let me just drive a little bit. I know there's at least 10 cents or 5 cents cheaper down the road. And then I caught myself. Wow, am I really doing this?

LUDDEN: School bus driver Monique Wilson is also new here.

MONIQUE WILSON: It's been a few months since I started coming, just to supplement my food budget.

LUDDEN: She and her husband have cut back on eating out. And Wilson tries to use as little gas as possible.

WILSON: Just driving my car, I try to make one trip do for all and get as many stops in as I can, you know?

UNIDENTIFIED PERSON #1: All right. Thank you, ma'am. And you already been here before, so you know the routine, right? Thank you, ma'am.

UNIDENTIFIED PERSON #2: Yeah, I know...

LUDDEN: Inside, people check-in, grab a shopping cart and stroll along shelves to choose their own food. Robert Walton and his wife are retired but raising two grandkids. He picks out bags of applesauce, juice and sunflower seeds.

ROBERT WALTON: Little snacks like this, that's what the kids like when they can get it.

LUDDEN: And he doesn't just mean his own. Walton also brings food for children in his neighborhood. He says he can tell they're missing meals and their parents are hard up.

WALTON: A lot of them is not working since the pandemic, you know? And it's been bad.

LUDDEN: The overall economy may be booming, but the unemployment rate for Black people is more than double the national average. Walton and other regulars here say they've noticed some favorite items missing, especially meat. That's because even

as demand surges, inflation and a whole range of other problems are making it really tough to get food.

CHRISTOPHER TAN: So this is the sorting room. This is where volunteers come to sort.

LUDDEN: A few blocks away, Christopher Tan heads the Foodbank of Southeastern Virginia and the Eastern Shore. He says food donations are way down. Grocery stores got more efficient with online orders during the pandemic, so they don't have as much extra. Plus, everyone's struggling with supply chain problems. Things that used to take a few weeks may not show up for months.

TAN: Breakfast cereal, pasta, pasta sauce - these are things that are the staples of almost every food bank, right? It's very difficult to find.

LUDDEN: It's so bad, he just ordered turkeys for Thanksgiving. Then there's the cost. Tan now has to buy more food on the open market at higher prices. What was less than \$1,000,000 before the pandemic will be nearly 5 million this year. And the fuel budget for his delivery trucks has doubled. But as a food bank, he's stuck.

TAN: With inflation, if you're a private business, what do you do? You pass on the costs. And inflation gets even worse, right? So you just keep passing it on. But you at least try to make up for it. We don't get to do that. We don't get to say, like, we're going to double the cost of our food because doubling the cost of our food is still zero.

LUDDEN: Katie Fitzgerald, the head of Feeding America, says providers are cutting where they can, dipping into emergency reserves, switching to cheaper products, limiting how often people can visit.

KATIE FITZGERALD: Or if food banks are preparing boxes for distribution, they might be putting in a little bit less in order to make sure that they're stretching their inventory to be able to meet more people's needs.

LUDDEN: Fitzgerald says even beyond this crisis, persistent hunger is a symptom of the country's wider inequality. She says for decades, wages have lagged, especially for

those without a college degree, while costs for housing, health care and education grew exponentially.

FITZGERALD: You know, 30, 40 years ago, it was really an emergency food system for people who really had no other option. And today, we're seeing a lot of folks that are kind of budgeting in charitable food into their monthly budget. And when that is happening in this country, something is fundamentally wrong because a lot of these folks are working.

EVERETT JONES: Come right on in.

LUDDEN: Everett Jones is retired after a career as a traveling stagehand. He and his wife live in subsidized senior housing in Virginia Beach and get food stamps. And still, for years, he says, food donations have been an absolute necessity. Now inflation means painful choices.

JONES: It's affected me pretty grievously. The gas prices are so high that I have to cancel doctor's appointments that I just - they're too far away.

LUDDEN: He's put off physical therapy for his bum knee, allergy shots, even a cardiology follow-up after he was hospitalized with a heart problem. Jones says he can hardly afford batteries for his hearing aids.

JONES: It's a lot of stress, a lot of worry, a lot of self-denial of things that we should not have to deny ourselves.

LUDDEN: Jones jokes he may get a horse and buggy to save on gas. But if prices stay this high for a lot longer, he truly doesn't know what else he'll be able to do without.

Jennifer Ludden, NPR News, Norfolk.

(SOUNDBITE OF THE POETS OF RHYTHM SONG, "SMILIN' (WHILE YOU'RE CRYING)")

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BRIGGS EQUIPMENT
 16500 NW 54TH AVE
 MIAMI Florida 33014
 Phone: 305-624-1511



MODEL: E50XN

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	ST PETE FREE CLINIC		
ADDRESS	3115 44TH AVE N Saint Petersburg Florida 33714		
SHIP-TO ADDRESS	3115 44TH AVE N Saint Petersburg Florida 33714		
CONTACT NAME	MARIO DA SILVA		
PHONE	863 529 3961	SHIPPING CUSTOMER	MARIO DA SILVA

PROPOSED BY	Anita Campbell	TITLE	Account Manager
PHONE	813 326 0871	EMAIL	anita.campbell@briggsequipment.com

DATE	2022-07-26	QUOTE EXPIRATION	2022-08-25
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BRIGGS EQUIPMENT
 16500 NW 54TH AVE
 MIAMI Florida 33014
 Phone: 305-624-1511



Quoted Model: E50XN Available Features

Hyster® E50XN - Counterbalanced Sit-Down Electric Rider Lift Truck - 5,000 lb. Nominal Capacity @ 24" Load Center

Proposal Summary

Included Items	Description	Quantity
Model	Hyster® E50XN - Counterbalanced Sit-Down Electric Rider Lift Truck - 5,000 lb. Nominal Capacity @ 24" Load Center	1
Construction	36 Volt Key Switch Start Standard Construction - Operating Temperatures +32° F to +120° F Standard Performance UL Classification Type "E"	
Battery Compartment	Battery Charging System - Conventional - Includes Single Battery Connector Under the Hood Battery Compartment - 27.6" Long x 39.1" Wide x 23.9" High (700mm x 992mm x 607mm) Battery Removal without Rollers - Lift Out	
Mast	4 Stage Full Free Lift Mast - Class II - 252" (6404mm) Maximum Lift Height - 88" (2235mm) Overall Lowered Height - 65" (1655mm) Free Lift Height without Load Backrest - 301" (7627mm) Overall Extended Height with Load Backrest Mast Tilt - 5° Forward / 4° Back	
Carriages & Attachments	38.5" (977mm) Wide - Class II - Hook Type Integral Sideshift Carriage 48" (1220mm) High Load Backrest Extension	
Forks	42" Long x 1.6" Thick x 3.9" Wide (1067mm x 40mm x 100mm) - Class II Hook Type - Standard Taper Forks	



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Hydraulics	3 Function (1 Auxiliary) Hydraulic Control Valve Mechanical Lever Hydraulic Controls - Seat Side
Hoses	1 Auxiliary Function Hose Group - 2 Hoses Internally Mounted
Wheels & Tires	Drive Tires - 21 x 7 x 15 - Cushion - Standard Compound - Smooth Tread - Wide Tread Width - 48.9" (1242mm) Overall Width Steer Tires - 16 x 5 x 10.5 - Cushion - Standard Compound - Smooth Tread
Operator Compartment	88.5" (2248mm) Overhead Guard - Grid Style Display - High Mount - Mounted in Upper Right Corner of Overhead Guard Rear Drive Handle with Horn Button
Directional Control	MONOTROL® Directional Control Pedal On Demand Hydrostatic Power Assist Steering Park Brake - Manual - Foot Applied / Hand Released Steering Wheel with Spinner Knob Tilt Steering Column - Infinitely Adjustable within a 26 Degree Range - Gas-Spring Assisted
Seat	Non-Suspension Vinyl Seat Seat Belt - Black - No-Cinch with ELR (Emergency Locking Retractor)
Lights & Alarms	Amber Strobe Light - Ignition Activated Audible Alarm - Reverse Direction Activated - Factory Set to 87 dB(A) - Manually Adjustable to 87, 97 or 102 dB(A) DC to DC Converter - Primary - For Factory Installed Options - 25 amps/300 watts @ 12 volts Work Lights - Halogen Glass Lens - 2 Front and 1 Rear - Rear Combination Lights - LED - 2 Brake / Tail / Back-up



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Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months/ 6,000 Hours Manufacturer's Powertrain Warranty	
Literature & Nameplate	English Literature Pack and Labels	
Battery & Charger Accessories	Battery Connector - Grey SB® 350	
	Lead Acid Battery Power -- Truck Configured to Operate on Lead Acid Battery Power	
Battery	Crown lead acid 36VDC 935ah w/single point watering system, light & nozzle	
Charger	Ecotec 208/240/480VAC 3 phase (input 36VDC 140 amps output conventional)	
Literature & Nameplate	English Literature Pack and Labels	
INCLUDED OPTIONS:	iForks 32 NTEP two (2) battery packs installed Warranty one (1) year/ 3 months on the batteries	\$4,274.74



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 Phone: 305-624-1511



Total Investment

Price E50XN	\$58,788.00	Qty: 1
Quoted Quantity	1	TOTAL: \$58,788.00

Lead time: App. 52 weeks

FAIR MARKET VALUE (you would turn the unit in at the end of the term)

- 12 months \$2,752.52 per month/per unit _____
- 24 months \$1,485.75 per month/per unit _____
- 36 months \$1,088.43 per month/per unit _____
- 48 months \$ 919.19 per month/per unit _____
- 60 months \$ 820.73 per month/per unit _____

\$1 Buy out

- 12 months \$5,114.60 per month/per unit _____
- 24 months \$2,585.75 per month/per unit _____
- 36 months \$1,769.74 per month/per unit _____
- 48 months \$ 919.19 per month/per unit _____
- 60 months \$1,117.11 per month/per unit _____

Due to inflationary and economic pressure, pricing is subject to change on all equipment prior to delivery.

Factory Maintenance Plan

Yes, I accept the terms on the attached maintenance agreement. _____

No, I do not accept the terms of the attached maintenance agreement. _____

Initial and date your selection please.

Proposal By:	Anita Campbell	Accepted By:	_____

Signature:		Signature:	_____

Date Signed:	_____	Date Accepted:	_____



BRIGGS EQUIPMENT
16500 NW 54TH AVE
MIAMI Florida 33014
Phone: 305-624-1511



PO Number: _____



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MIAMI Florida 33014
Phone: 305-624-1511



Terms and Conditions

ACCEPTANCE

ALL QUOTATIONS ARE SUBJECT TO PROMPT ACCEPTANCE AND TRANSMITTAL OF ORDER. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE UNLESS OTHERWISE STATED. CONTRACTS AND AGREEMENTS ARE NOT VALID UNLESS APPROVED AND ACCEPTED IN WRITING IN THE EXECUTIVE OFFICE IN DALLAS, TEXAS OR IN A BRANCH OFFICE LOCATED WITHIN THE STATE OF TEXAS. HOWEVER, ALL CONTRACTS SHALL BE DEEMED TO HAVE BEEN EXECUTED IN DALLAS COUNTY, TEXAS.

DELAYS

DELIVERIES UNDER ALL CONTRACTS AND AGREEMENTS ARE CONTINGENT UPON ACTS OF PROVIDENCE, STRIKES, ACCIDENTS, GOVERNMENTAL PRIORITY REGULATIONS AND OTHER CAUSES OF DELAY BEYOND THE SELLER'S CONTROL, AND IN NO EVENT WILL THE SELLER BE LIABLE FOR CONSEQUENTIAL DELAYS OR LOSSES.

CANCELLATIONS

ORDERS CANNOT BE SCHEDULED, CANCELLED, SPECIFICATIONS CHANGED OR GOODS RETURNED WITHOUT SELLER'S PRIOR PERMISSION. ACCEPTANCE IS CONDITIONAL UPON REIMBURSEMENT FOR CONSEQUENTIAL LOSS TO THE SELLER AND APPLICABLE RESTOCKING FEES. SPECIAL OR CUSTOM ORDERS CANNOT BE CANCELLED.

DELIVERIES

PROMISES OF DELIVERY ARE GIVEN AS ACCURATELY AS CONDITIONS WILL PERMIT, BUT DUE TO SHIPPING AND MANUFACTURING CONTINGENCIES, SELLER CANNOT GUARANTEE TO ACCOMPLISH SHIPMENTS ON DATE OR DATES MENTIONED. NOTWITHSTANDING THE FOREGOING, PURCHASER MUST TAKE DELIVERY OF GOODS WITHIN 30 DAYS OF THE LATER OF (A) THE PROMISED DELIVERY DATE; OR (B) SELLER PROVIDES NOTICE TO PURCHASER THAT THE GOODS ARE AVAILABLE FOR DELIVERY. IF PURCHASER THEREAFTER FAILS TO TAKE DELIVERY, PURCHASER WILL BE INVOICED FOR THE GOODS AND APPLICABLE STORAGE CHARGES FOR UP TO 90 DAYS, AFTER WHICH SELLER MAY DEEM THE GOODS ABANDONED OR EXERCISE ANY OTHER RIGHT OR REMEDY AVAILABLE TO IT UNDER LAW.

WARRANTIES

THE SELLER'S LIABILITY IS LIMITED TO MAKING GOOD DEFECTS IN WORKMANSHIP OR MATERIAL UNDER THE MANUFACTURER'S WARRANTY AND SHALL NOT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE ITEM. THE SELLER IN NO EVENT SHALL BE LIABLE FOR DAMAGES TO PERSONS OR PROPERTY ARISING OUT OF THE USE OF ITEMS SOLD. THIS WARRANTY SUPERSEDES ALL PRIOR ASSURANCES, WRITTEN OR ORAL MADE BY THE SELLER, ITS AGENTS OR REPRESENTATIVES.

PERFORMANCES

INFORMATION PROVIDED CONCERNING PERFORMANCE OF EQUIPMENT LISTED HEREON ARE ENGINEERING ESTIMATES ONLY AND NO GUARANTEE TO MEET SUCH SPECIFICATIONS IS TO BE IMPLIED.

CONFIDENTIAL INFORMATION

THIS PROPOSAL AS WELL AS ALL INFORMATION THEREIN, INCLUDING PRINTS, BROCHURES, ETC., ARE CONFIDENTIAL AND INTENDED ONLY FOR THE PURCHASER'S USE AND ARE NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE SELLER.

TERMS OF SALE

UNLESS OTHERWISE SPECIFICALLY STATED, TERMS ARE NET. 10 DAYS FROM THE DATE OF INVOICE. F.O.B. FACTORY, SALES OR USE TAXES, ANY TYPE OF PROPERTY TAX OR ANY MANUFACTURER'S OR OTHER EXCISE TAX LEVIED BY FEDERAL, STATE OR MUNICIPAL GOVERNMENT OR ANY SUB-DIVISION THEREOF, ARE THE LIABILITY OF THE PURCHASER AND IF PAID BY THE SELLER ARE RECHARGEABLE TO THE PURCHASER. ALL SALES SUBJECT TO THE APPROVAL OF OUR CREDIT DEPARTMENT. THIS AND ALL SUBSEQUENT PURCHASES ARE PAYABLE IN DALLAS, DALLAS COUNTY, Quote Number: 2022-834645



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Phone: 305-624-1511



TEXAS. THE SELLER RESERVES THE RIGHT TO CANCEL THIS CONTRACT UPON (1) BREACH OF CONTRACT BY THE PURCHASER (2) FAILURE BY PURCHASER TO MAKE PAYMENTS AS REQUIRED AND (3) UPON INSOLVENCY OR BANKRUPTCY OF THE PURCHASE THE SELLER MAY REQUIRE ADVANCE PAYMENT FOR SECURITY OR MAY CANCEL AN ORDER IF THE SELLER, IN GOOD FAITH, DOUBTS THE PURCHASER'S ABILITY TO PAY GENERAL

NO TERMS CONTAINED IN THE PURCHASER'S PURCHASE ORDER, SHIPPING REQUEST, OR OTHER COMMUNICATIONS SHALL VARY. THE TERMS OF THE AGREEMENT, EXPRESSED HEREIN, WHETHER OR NOT SHIPMENT OF THE GOODS FOLLOWED RECEIPT OF SUCH PURCHASE ORDER OF OTHER COMMUNICATIONS.



BRIGGS EQUIPMENT
 2230 US-301
 TAMPA Florida 33619
 Phone: 813-621-4671



MODEL: GC050VX

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	ST PETE FREE CLINIC		
ADDRESS	3115 44TH AVE N Saint Petersburg Florida 33714		
SHIP-TO ADDRESS	3115 44TH AVE N Saint Petersburg Florida 33714		
CONTACT NAME	MARIO DA SILVA		
PHONE	863 529 3961	SHIPPING CUSTOMER	MARIO DA SILVA

PROPOSED BY	Anita Campbell	TITLE	Account Manager
PHONE	813 326 0871	EMAIL	anita.campbell@briggsequipment.com

DATE	2022-07-21	QUOTE EXPIRATION	2022-08-20
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BRIGGS EQUIPMENT
 2230 US-301
 TAMPA Florida 33619
 Phone: 813-621-4671



Quoted Model: GC050VX Available Features

Yale® VERACITOR® GC050VX Lift Truck - 5,000 lb Nominal Capacity, Class IV

Proposal Summary

Included Items	Description	Quantity
Model	Yale® VERACITOR® GC050VX Lift Truck - 5,000 lb Nominal Capacity, Class IV	1
Powertrain	Brakes - Self Energizing Drum	
	Electronically Controlled Powershift 1-Speed Transmission	
	Engine - PSI 2.4L LPG	
Powertrain Options	33.5 lb Aluminum LPG Fuel Tank with Auxiliary Fill Valve	
	Anti-Clog Radiator	
	High Air Intake	
	Keyswitch Start	
	Pressure Sensing Low LPG Fuel Indicator	
	Single Pedal Inch/Brake Arrangement	
	Swing Out LPG Tank Bracket	
	UL Label - Classification Type LP	
Powertrain Accessories	System Monitoring	
Mast	4 Stage Full Free Lift Mast - Class II - 252" (6404mm) Maximum Lift Height - 88" (2235mm) Overall Lowered Height - 65" (1655mm) Free Lift Height without Load Backrest - 301" (7627mm) Overall Extended Height with Load Backrest	
	Mast Tilt - 5° Forward / 4° Back	



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Carriages & Attachments	38.5" (977mm) Wide - Class II - Hook Type Integral Sideshift Carriage 48" (1220mm) High Load Backrest Extension
Forks	42" L- Class II Hook Type – iForks 32 NTEP two (2) battery packs Warranty one (1) year/ 3 months on the batteries
Hydraulics	3 Function (1 Auxiliary) Hydraulic Control Valve Mechanical Lever Hydraulic Controls - Cowl Mounted
Hoses	3 Function Hose Group (1 Auxiliary) (SPED)
Wheels & Tires	Drive Tires - 21 x 7 x 15 - Cushion - Standard Compound - Smooth Tread - Wide Tread Width Steer Tires - 16 x 5 x 10.5 - Cushion - Standard Compound - Smooth Tread
Operator Compartment	84" (2128mm) Overhead Guard - Grid Style Rear Drive Handle with Horn Button
Directional Control	Directional Control Lever - Mounted on Left Side of Steering Column Steering Wheel with Spinner Knob
Seat	Non-Suspension Vinyl Seat Seat Belt - Black - No-Cinch with ELR (Emergency Locking Retractor)
Chassis Options	Fully Enclosed Hood and Side Panels - Non-Vented
Lights & Alarms	Amber Strobe Light - Ignition Activated Work Lights - Halogen Glass Lens - 2 Front and 1 Rear - Rear Combination Lights - LED - 2 Brake / Tail / Back-up
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty; please see full Warranty Statement for additional details.



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Literature & Nameplate

English Literature Pack and Labels

INCLUDED OPTIONS:

iForks 32 NTEP two (2) battery packs installed
Warranty one (1) year/ 3 months on the batteries

\$4,274.74



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 Phone: 813-621-4671



Total Investment

Price GC050VX	\$47,774.74	Qty: 1
		TOTAL: \$47,774.74

Lead time app. 95 weeks

FAIR MARKET VALUE (you would turn the unit in at the end of the term)

- 12 months \$2,044.99 per month/per unit X _____
- 24 months \$1,131.61 per month/per unit X _____
- 36 months \$ 677.39 per month/per unit X _____
- 48 months \$ 847.48 per month/per unit X _____
- 60 months \$ 639.16 per month/per unit X _____

\$1 Buy out

- 12 months \$4,155.63 per month/per unit X _____
- 24 months \$2,101.30 per month/per unit X _____
- 36 months \$1,437.74 per month/per unit X _____
- 48 months \$1,105.74 per month/per unit X _____
- 60 months \$ 907.11 per month/per unit X _____

Due to inflationary and economic pressure, pricing is subject to change on all equipment prior to delivery

Maintenance Plan

Yes, I accept the terms on the attached maintenance agreement.

No, I do not accept the terms of the attached maintenance agreement.

Proposal By:	Anita Campbell	Accepted By:	_____
Signature:	_____	Signature:	_____
Date Signed:	_____	Date Accepted:	_____



BRIGGS EQUIPMENT
2230 US-301
TAMPA Florida 33619
Phone: 813-621-4671



PO Number: _____



BRIGGS EQUIPMENT
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TAMPA Florida 33619
Phone: 813-621-4671



Terms and Conditions

TERMS AND CONDITIONS

ACCEPTANCE

All quotations are subject to prompt acceptance and transmittal of order. Prices are subject to change without notice unless otherwise stated. Contract and agreements are not valid unless approved and accepted in writing in the corporate office in Tampa, FL. However, all contracts shall be deemed to have been executed in Florida.

DELIVERIES

Promises of delivery are given as accurately as conditions will permit, but seller does not guarantee to accomplish shipments on date or dates mentioned.

DELAYS

Deliveries under all contracts and agreements are contingent upon acts of providence, strikes, accidents, governmental priority regulations and other causes of delay beyond the sellers control, and in no event will the seller be liable for consequential delays or losses.

CANCELLATIONS

Orders cannot be scheduled, cancelled, specifications changed or goods returned without sellers prior permission. Acceptance is conditional upon reimbursement for consequential loss to the seller. A 30 percent restocking fee will be charged for any and all cancelled orders.

WARRANTIES

The sellers liability is limited to making good defects in workmanship or material under the manufacturers warranty and shall not exceed the purchase price of the defective item. The seller in no even shall be liable for damages to persons or property arising out of the use of items sold. This warranty supersedes all prior assurances, written or oral made by the seller, its agents or representatives.

PERFORMANCES

Information provided concerning performance of equipment listed heron are engineering estimates only and no guarantee to meet such specifications is to be implied.

CONFIDENTIAL INFORMATION

This proposal as well as all information therein, including prints, brochures, etc., are confidential and intended only for the purchasers use and are not to be used in any way detrimental to the seller.

TERMS OF SALE

Unless otherwise specifically stated, terms are net on invoice based on the date of invoice. F.O.B. Factory, sales or use taxes, any type of property tax or any manufacturers or other excise tax levied by federal, state or municipal government or any sub-division thereof, are the liability of the purchaser and if paid by the seller are rechargeable to the purchase. All sales are subject to approval of our credit department. This and all subsequent purchases are payable to MacKinnon Equipment and Services located in Tampa, FL. The seller reserves the right to cancel this contract and collect fees as noted in "cancellations" upon:

1. Breach of contract by the purchaser.
2. Failure by purchaser to make payments as required.
3. Insolvency or bankruptcy of the purchaser the seller may require advance payment for security or may cancel an order if the seller, in good faith, doubts the purchasers ability to pay in general.

No terms contained in the purchasers purchase order, shipping request or other communications shall vary the terms and conditions of this agreement, expressed herein, whether or not shipment of the goods followed receipt of such purchase order or any other communication.



MODEL: ESC040AD

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	ST PETE FREE CLINIC		
ADDRESS	3115 44TH AVE N Saint Petersburg Florida 33714		
SHIP-TO ADDRESS	3115 44TH AVE N Saint Petersburg Florida33714		
CONTACT NAME	MARIO DA SILVA		
PHONE	853 529 3961	SHIPPING CUSTOMER	MARIO DA SILVA

PROPOSED BY	Anita Campbell	TITLE	Account Manager
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BRIGGS EQUIPMENT
2230 US-301
TAMPA Florida 33619
Phone: 813-621-4671



PHONE	813 326 0871	EMAIL	anita.campbell@briggsequipment.com
DATE	2022-08-11	QUOTE EXPIRATION	2022-09-10



BRIGGS EQUIPMENT
 2230 US-301
 TAMPA Florida 33619
 Phone: 813-621-4671



Quoted Model: ESC040AD Available Features

Yale® ESC040AD lift truck - 4,000 lb capacity, Class I

Proposal Summary

Included Items	Description	Quantity
Model	Yale® ESC040AD lift truck - 4,000 lb capacity, Class I	1
Construction	36 Volt Key Switch Start Standard Construction - Operating Temperatures +32° F to +120° F UL Classification Type "E"	
Battery Compartment	Battery Compartment - 20.8" Long x 38.6" Wide x 31.1" High (528mm x 980mm x 790mm)	
Mast	4 Stage Full Free Lift Mast - 259" (6578mm) Maximum Lift Height - 90" (2273mm) Overall Lowered Height - 65" (1651mm) Free Lift Height without load backrest - 306" (7772mm) Overall Extended Height with load backrest Mast Tilt - 5° Forward / 5° Back	
Carriages & Attachments	38.5" (977mm) Wide - Class II - Hook Type Integral Sideshifting Carriage 48" (1220mm) High Load Backrest Extension	
Forks	42" Long x 1.5" Thick x 4.0" Wide (1067mm x 38mm x 102mm) - Class II Hook Type - Standard Taper Forks	
Front End Accessories	Reduced Speed Tilt	
Hydraulics	3 Function (1 Auxiliary) Hydraulic Control Valve AC Transistor Controlled Hydraulics	



BRIGGS EQUIPMENT
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 Phone: 813-621-4671



Hoses	1 Auxiliary Function Hose Group - 2 Hoses Internally Mounted
Wheels & Tires	<p>Drive Tires - 18 x 7 x 12.1 - Black Polyurethane (92 Durometer)</p> <p>Steer Tires - 10 x 5 x 6.5 - Polyurethane - Smooth - 92 durometer</p>
Operator Compartment	<p>88" Drive In Rack Overhead Guard (Flat Plate)</p> <p>Energy System: Battery Discharge Indicator set for use with Flooded Cell Battery</p> <p>Multifunctional Display</p> <p>Push-Pull Multi Control Handle (Non-Gated)</p> <p>Smart Ride Floor System</p>
Lights & Alarms	<p>1 Rear Halogen Work Light (Overhead Guard Mounted)</p> <p>12 Volt DC/DC Converter - 25 Amps / 300 Watts</p> <p>Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A)</p> <p>LED Amber Strobe Continuous Operation with Key-On</p>
Warranty	12 Months / No Hour Limit Full Truck Warranty, 36 Months / 6,000 Hours Powertrain Warranty, Lifetime Frame Warranty; please see full Warranty Statement for additional details.
Literature & Nameplate	English Literature Pack and Labels
Fees & Surcharges	<p>Freight</p> <p>Fees & Surcharges</p> <p>Destination Charge</p>

Additional Items or Accessories Included

Description	Quantity
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Phone: 813-621-4671





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 Phone: 813-621-4671



Total Investment

Price ESC040AD	\$58,868.50	Qty: 1
Quoted Quantity	1	TOTAL: \$58,868.50

Lead time app 20 weeks.

FAIR MARKET VALUE (you would turn the unit in at the end of the term)

- 12 months \$792.66 per month/per unit X _____
- 24 months \$707.83 per month/per unit X _____
- 36 months \$730.62 per month/per unit X _____
- 48 months \$730.62 per month/per unit X _____
- 60 months \$821.86 per month/per unit X _____

\$1 Buy out

- 12 months \$5,120.61 per month/per unit X _____
- 24 months \$2,589.24 per month/per unit X _____
- 36 months \$1,770.96 per month/per unit X _____
- 48 months \$1,62.74 per month/per unit X _____
- 60 months \$1,117.74 per month/per unit X _____

Due to inflationary and economic pressure, pricing is subject to change on all equipment prior to delivery.

Maintenance Plan

Yes, I accept the terms on the attached maintenance agreement.

No, I do not accept the terms of the attached maintenance agreement.

Proposal By:	Anita Campbell	Accepted By:	_____
Signature:	_____	Signature:	_____
Date Signed:	_____	Date Accepted:	_____



BRIGGS EQUIPMENT
2230 US-301
TAMPA Florida 33619
Phone: 813-621-4671



PO Number: _____



BRIGGS EQUIPMENT
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Phone: 813-621-4671



Terms and Conditions

TERMS AND CONDITIONS

ACCEPTANCE

All quotations are subject to prompt acceptance and transmittal of order. Prices are subject to change without notice unless otherwise stated. Contract and agreements are not valid unless approved and accepted in writing in the corporate office in Tampa, FL. However, all contracts shall be deemed to have been executed in Florida.

DELIVERIES

Promises of delivery are given as accurately as conditions will permit, but seller does not guarantee to accomplish shipments on date or dates mentioned.

DELAYS

Deliveries under all contracts and agreements are contingent upon acts of providence, strikes, accidents, governmental priority regulations and other causes of delay beyond the sellers control, and in no event will the seller be liable for consequential delays or losses.

CANCELLATIONS

Orders cannot be scheduled, cancelled, specifications changed or goods returned without sellers prior permission. Acceptance is conditional upon reimbursement for consequential loss to the seller. A 30 percent restocking fee will be charged for any and all cancelled orders.

WARRANTIES

The sellers liability is limited to making good defects in workmanship or material under the manufacturers warranty and shall not exceed the purchase price of the defective item. The seller in no even shall be liable for damages to persons or property arising out of the use of items sold. This warranty supersedes all prior assurances, written or oral made by the seller, its agents or representatives.

PERFORMANCES

Information provided concerning performance of equipment listed heron are engineering estimates only and no guarantee to meet such specifications is to be implied.

CONFIDENTIAL INFORMATION

This proposal as well as all information therein, including prints, brochures, etc., are confidential and intended only for the purchasers use and are not to be used in any way detrimental to the seller.

TERMS OF SALE

Unless otherwise specifically stated, terms are net on invoice based on the date of invoice. F.O.B. Factory, sales or use taxes, any type of property tax or any manufacturers or other excise tax levied by federal, state or municipal government or any sub-division thereof, are the liability of the purchaser and if paid by the seller are rechargeable to the purchase. All sales are subject to approval of our credit department. This and all subsequent purchases are payable to MacKinnon Equipment and Services located in Tampa, FL. The seller reserves the right to cancel this contract and collect fees as noted in "cancellations" upon:

1. Breach of contract by the purchaser.
2. Failure by purchaser to make payments as required.
3. Insolvency or bankruptcy of the purchaser the seller may require advance payment for security or may cancel an order if the seller, in good faith, doubts the purchasers ability to pay in general.

No terms contained in the purchasers purchase order, shipping request or other communications shall vary the terms and conditions of this agreement, expressed herein, whether or not shipment of the goods followed receipt of such purchase order or any other communication.



MAXIMIZE YOUR INVESTMENT

Lower your energy costs and maximize the life of your battery with efficient and reliable high-frequency modular charging. V-HFM Series Chargers are capable of accommodating conventional, opportunity and fast charging requirements, delivering flexible solutions for nearly any battery-charging need.



Discover the difference:

Efficiency



An average efficiency of 93% over the entire charge cycle reduces amp draw and lowers your costs. Better efficiency is better for the environment.

Intelligent Control



The Charger's onboard intelligence allows monitoring of performance and battery condition. An optional monitoring device installed on each battery allows the charger to read the cell voltage and battery temperature accurately to equalize when needed and minimize battery-damaging heat to prevent deterioration.

Compact



Offering a lightweight design that allows easy one-person installation, this charger occupies approximately 67 percent less space than the typical charger cabinet.

Flexible / Versatile



Capable of conventional, opportunity or fast charging batteries of almost any size, this charger series can be changed or expanded to accommodate future charging needs.

Reliable Redundant



A redundant back-up feature along with plug-and-play functionality allows for easier service and reliable performance using proven charging technology.

We have what you need to make the most of your battery
– efficiently and dependably.

For more details, contact your local Crown dealer or visit crown.com.





POWER UP WITH VERSATILITY



Keep your forklift fleet moving with the smart, versatile and scalable V-HFM³ Series charger. The V-HFM³ can do the work of multiple chargers for a range of battery voltages and battery types including lead-acid or lithium-ion. It's the charger that delivers a powerful, efficient return on investment.

Discover the difference:

Efficiency

97%

In a small, stackable footprint, the V-HFM³ packs more efficiency – up to 97% -- than many other high frequency chargers. Intelligent design helps reduce charge time and energy costs.

Intelligent Control



When auto-voltage sensing is enabled, the charger identifies batteries upon connection to apply the correct charging profile, from 24 to 96 volts. Displays with easy-to-read color LED indicators continually update charging status, cooling time, equalizing and watering needs – for easy, safe and reliable charging.

Flexibility



Charge virtually any lift truck battery in your fleet, whether lead-acid or lithium-ion, with conventional, opportunity and fast charging methods. Add a module to an available slot to easily scale up for growing application demands.

Connectivity



Options for remote monitoring and diagnostics with the optional battery monitoring device (BMID), provides access to important battery and charger state of health.

Crown Service Support



Call on our responsive network of service technicians and motive power specialists to provide product support and consulting services that help reduce your downtime and raise your productivity.

V-HFM³ Series Chargers, a key part of Crown's total motive power solutions.

To learn more, contact your local Crown dealer or visit crown.com.





A WINNING POWER COMBINATION

A time-proven, affordable power source, lead-acid batteries – matched with the right Crown lift trucks and V-Force high-frequency chargers – keep all light- and heavy-duty cycle applications running with dependable productivity. Crown service provides an extra boost of power to help keep fleets on the go.



Discover how V-Force Lead-Acid Batteries provide reliable, power across a range of duty cycles:

Proven Technology



Lead-acid batteries continue to be a tried and true, cost-effective source of lift truck power for a wide range of material handling applications, from single to multi-shift.

Multiple Solutions



Crown offers a choice of traditional flat plate lead-acid or tubular lead-acid batteries, along with a selection of chargers, to fit specific duty cycles, maintenance requirements and material handling needs.

Total Solutions Provider



Work with a Crown representative to find the right integrated solution – lift truck, battery and charger – to deliver the performance and efficiency needed for your material handling application and fleet.

Accessories & Supplies



Crown also offers a wide range of battery and charger accessories, including battery connectors, watering accessories, battery acid indicators, monitoring devices, service tools, and charger stands and cords.

Long-Term Crown Support



You can count on the Crown network of trained technicians to service your forklifts and V-Force batteries and chargers to avoid unplanned downtime and increase productivity.

Choose **Crown's V-Force Lead-Acid Batteries** for dependable power and productivity in your forklift fleet.

Contact your local Crown dealer or visit crown.com.





A BREAKTHROUGH IN BATTERY POWER

V-Force® Integrated Lithium-Ion System

Compared to lead-acid batteries, lithium-ion systems deliver game-changing advances that can result in lower costs, improved efficiency and productivity. Coupled with the value of Crown support, the V-Force Integrated Lithium-Ion System packs a powerful punch.



Discover how V-Force Lithium-Ion Technology is ushering in the next generation of forklift power:

No Battery Swapping



Convenient opportunity charging without the risk of battery damage eliminates the need for battery changes or special battery rooms. Lateral charge ports on the lift truck provide easy accessibility and facilitate a secure charging connection.

Longer Life and Lower Costs



Lithium-ion batteries can undergo considerably more charge/discharge cycles before their capacity is significantly reduced. Lithium-ion technology can save substantial time and money through increased efficiency, superior productivity and a lower total cost of ownership.

Safer to Charge and Operate



Lithium-ion battery packs are sealed units with no battery watering requirements. Zero emissions during charging means no gassing, avoiding employee exposure to harmful acids and vapors.

Integrated and Energy Efficient



Full operational integration of the components and software offer a reliable solution. Our battery management system helps protect battery life and optimize performance. The energy efficiency of lithium-ion technology can reduce your carbon footprint.

Crown-backed Service



Your Crown service technician is trained to service your forklifts and our entire V-Force system of batteries and chargers. Our nationwide network of convenient service locations will keep your fleet moving.

Choose Crown's V-Force Integrated Lithium-Ion System for breakthrough power and productivity in your forklift fleet.

Contact your local Crown dealer today or visit crown.com.



SC SERIES

THE **MULTIPURPOSE**
WORKHORSE

Crown's SC 5700 Series three-wheel counterbalance truck gives you the power, maneuverability and dependability to do virtually any task – shift after shift, year after year.

Discover how the SC 5700 Series can give your business the advantage:



**Ultimate
Maneuverability**



With one of the shortest 3-wheel sit-down forklift in the industry, you can expect to work productively in tighter spaces and narrower aisles.

**Intrinsic
Stability System**



The proactive stability approach built into the SC 5700 Series inspires greater operator confidence.

I-Beam Mast



Crown's I-beam mast has been refined to provide smoother staging resulting in a reduction in noise and steadier load handling. This compact mast design provides exceptional stiffness, torsional resistance and enhanced visibility.

e-GEN® Braking



Practically eliminate maintenance costs with Crown's frictionless e-GEN braking system that extends operating time and delivers long lasting reliability.

**Comfort
and Control**



The SC 5700 Series is designed and manufactured to provide operator comfort and precise load positioning for improved productivity.

Give yourself the **ADVANTAGE** with the **Crown SC 5700 Series** and let this workhorse perform for you.

Contact your local Crown dealer or visit crown.com.





Crown Lift Trucks - Tampa
4683 Oak Fair Blvd.
Tampa, FL 33610
813-628-5500
crown.com

Quotation
08/17/2022
Quote No. 416736
The St. Pete Free Clinic

Features and Options

SC5725-35 3,500 lb. Capacity, 36 Volt, Sit-Down Rider Lift Truck

Mfg. Standard for Destination	ANSI
Power Source	Standard Lead Acid Battery
Mast Type	TT
Lift Height	241"/6120mm
Collapsed Height	100.0
Tilt Options	5 Deg Forward Tilt
Environmental Package	Freezer Conditioning
Cold Conditioning Oil	50% Freezer Hydraulic Oil Mix
Overhead Guard Height	78.5"/1995mm
Sideshifter	Crown Integral Sideshifter 38" Wide
Accessory Hydraulics	Single Accessory Hydraulic
Hydraulic Controls	Manual Control - STD Levers
3rd Lever (w/ Single or Double Function Hydraulics)	Sideshift Symbol in Lever
Accessory Hydraulic Flow Rates	3.0 GPM
1st Accessory	
Fork Carriages	38"/965mm Wide
Fork Type	Partial Tapered Forks
Fork Length	42"/1065mm
Fork Size	1.8" x 4" / 45mm x 100mm
Load Backrest Size	39" x 48"/990mm x 1220mm (WxH)
Battery Compartment Size	Compartment 21
Battery Spacer Code	Code 17 - 20.63" x 39.13" / 524.00mm x 993.90mm
Battery Removal Options	Lift-out
Battery Connector Type	SB350
Battery Connector Color	Gray
Seat Option	FlexSeat™ Vinyl
Seatbelt	High Visibility Orange Seatbelt
Directional Controls	Left Side of Steering Column
Extended Steering Column	Extended Steering Column
Steering Wheel Option	13" Steering Wheel
B-post Handle with Horn Button	Right Rear Handle with Horn
Drive Tire Options	Smooth Rubber
Steer Tire Options	Smooth Rubber
Rear View Mirror	Plastic Rear View Mirror
Front Worklights and Position	Mast Mounted
Front Worklights Type	LED
Worklight Switch	Panel Switch - Front Lights



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Flashing Lights
Travel Alarm
Dock Performance Package
Orange Storage Pocket
Paint Color
Language on Decals

Amber LED
Smart (Reverse Only)
Traction Motor Cooling Fan
Yes
Crown Beige/Gray Paint Colors
US English

Surcharges and Warranties:

Commodity Surcharge
Warranty

Commodity Surcharges
Standard - One Year/Unlimited Hours



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Battery and Charger Specifications

Battery Information

Manufacturer	Crown
Model Number	SC5725
Type	VForce TubularLM
Order Code	18-90VTA-17
Model Number	SC5725 VForce TubularLM (18-90VTA-17)
Amp Hour Capacity	720
KWH Rating	25.14
Weight	1926
Compartment Size	38.21" X 19.92" X 22.63"
Battery Connector Type	SB350
Battery Connector Color	Gray
Battery Cable Position	A
Battery Cable Length	13"/330mm

Charger Information

Manufacturer	Crown
Model Number	FS3-MP336-2
Charger Type	Lead Acid
Charger Type	36
Line Voltage	480v
Phase	3
Conventional AH	300-750
Charger Connector Type	SB350
Charger Connector Color	Gray



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Pricing Information

Quantity	Products	Price Each	Extended
1	SC5725-35	\$33,368.50	\$33,368.50
1	Batteries	\$6,200.00	\$6,200.00
1	Chargers	\$2,200.00	\$2,200.00
	Total Package Price:		\$ 41,768.50
	(Tax not included in price)		

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Prices quoted are based upon quantities specified above.
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Above prices are subject to all state and local taxes.
FOB: Delivered
Terms: Net 10 DAYS.

Crown Lift Trucks

Jerry Bowman

Terry Bowman
 Account Manager

The St. Pete Free Clinic

By _____

Title _____

Date _____



MAKE EVERY CONNECTION COUNT

Crown's InfoLink® Operator and Fleet Management System opens a world of data that matters most, enabling you to:

- Promote and manage safety
- Uncover hidden risk
- Find cost-savings
- Reinforce training
- Empower operators and managers
- Accelerate improvement

InfoLink wirelessly connects your entire fleet, capturing critical operator and lift truck data to provide valuable insights about your operation. Real time alerts, intuitive dashboards and detailed reports provide the information you need, when and how you need it, to make data-driven decisions. With InfoLink, it's easy to define benchmarks and measure results for continued progress in improving safety, reducing expenses and increasing productivity.



7" Touch Shown

Learn how InfoLink can give your business the Crown Advantage:

Improve Productivity



Understand actual productivity levels and where improvements can be made: processes, operators, infrastructure.

Promote Safety Compliance



Operator certification and customizable inspection checklists help to prevent unauthorized use of equipment and ensure compliance.

Increase Lift Truck Uptime



Schedule planned maintenance based on actual usage to improve uptime.

Enhance Asset Management



Visibility of equipment utilization allows for proper allocation and elimination of unneeded rentals and leases.

Reduce Damage Expense



Reduce lift truck, facility and product damage with impact monitoring that enables timely feedback and operator coaching.

InfoLink - Connect to the information that matters.

Contact your local Crown dealer or visit crown.com.



TERMS AND CONDITIONS OF SALE

1. **Compliance.** The buyer ("Buyer") identified on the applicable Crown Equipment Corporation ("Crown") quotation ("Quotation") hereby acknowledges and agrees to comply with applicable laws and regulations in performance of its obligations under these terms and conditions of sale ("Terms and Conditions"). Such applicable laws and regulations include but are not limited to those governing the use, maintenance, operation, recycling, and disposal of products, materials and equipment, such as those governing employers of operators of lift trucks, set forth in the applicable OSHA regulations (see Section 1910.178). Crown will provide a copy of the OSHA regulations upon written request.
2. **Operator Training.** Buyer understands that OSHA requires that operators of its lift trucks be trained, evaluated and certified as competent to safely operate the particular model truck used in the performance of the job. Buyer understands this obligation and will only permit properly trained and certified operators to use lift trucks. At Buyer's request, Crown will provide information on the training material and resources available through its Training Department.
3. **General.** The Quotation and these Terms and Conditions shall be the complete and exclusive terms and conditions applicable to the agreement between Crown and Buyer. Upon signing the Quotation or issuing a purchase order or the like, Buyer accepts the Quotation and these Terms and Conditions. In the absence of written acceptance or the issuance of a purchase order or the like, payment for the equipment shall constitute Buyer's acceptance of these Terms and Conditions. Crown shall not be bound by Buyer's terms and conditions unless expressly agreed to in writing. Any different or additional terms or conditions in any order, proposal, acknowledgment form, or any other document of Buyer are hereby deemed material alterations and are null and void and superseded by the Quotation and these Terms and Conditions.
4. **Price.** Prices as quoted are in U.S. dollars and are firm for the period of time set forth in the Quotation. Thereafter, they are subject to change without notice to the prices prevailing at time of acceptance. Prices are F.O.B. carrier's equipment at Crown's factory and are exclusive of all taxes—federal, state or local. If Crown is required to pay or collect any tax or duty owed by Buyer, such payment or collection shall be added to the price. If there is a delay in completion or shipment of order, due to any change requested by Buyer, or as a result of any delay on Buyer's part in furnishing information necessary for completion of the order, the price initially agreed upon at time of acceptance is subject to change.
5. **Surcharges.** Notwithstanding anything in the Quotation, these Terms and Conditions, or any related materials to the contrary, Crown reserves the right, at the time of order and/or at any time before starting production, to charge Buyer a surcharge on each unit of equipment ordered by Buyer, to cover increased commodity costs, duties, tariffs or other related items, in each case, which have impacted Crown. Buyer shall provide Crown written notice if Buyer objects to the surcharge, at which time Crown or Buyer shall be permitted to cancel the order; provided that Buyer's failure to provide written notice of cancellation within five (5) business days of being informed of the surcharge shall constitute Buyer's acceptance of the surcharge.
6. **Delivery Date.** The promised delivery date is the best estimate possible, based upon current and anticipated factory loads, of when the equipment will be shipped. Crown shall have no liability for lost profits or incidental or consequential damage due to delays. If any contingency beyond the control of Crown occurs that prevents Crown from shipping the equipment on time, Crown may allocate production and delivery among Crown's customers without liability.
7. **Payment.** Payment shall be net 10 days date of shipment unless otherwise agreed to in writing. Production, shipment, and delivery shall at all times be subject to the approval of Crown's credit department. Crown reserves the right at any time to modify or withdraw credit terms without notice and to require guarantees, security, or payment in advance of the amount of the credit involved. If Crown at any time doubts Buyer's financial responsibility, Crown may decline to make shipments hereunder except upon cash payment in advance or receipt of security or other proof of responsibility satisfactory to Crown.
8. **Title.** Title to all equipment shall remain in Crown until the complete purchase price and all additional costs and charges, as adjusted, are paid by Buyer. Crown shall retain a security interest in, and right to repossess, any such equipment until it is paid in full. Risk of loss shall pass to Buyer upon delivery to Carrier.
9. **Changes.** Any change order by Buyer will not be considered effective until mutual agreement has been reached between the Buyer and Crown as to the effect of any changes in prices, delivery, and other conditions of the order.
10. **Inspection and Notice of Defect.** Unless otherwise specified, the equipment to be furnished hereunder shall be subject to Crown's standard inspection at the place of manufacture. If inspection by the Buyer at the place of manufacture is provided for, Buyer's inspectors shall be deemed agents of Buyer to accept the equipment on Buyer's behalf regardless of deviation from formal specifications. Notice of any defects or claims of any nature (except warranty) must be made within 30 days of delivery.
11. **Returns.** Returns will not be accepted for any reason without Crown's prior written authorization. If Crown does provide written authorization of a return, Buyer shall be responsible for paying all return shipping costs, as well as any handling, restocking and related fees associated with the return, as determined by Crown in its sole discretion.
12. **Warranty by Crown.** The manufacturer's standard published warranties in effect at the time of shipment for the particular equipment shall apply. NOTWITHSTANDING ANYTHING IN THE QUOTATION, THESE TERMS AND CONDITIONS, OR ANY RELATED MATERIALS TO THE CONTRARY, THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
13. **Limitation of Liability.** In the event Buyer claims that Crown has breached any of its obligations, whether in warranty or otherwise, Crown may request and require return of the equipment and refund the Buyer's purchase price upon Crown's receipt of the returned equipment. If Crown so requests the return of the equipment, the equipment shall be redelivered per Crown's instructions at Crown's expense. In such event, Crown shall absolutely have no further obligation to Buyer except to refund the purchase price. THE REMEDY PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST CROWN FOR BREACH OF ANY OF CROWN'S OBLIGATIONS.
- NOTWITHSTANDING ANY OTHER PROVISION IN THE QUOTATION, THESE TERMS AND CONDITIONS, OR ANY RELATED MATERIALS, IN NO EVENT SHALL CROWN BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES, NOR SHALL CROWN'S LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THE MANUFACTURE, SALE, DELIVERY, OR USE OF THE EQUIPMENT, OR OTHERWISE, EXCEED THE PURCHASE PRICE THEREOF. THE REMEDIES AND LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY TO ALL CLAIMS AND DAMAGES, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH CLAIMS AND/OR DAMAGES WERE FORESEEABLE.
14. **Proprietary Information—Confidentiality.** Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Crown furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth herein. Crown shall at all times retain title to all such documents, and Buyer shall not disclose such to any third party without Crown's prior written consent. Upon Crown's request, Buyer shall promptly return to Crown all such documents and copies thereof.
15. **Termination.** Crown may terminate upon immediate written notice to Buyer on the happening of any of the following events: (a) Failure of Buyer to accept delivery of equipment or to pay any indebtedness to Crown when due, accompanied by a failure within ten (10) days after demand therefor, to fully pay the same or provide assurance of payment satisfactory to Crown; (b) Failure by Buyer to honor any promise on Buyer's part or to perform any of its obligations, other than the payment of any indebtedness to Crown, after Buyer shall have been notified by Crown of such failure and in Crown's opinion shall have failed to correct the same within thirty (30) days after receipt of such notice; (c) Repetition by Buyer of a failure which is the same or substantially the same as the one previously corrected by Buyer after notice as provided in subparagraph (a) above; (d) The material inaccuracy of any information set forth in any application, claim, schedule, certificate, or other document heretofore or hereafter furnished by Buyer to Crown; and (e) If Buyer shall cease to function as a going concern, or makes an assignment for the benefit of creditors, or any proceeding under any federal or state bankruptcy, receivership, or insolvency laws is instituted by or against Buyer, or the liquidation, dissolution, merger, or consolidation of Buyer occurs, or a receiver or trustee for Buyer or any of its assets or property is appointed or applied for. Termination shall not release or affect, and this agreement shall remain fully operative as to, any obligations or liabilities incurred by Buyer prior to the effective date of such termination; provided, that all indebtedness of Buyer to Crown shall become immediately due and payable on the effective date of termination without demand, and Crown may deduct from any sums it owes to Buyer sums owed by Buyer to Crown. Any orders received from Buyer, which have not been shipped prior to Buyer's receipt of notice of termination or the effective date of termination or expiration, whichever shall occur first, shall only be shipped C.O.D. or cash in advance.
16. **Tooling.** Unless otherwise agreed to in writing, all tooling shall remain the property of Crown.
17. **Modifications and Specifications.** In the event Buyer modifies the equipment sold hereunder without the express written consent of Crown, or Buyer fails to implement any changes in the equipment directed by Crown, or where equipment is manufactured from patterns, plans, drawings, or specifications furnished by Buyer and such manufacturing results in an infringement or other intellectual property claim, Buyer agrees to indemnify, defend, and hold Crown harmless from any and all claims, demands, suits, costs, and expenses (including but not limited to attorneys' fees and litigation costs) incurred thereby, whether in contract, tort, or otherwise resulting from such modification, failure or infringement.
18. **Connected Products.** The equipment may be a "Connected Product" or include a "Connected Service" meaning that the equipment may collect data about the operation and use of such equipment and transmit such data to Crown. Crown's Data Use Policy for Connected Products and Services (available at: www.crown.com) is incorporated herein by reference and shall govern Crown's use of any data collected and transmitted to Crown through a Connected Product or Connected Service. Such Data Use Policy may be updated by Crown periodically as set forth therein.
19. **Contingencies.** Crown shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; the elements; riot; labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material, or equipment used in the manufacture of the equipment; failure of any party to perform any contract with Crown relative to the production of the equipment; or from any cause whatsoever beyond Crown's control, whether or not such cause be similar or dissimilar to those enumerated. Crown shall promptly notify Buyer of the happening of any such contingency and of the contemplated effect thereof on the manufacture and delivery of the equipment.
20. **Miscellaneous.** Buyer's rights and obligations hereunder may not be assigned or delegated without the prior written consent of Crown. Crown may freely assign its rights and obligations. The Quotation and these Terms and Conditions shall be governed by and construed in accordance with the Uniform Commercial Code as adopted by Ohio under which jurisdiction Buyer consents. The Quotation and these Terms and Conditions supersede all prior written or oral agreements with respect to the subject matter hereof. The invalidity of any part of the Quotation or these Terms and Conditions shall not affect the validity of the remaining provisions. All claims or suits against Crown must be made within one (1) year of the date the cause of actions occurred (regardless of when they were discovered) or be forever barred. No waiver shall be effective against Crown unless Crown agrees to same in writing. Paragraph headings found herein are for convenience only and are not to be considered in interpreting any of the provisions hereof.

C-5 SERIES

DELIVERING **PRODUCTIVITY & DEPENDABILITY**

Crown Redefines IC with a True Industrial Truck Line. You've been settling for the limitations of gas lift trucks for years: engines intended for automobiles that run hotter than they should, brakes and cooling systems that are not up to the task and service that seems never ending.

Discover the productive and dependable C-5 Series Cushion LPG:



Industrial 2.4L Engine



Designed for the toughest applications, this Crown-designed engine offers more durability with 4x fewer oil change requirements.

Crown's Power Disc Brake



The full circle pads provide up to 3x longer life and require 93% less service checks.

Dual-Radiator Cooling



Crown's standard high capacity, dual-radiator system provides dedicated airflow to engine and transmission for improved cooling and longer life. Optional On-Demand Cooling® for environments with high heat and debris.

Operator Comfort



Operators benefit from an adjustable armrest that aligns the right arm to the manual hydraulic levers for comfort and productivity. Multiple seat options and a spacious operator compartment add to the all-day comfort.

Service & Support



The C-5 Series is a robust forklift backed by Crown's nationwide service and support network, including quality parts and the assured performance of the Crown Integrity Service System®.

Enjoy more productivity and dependability with the C-5 Series Cushion LPG forklift.

Contact your local Crown dealer or visit crown.com.

CROWN



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The St. Pete Free Clinic

Features and Options

C5C1000-50 5,000 lb. Capacity, IC Cushion Tire

Mfg. Standard for Destination	ANSI
Mast Type	Quad
Lift Height	240"/6095mm
Collapsed Height	83.0
Tilt Options	3 Deg Back / 5 Deg Forward
Overhead Guard Options	Isomounted Operator Cell
Steer Axle Mounting	Isomounted Steer Axle
LP Bottle Bracket Type	Fold Down Single Strap
Sideshifter	Crown Integral Sideshifter
Accessory Hydraulics	Single Accessory Hydraulic
3rd Lever (w/ Single or Double Function Hydraulics)	Sideshift Symbol
Fork Carriage Width	38"/965mm
Fork Type	Partial Tapered Forks
Fork Size	1.8" x 4" / 45mm x 100mm
Fork Length	42"/1065mm
Fork Spread	36"/915mm
Load Backrest Size	39" x 30"/990mm x 760mm (WxH)
Battery Type	Wet Cell - Severe Duty
Alternator	12 V 70 Amps Standard
Exhaust System	LPG Catalytic Muffler
Radiator Type	Dual Opencore Radiator
Vented Side Panels	Yes
Air Intake	Single Element Mech. Indicator
Seat Option	FlexSeat™ Vinyl
Seatbelt	High Visibility Orange Seatbelt
Steering Wheel Option	13" Steering Wheel
Pedal Control Options	Separate Inching and Brake Pedal (3 Pedals)
Right Rear Post Handle with Horn Button	Yes
Brake System	Drum Brakes
Tread Width	Wide Tread
Drive Tire Options	Smooth Rubber
Steer Tire Options	Smooth Rubber
Rear View Mirror	Plastic Rear View Mirror
Front Worklights	Overhead Guard Mounted LED
LED Flashing Light	LED Amber Flashing Light
Travel Alarm	Smart (Reverse-PUF)
Storage Bin	Storage Bin w/ 2 Small Pockets
Paint Color	Crown Beige/Gray



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 813-628-5500
 crown.com

Quotation
08/17/2022
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Label & Decal Language
 Domestic Shipment Handling

US English
 Standing

Surcharges and Warranties:

Commodity Surcharge
 Warranty

Commodity Surcharges
 Standard - One Year/Unlimited Hours

Pricing Information

Quantity	Products	Price Each	Extended
1	C5C1000-50	\$43,633.75	\$43,633.75
	Total Package Price:		\$ 43,633.75
	(Tax not included in price)		

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Terms: Net 10 DAYS.

Crown Lift Trucks

Jerry Bowman

Terry Bowman
 Account Manager

The St. Pete Free Clinic

By _____

Title _____

Date _____



MAKE EVERY CONNECTION COUNT

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InfoLink wirelessly connects your entire fleet, capturing critical operator and lift truck data to provide valuable insights about your operation. Real time alerts, intuitive dashboards and detailed reports provide the information you need, when and how you need it, to make data-driven decisions. With InfoLink, it's easy to define benchmarks and measure results for continued progress in improving safety, reducing expenses and increasing productivity.



7" Touch Shown

Learn how InfoLink can give your business the Crown Advantage:

Improve Productivity



Understand actual productivity levels and where improvements can be made: processes, operators, infrastructure.

Promote Safety Compliance



Operator certification and customizable inspection checklists help to prevent unauthorized use of equipment and ensure compliance.

Increase Lift Truck Uptime



Schedule planned maintenance based on actual usage to improve uptime.

Enhance Asset Management



Visibility of equipment utilization allows for proper allocation and elimination of unneeded rentals and leases.

Reduce Damage Expense



Reduce lift truck, facility and product damage with impact monitoring that enables timely feedback and operator coaching.

InfoLink - Connect to the information that matters.

Contact your local Crown dealer or visit crown.com.



TERMS AND CONDITIONS OF SALE

1. **Compliance.** The buyer ("Buyer") identified on the applicable Crown Equipment Corporation ("Crown") quotation ("Quotation") hereby acknowledges and agrees to comply with applicable laws and regulations in performance of its obligations under these terms and conditions of sale ("Terms and Conditions"). Such applicable laws and regulations include but are not limited to those governing the use, maintenance, operation, recycling, and disposal of products, materials and equipment, such as those governing employers of operators of lift trucks, set forth in the applicable OSHA regulations (see Section 1910.178). Crown will provide a copy of the OSHA regulations upon written request.
2. **Operator Training.** Buyer understands that OSHA requires that operators of its lift trucks be trained, evaluated and certified as competent to safely operate the particular model truck used in the performance of the job. Buyer understands this obligation and will only permit properly trained and certified operators to use lift trucks. At Buyer's request, Crown will provide information on the training material and resources available through its Training Department.
3. **General.** The Quotation and these Terms and Conditions shall be the complete and exclusive terms and conditions applicable to the agreement between Crown and Buyer. Upon signing the Quotation or issuing a purchase order or the like, Buyer accepts the Quotation and these Terms and Conditions. In the absence of written acceptance or the issuance of a purchase order or the like, payment for the equipment shall constitute Buyer's acceptance of these Terms and Conditions. Crown shall not be bound by Buyer's terms and conditions unless expressly agreed to in writing. Any different or additional terms or conditions in any order, proposal, acknowledgment form, or any other document of Buyer are hereby deemed material alterations and are null and void and superseded by the Quotation and these Terms and Conditions.
4. **Price.** Prices as quoted are in U.S. dollars and are firm for the period of time set forth in the Quotation. Thereafter, they are subject to change without notice to the prices prevailing at time of acceptance. Prices are F.O.B. carrier's equipment at Crown's factory and are exclusive of all taxes—federal, state or local. If Crown is required to pay or collect any tax or duty owed by Buyer, such payment or collection shall be added to the price. If there is a delay in completion or shipment of order, due to any change requested by Buyer, or as a result of any delay on Buyer's part in furnishing information necessary for completion of the order, the price initially agreed upon at time of acceptance is subject to change.
5. **Surcharges.** Notwithstanding anything in the Quotation, these Terms and Conditions, or any related materials to the contrary, Crown reserves the right, at the time of order and/or at any time before starting production, to charge Buyer a surcharge on each unit of equipment ordered by Buyer, to cover increased commodity costs, duties, tariffs or other related items, in each case, which have impacted Crown. Buyer shall provide Crown written notice if Buyer objects to the surcharge, at which time Crown or Buyer shall be permitted to cancel the order; provided that Buyer's failure to provide written notice of cancellation within five (5) business days of being informed of the surcharge shall constitute Buyer's acceptance of the surcharge.
6. **Delivery Date.** The promised delivery date is the best estimate possible, based upon current and anticipated factory loads, of when the equipment will be shipped. Crown shall have no liability for lost profits or incidental or consequential damage due to delays. If any contingency beyond the control of Crown occurs that prevents Crown from shipping the equipment on time, Crown may allocate production and delivery among Crown's customers without liability.
7. **Payment.** Payment shall be net 10 days date of shipment unless otherwise agreed to in writing. Production, shipment, and delivery shall at all times be subject to the approval of Crown's credit department. Crown reserves the right at any time to modify or withdraw credit terms without notice and to require guarantees, security, or payment in advance of the amount of the credit involved. If Crown at any time doubts Buyer's financial responsibility, Crown may decline to make shipments hereunder except upon cash payment in advance or receipt of security or other proof of responsibility satisfactory to Crown.
8. **Title.** Title to all equipment shall remain in Crown until the complete purchase price and all additional costs and charges, as adjusted, are paid by Buyer. Crown shall retain a security interest in, and right to repossess, any such equipment until it is paid in full. Risk of loss shall pass to Buyer upon delivery to Carrier.
9. **Changes.** Any change order by Buyer will not be considered effective until mutual agreement has been reached between the Buyer and Crown as to the effect of any changes in prices, delivery, and other conditions of the order.
10. **Inspection and Notice of Defect.** Unless otherwise specified, the equipment to be furnished hereunder shall be subject to Crown's standard inspection at the place of manufacture. If inspection by the Buyer at the place of manufacture is provided for, Buyer's inspectors shall be deemed agents of Buyer to accept the equipment on Buyer's behalf regardless of deviation from formal specifications. Notice of any defects or claims of any nature (except warranty) must be made within 30 days of delivery.
11. **Returns.** Returns will not be accepted for any reason without Crown's prior written authorization. If Crown does provide written authorization of a return, Buyer shall be responsible for paying all return shipping costs, as well as any handling, restocking and related fees associated with the return, as determined by Crown in its sole discretion.
12. **Warranty by Crown.** The manufacturer's standard published warranties in effect at the time of shipment for the particular equipment shall apply. NOTWITHSTANDING ANYTHING IN THE QUOTATION, THESE TERMS AND CONDITIONS, OR ANY RELATED MATERIALS TO THE CONTRARY, THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
13. **Limitation of Liability.** In the event Buyer claims that Crown has breached any of its obligations, whether in warranty or otherwise, Crown may request and require return of the equipment and refund the Buyer's purchase price upon Crown's receipt of the returned equipment. If Crown so requests the return of the equipment, the equipment shall be redelivered per Crown's instructions at Crown's expense. In such event, Crown shall absolutely have no further obligation to Buyer except to refund the purchase price. THE REMEDY PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST CROWN FOR BREACH OF ANY OF CROWN'S OBLIGATIONS.
- NOTWITHSTANDING ANY OTHER PROVISION IN THE QUOTATION, THESE TERMS AND CONDITIONS, OR ANY RELATED MATERIALS, IN NO EVENT SHALL CROWN BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES, NOR SHALL CROWN'S LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THE MANUFACTURE, SALE, DELIVERY, OR USE OF THE EQUIPMENT, OR OTHERWISE, EXCEED THE PURCHASE PRICE THEREOF. THE REMEDIES AND LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY TO ALL CLAIMS AND DAMAGES, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH CLAIMS AND/OR DAMAGES WERE FORESEEABLE.
14. **Proprietary Information—Confidentiality.** Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Crown furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth herein. Crown shall at all times retain title to all such documents, and Buyer shall not disclose such to any third party without Crown's prior written consent. Upon Crown's request, Buyer shall promptly return to Crown all such documents and copies thereof.
15. **Termination.** Crown may terminate upon immediate written notice to Buyer on the happening of any of the following events: (a) Failure of Buyer to accept delivery of equipment or to pay any indebtedness to Crown when due, accompanied by a failure within ten (10) days after demand therefor, to fully pay the same or provide assurance of payment satisfactory to Crown; (b) Failure by Buyer to honor any promise on Buyer's part or to perform any of its obligations, other than the payment of any indebtedness to Crown, after Buyer shall have been notified by Crown of such failure and in Crown's opinion shall have failed to correct the same within thirty (30) days after receipt of such notice; (c) Repetition by Buyer of a failure which is the same or substantially the same as the one previously corrected by Buyer after notice as provided in subparagraph (a) above; (d) The material inaccuracy of any information set forth in any application, claim, schedule, certificate, or other document heretofore or hereafter furnished by Buyer to Crown; and (e) If Buyer shall cease to function as a going concern, or makes an assignment for the benefit of creditors, or any proceeding under any federal or state bankruptcy, receivership, or insolvency laws is instituted by or against Buyer, or the liquidation, dissolution, merger, or consolidation of Buyer occurs, or a receiver or trustee for Buyer or any of its assets or property is appointed or applied for. Termination shall not release or affect, and this agreement shall remain fully operative as to, any obligations or liabilities incurred by Buyer prior to the effective date of such termination; provided, that all indebtedness of Buyer to Crown shall become immediately due and payable on the effective date of termination without demand, and Crown may deduct from any sums it owes to Buyer sums owed by Buyer to Crown. Any orders received from Buyer, which have not been shipped prior to Buyer's receipt of notice of termination or the effective date of termination or expiration, whichever shall occur first, shall only be shipped C.O.D. or cash in advance.
16. **Tooling.** Unless otherwise agreed to in writing, all tooling shall remain the property of Crown.
17. **Modifications and Specifications.** In the event Buyer modifies the equipment sold hereunder without the express written consent of Crown, or Buyer fails to implement any changes in the equipment directed by Crown, or where equipment is manufactured from patterns, plans, drawings, or specifications furnished by Buyer and such manufacturing results in an infringement or other intellectual property claim, Buyer agrees to indemnify, defend, and hold Crown harmless from any and all claims, demands, suits, costs, and expenses (including but not limited to attorneys' fees and litigation costs) incurred thereby, whether in contract, tort, or otherwise resulting from such modification, failure or infringement.
18. **Connected Products.** The equipment may be a "Connected Product" or include a "Connected Service" meaning that the equipment may collect data about the operation and use of such equipment and transmit such data to Crown. Crown's Data Use Policy for Connected Products and Services (available at: www.crown.com) is incorporated herein by reference and shall govern Crown's use of any data collected and transmitted to Crown through a Connected Product or Connected Service. Such Data Use Policy may be updated by Crown periodically as set forth therein.
19. **Contingencies.** Crown shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; the elements; riot; labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material, or equipment used in the manufacture of the equipment; failure of any party to perform any contract with Crown relative to the production of the equipment; or from any cause whatsoever beyond Crown's control, whether or not such cause be similar or dissimilar to those enumerated. Crown shall promptly notify Buyer of the happening of any such contingency and of the contemplated effect thereof on the manufacture and delivery of the equipment.
20. **Miscellaneous.** Buyer's rights and obligations hereunder may not be assigned or delegated without the prior written consent of Crown. Crown may freely assign its rights and obligations. The Quotation and these Terms and Conditions shall be governed by and construed in accordance with the Uniform Commercial Code as adopted by Ohio under which jurisdiction Buyer consents. The Quotation and these Terms and Conditions supersede all prior written or oral agreements with respect to the subject matter hereof. The invalidity of any part of the Quotation or these Terms and Conditions shall not affect the validity of the remaining provisions. All claims or suits against Crown must be made within one (1) year of the date the cause of actions occurred (regardless of when they were discovered) or be forever barred. No waiver shall be effective against Crown unless Crown agrees to same in writing. Paragraph headings found herein are for convenience only and are not to be considered in interpreting any of the provisions hereof.



lift trucks

4683 Oak Fair Blvd.
Tampa, FL 33610
Tel 813/628-5500
Fax 813/628-5501
www.crown.com

To St Pete Free Clinic
3115 44th Ave. N.
St Petersburg FL 33714
Attn: Mario DaSilva
Phone: 727 821-1200

Date 8/17/22

Quotation No. TB081722

crown.com

**We are pleased to submit the following material handling solution
for your consideration:**

CASCADE IFORK SCALE:

- Fork Thickness: 2.4"**
- Fork Length: 42"**
- Fork Blade Width: 5.2"**
- Wireless Bluetooth & LAN Output**
- Replaceable Battery Module**
- Piece Counting, Code Entry, and Display in Lbs. and Kgs.**
- Digital Calibration**
- Date Time Registration**
- Auto Shut Off**

TOTAL COST:	\$ 5,200.00
TOTAL INSTALLATION & FREIGHT:	\$ 695.00
TOTAL INSTALLED PRICE BEFORE TAXES:	\$ 5,895.00 Per Set of Forks

Tax not included.
Freight Included

Crown Lift Trucks

Accepted By:

Account Manager

By: _____
Title: _____ Date: _____



lift trucks

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NOTE: BIDS ARE BASED ON THE FOLLOWING CRITERIA:

1. Due to the volatility in the steel markets, final pricing may vary due to "steel surcharges" that are applied to orders by steel producers. These prices are based upon the ship date of material. The customer is responsible for covering any and/or all increases unless specifically noted in writing. We will do our best to notify you of any changes in a timely manner.
2. Acceptance of Material: It shall be the responsibility of the customer to examine & inspect the material delivered, and to notify Crown Lift Trucks @ Ph# (813) 628-5500 within 48 hours of delivery as to any complaint that relates to the merchandise. Also to note on deliverer's bill of lading any damages or shortages.
3. Non-union labor of our choice (unless specified) done during normal business hours Monday-Friday, 8:00am - 5:00pm. Area for installation must be free and clear of equipment, machinery, or other obstructions and must be well lit, water-tight, ambient temperature (50+ degrees), and with electrical power available for workmen to proceed without delay in a sequential manner. Quote is based on non-interference of customer's employees or other trade personnel. If work is to be performed outside of normal business hours, these restrictions may be accommodated at an additional cost.
4. Crown Lift Trucks will not be held responsible for damage to unmarked utilities that are in the concrete floors and/or walls during the anchoring process.
5. Packaging, strapping, dunnage, unused material & miscellaneous debris associated with installation will be placed in a trash receptacle. Trash container to be furnished and removed by the customer.
6. If outside staging or storage of material is required, Crown Lift Trucks will not be held responsible for any mud, dust, dirt, and/or rust on material nor any mudtracks on floor as a result and will not incur any expense to clean, wipe, repaint, or cover material.
7. Most materials are shipped on a flatbed trailer. Thus, Crown will not be liable for mud, dirt, salt, moisture, and/or rust caused by weather conditions during shipment. At customers request, Crown can tarp the load for an additional cost.
8. **Delays will be billed at \$55.00 per man hour, plus \$450.00 per day out of town fee.**
9. Installation crew will repair deep chips and gouges in concrete floor caused by crew. However, we will not be held liable for surface scratches & abrasions to the floor as a result of normal installation of the material handling equipment.
10. Approval drawing must be signed prior to installation. It is the customer's responsibility to verify the layout against any construction drawing we have been provided to ensure proper clearances are met in relation to building columns, doors, lights, pipes, HVAC units, etc. Alterations during installation (which include, but not limited to: reprofiling beam or shelf elevations, layout change, redesign, etc.) must be approved by signing on appropriate documents and may be subject to additional charges.
11. All capacities stated on the quotation are based on an evenly distributed load unless otherwise noted. There is no consideration for point loads, line loads, or concentrated loads. The prices quoted do not include shelf beam and/or upright capacity plaques.
12. Any costs for building or high-pile permits, performance bonds, licenses, taxes, seismic or registered engineering fees that may be required by state, county, city, or local authorities are not included unless otherwise spelled out in the body of the quote. If permits or registered calculations are required, they are the responsibility of the customer prior to installation unless specified in the quote. Crown can assist in obtaining submittal information. Customer will be responsible for meeting building, fire, and safety regulations which may be required before the permit is issued. If any of the above terms and conditions cannot be adhered to, kindly inform us and we will quote accordingly.

Subject to acceptance by buyer and seller within 30 days from the date hereof and only in accordance with the terms and conditions printed on the reverse, which form a part of this quotation.

Prices quoted are based upon quantities specified above.

If above customer cannot accept merchandise at time of shipment from our supplier, above customer will be invoiced and normal terms will apply.

Above prices subject to all state and local taxes. All orders are subject to acceptance by Crown.

TERMS FOR THE SALE OF ALLIED EQUIPMENT NOT REQUIRING INSTALLATION BY CROWN

A. On orders of \$0 - \$24,999.00, net 10 days

B. On orders of \$25,000 and over, 30% prior to order and 70% at time of shipment.

Initials

Thank You. We hope we can be of service to you.

Crown Lift Trucks

Accepted By:

Account Manager

By: _____
Title: _____ Date: _____



lift trucks

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crown.com

TERMS FOR THE SALE OF ALLIED EQUIPMENT REQUIRING INSTALLATION BY CROWN

- A. On orders of \$0 - \$24,999.00, net 10 days
- B. On orders of \$25,000.00 +, require 30% down payment prior to order, 60% payment prior to time of material arrival, and 10% balance due 10 days after time of installation completion.

Initials

INSTALLATION GUIDELINES

NOTE: INSTALLATION PRICING IS BASED ON THE FOLLOWING CRITERIA
(unless otherwise noted in body of the quote or terms & conditions page)

The following terms of sale are not meant to mitigate product performance or business practice responsibilities, but rather remove the possibility of misunderstandings. These policies have been established to ensure understanding and to maintain good relations between Crown Lift Trucks and its customers.

1. Floors to be swept, cleaned and sealed prior to installation start-up.
2. Any work other than material installation must be clearly stated in information supplied to Crown. (I.e. knock down existing equipment, relocating machinery or inventory, etc.)
3. Additional man hours or return trips due to site conditions, interruptions, changes, customer delays, or interference issues by other contractors will necessitate additional charges at our prevailing rates for labor, time, and travel expenses.
4. Work stoppage, overtime, weekend work, and additional trips to the job site, which are at customer's request, will be subject to additional charges.
5. Floor conditions must be even and lift truck accessible (extreme unevenness in flooring or structures may result in additional charges).
6. Restrooms or portable facilities shall be available for our use.
7. Customer is responsible to off-load the material and should be staged at or near the worksite, unless other arrangements have been made.
8. If the work crew is to be responsible to off-load material, then adequate staging area must be available at or near the work site.
The following conditions will apply:
 - a) one fully functional dock leveler or dock plate to facilitate unloading closed trailers at a standard dock door, on a paved surface.
 - b) flatbed trailer unloading inside the building whenever possible
 - c) flatbed unloading outside requires ample space on a paved surface to unload, stage, and maneuver materials in order to enter a standard dock or ramp door.
 - d) loading docks and levelers to be available on the same floor level as work area.
9. Provide necessary access road to installation site and dock areas suitable for receiving and unloading equipment. Roads and parking lots must be hard surface.
10. If a delay in the project occurs, any material that is scheduled into manufacturing process or later must be ship to the customer's location and stored inside. If the customer requests the material to be stored at the manufacturing facility, it may be placed outside in the elements. Crown nor the manufacturer will be responsible for wiping, cleaning, or repainting the material due to dirt, dust, mud, and/or rust. If customer would like the rack stored inside a warehouse, please contact Crown to discuss options and additional associated costs.
11. Price includes broom swept floors only. Specialized clean-up requirements are the customers responsibility unless otherwise noted.
12. Removal of dust accumulation during and after installation is not the responsibility of Crown Lift Trucks.
13. Installation does not include cleaning or wiping down of rack or materials.
14. Lift truck(s) / Scissor lift(s) not included unless stated in the quote.
15. Customer to provide the lift equipment for unloading and installation, it must be available exclusively for seller's crew. Drivers supplied by installer (unless noted).
16. Electrical supply wiring and hook-ups are the responsibility of the customer.
17. Customer's responsibility to verify the capacity of the concrete slab to support all proposed structures & equipment under fully loaded conditions.
18. Crown is not responsible for fire protection systems.
19. If drilling of metal parts is required, the metal shavings produced as a result will be broom swept only. Special wipe down, vacuuming, or specialized clean-up is not included in the quote.
20. Specialized or non-returnable material can not be restocked. Any standard or returnable material which is not used may be restocked, but it will be subject to a restock fee plus any associated freight costs.
21. Compliance to the safety procedures of the installers' safety guideline policy.
22. Seller must be notified of any facility safety requirements (hard hats, steel toe boots, eyeglasses, etc.)
23. If work crew is required to attend any facility safety training or video classes the additional time will be billed at the prevailing labor rate. Any special equipment required by the customer may also effect the cost and will be billed accordingly.
24. Coordination of other trades is the responsibility of the customer.
25. A customer representative must be available to sign off the job at the time of completion.
26. A secure and convenient storage area for the materials, tools, and equipment must be provided.
27. Any additional insurance coverage required by customer will increase installation cost.
28. Crown/Installer shall not be held responsible for any injuries to persons or property; or for any delays in the completion of the work, by reason of unforeseeable causes beyond our control and its fault or negligence.

Crown Lift Trucks

Accepted By:

Account Manager

By: _____
Title: _____ Date: _____



lift trucks

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Phone: 727 821-1200

Date 8/17/22

Quotation No. TB081722

NOTE: If any of the above guidelines cannot be adhered to, kindly inform us in advance and we will advise of any price increase (if any) in the contract price. A purchase order is required to secure scheduling of project and is understood to be in agreement with this quote in its entirety (including terms and conditions sheet). Any changes in drawings, layouts, or material will constitute a re-quote of this project.

Crown Lift Trucks

Account Manager

Accepted By:

By: _____
Title: _____ Date: _____

RC SERIES

OUTSTANDING
VERSATILITY

The Crown RC 5700 delivers excellent comfort, visibility, ergonomics and reliability. This industry leader works in a wide array of applications and helps boost productivity with operator-friendly features, including enhanced visibility, low step height and innovative, adjustable suspension system. Getting on and off and operating this truck has never been so easy or felt so good.

Discover how the RC can give your business the advantage:



**FlexRide
Suspension™**



An innovative suspension system with shock & vibration protection that's adjustable by operator.

e-GEN® Braking



Practically eliminate maintenance costs with Crown's frictionless e-GEN braking system that extends operating time and delivers long lasting reliability.

**Intrinsic
Stability System™**



This proactive approach to stability is built into the RC Series – unlike competitive systems that react to unstable conditions.

**Access 1 2 3®
Control System**



A comprehensive control system enables safe, reliable truck performance with thorough and consistent diagnostics built into every truck.

**Outstanding
Visibility**



From the sloped and sculpted power unit, to the wide mast window, the RC Series provides operators with an expansive view.

Let the versatile **ADVANTAGES** of the **Crown RC 5700 Series** give you outstanding levels of productivity.

Contact your local Crown dealer or visit crown.com.








MAXIMIZE YOUR INVESTMENT

Lower your energy costs and maximize the life of your battery with efficient and reliable high-frequency modular charging. V-HFM Series Chargers are capable of accommodating conventional, opportunity and fast charging requirements, delivering flexible solutions for nearly any battery-charging need.



Discover the difference:

<p>Efficiency</p>  <p>An average efficiency of 93% over the entire charge cycle reduces amp draw and lowers your costs. Better efficiency is better for the environment.</p>	<p>Intelligent Control</p>  <p>The Charger's onboard intelligence allows monitoring of performance and battery condition. An optional monitoring device installed on each battery allows the charger to read the cell voltage and battery temperature accurately to equalize when needed and minimize battery-damaging heat to prevent deterioration.</p>	<p>Compact</p>  <p>Offering a lightweight design that allows easy one-person installation, this charger occupies approximately 67 percent less space than the typical charger cabinet.</p>	<p>Flexible / Versatile</p>  <p>Capable of conventional, opportunity or fast charging batteries of almost any size, this charger series can be changed or expanded to accommodate future charging needs.</p>	<p>Reliable Redundant</p>  <p>A redundant back-up feature along with plug-and-play functionality allows for easier service and reliable performance using proven charging technology.</p>
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We have what you need to make the most of your battery
– efficiently and dependably.

For more details, contact your local Crown dealer or visit crown.com.





POWER UP WITH VERSATILITY



Keep your forklift fleet moving with the smart, versatile and scalable V-HFM³ Series charger. The V-HFM³ can do the work of multiple chargers for a range of battery voltages and battery types including lead-acid or lithium-ion. It's the charger that delivers a powerful, efficient return on investment.

Discover the difference:

Efficiency

97%

In a small, stackable footprint, the V-HFM³ packs more efficiency – up to 97% -- than many other high frequency chargers. Intelligent design helps reduce charge time and energy costs.

Intelligent Control



When auto-voltage sensing is enabled, the charger identifies batteries upon connection to apply the correct charging profile, from 24 to 96 volts. Displays with easy-to-read color LED indicators continually update charging status, cooling time, equalizing and watering needs – for easy, safe and reliable charging.

Flexibility



Charge virtually any lift truck battery in your fleet, whether lead-acid or lithium-ion, with conventional, opportunity and fast charging methods. Add a module to an available slot to easily scale up for growing application demands.

Connectivity



Options for remote monitoring and diagnostics with the optional battery monitoring device (BMID), provides access to important battery and charger state of health.

Crown Service Support



Call on our responsive network of service technicians and motive power specialists to provide product support and consulting services that help reduce your downtime and raise your productivity.

V-HFM³ Series Chargers, a key part of Crown's total motive power solutions.

To learn more, contact your local Crown dealer or visit crown.com.





A WINNING POWER COMBINATION

A time-proven, affordable power source, lead-acid batteries – matched with the right Crown lift trucks and V-Force high-frequency chargers – keep all light- and heavy-duty cycle applications running with dependable productivity. Crown service provides an extra boost of power to help keep fleets on the go.



Discover how V-Force Lead-Acid Batteries provide reliable, power across a range of duty cycles:

Proven Technology



Lead-acid batteries continue to be a tried and true, cost-effective source of lift truck power for a wide range of material handling applications, from single to multi-shift.

Multiple Solutions



Crown offers a choice of traditional flat plate lead-acid or tubular lead-acid batteries, along with a selection of chargers, to fit specific duty cycles, maintenance requirements and material handling needs.

Total Solutions Provider



Work with a Crown representative to find the right integrated solution – lift truck, battery and charger – to deliver the performance and efficiency needed for your material handling application and fleet.

Accessories & Supplies



Crown also offers a wide range of battery and charger accessories, including battery connectors, watering accessories, battery acid indicators, monitoring devices, service tools, and charger stands and cords.

Long-Term Crown Support



You can count on the Crown network of trained technicians to service your forklifts and V-Force batteries and chargers to avoid unplanned downtime and increase productivity.

Choose **Crown's V-Force Lead-Acid Batteries** for dependable power and productivity in your forklift fleet.

Contact your local Crown dealer or visit crown.com.





A BREAKTHROUGH IN BATTERY POWER

V-Force® Integrated Lithium-Ion System

Compared to lead-acid batteries, lithium-ion systems deliver game-changing advances that can result in lower costs, improved efficiency and productivity. Coupled with the value of Crown support, the V-Force Integrated Lithium-Ion System packs a powerful punch.



Discover how V-Force Lithium-Ion Technology is ushering in the next generation of forklift power:

No Battery Swapping



Convenient opportunity charging without the risk of battery damage eliminates the need for battery changes or special battery rooms. Lateral charge ports on the lift truck provide easy accessibility and facilitate a secure charging connection.

Longer Life and Lower Costs



Lithium-ion batteries can undergo considerably more charge/discharge cycles before their capacity is significantly reduced. Lithium-ion technology can save substantial time and money through increased efficiency, superior productivity and a lower total cost of ownership.

Safer to Charge and Operate



Lithium-ion battery packs are sealed units with no battery watering requirements. Zero emissions during charging means no gassing, avoiding employee exposure to harmful acids and vapors.

Integrated and Energy Efficient



Full operational integration of the components and software offer a reliable solution. Our battery management system helps protect battery life and optimize performance. The energy efficiency of lithium-ion technology can reduce your carbon footprint.

Crown-backed Service



Your Crown service technician is trained to service your forklifts and our entire V-Force system of batteries and chargers. Our nationwide network of convenient service locations will keep your fleet moving.

Choose Crown's V-Force Integrated Lithium-Ion System for breakthrough power and productivity in your forklift fleet.

Contact your local Crown dealer today or visit crown.com.





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crown.com

Quotation
08/17/2022
Quote No. 416735
The St. Pete Free Clinic

Features and Options

RC5735-35 3,500 lb. Capacity, 36 Volt, Stand-Up Rider Lift Truck

Manufacturing Standard	ANSI - US and Others
Hydraulic Lift System	AC Lift System
Power Source Options	Standard Lead Acid Battery
Mast Type	TT
Lift Height	244"/6200mm
Collapsed Height	101.0
Extended Lift Height (inches)	292
Free Lift (inches)	50.2
Mast Tilt Options	5° Back / 5° Forward
Drive Thru Overhead Guard	Standard Overhead Guard
Overhead Guard Height	88"/2235mm
Environmental Package	Freezer Conditioning
Cold Conditioning Oil	50% Freezer Hydraulic Oil Mix
Sideshifter	Crown Integral Sideshifter 34.5" Wide
Accessory Hydraulics	1 Low Pressure
Additional Hydraulic Function with Cable	No Hydraulic Function w/Cable
Hang-on Mast Carriages	34.5"/875mm
Fork Type	Partial Tapered Forks
Fork Size	1.8" x 4" / 45mm x 100mm
Fork Length	42"/1065mm
Load Backrest Option	Bolt-On
Load Backrest Size	36" x 48"/915mm x 1220mm (WxH)
Battery Compartment	D3 (18.19") 18.38" x 38.56" x 31.00"
Battery Connector Type	SB350
Battery Connector Color	Gray
Floorboard Option	FlexRide™ Suspension
Soft Knee Pad	Yes
Armrest Type	Adjustable
Steer Tiller Option	Short 2 5/8" Radius
Steering Direction	Forward Steering
Drive Tire Options	Smooth Rubber HD
Steer Tire Options	Smooth Rubber HD
Front Worklights	Mast Mounted
Worklight Type	LED
Flashing Light	Amber LED
Flashing Light Shield	Partial Shield
Dome Light	Yes
Travel Alarm	Smart (Reverse-PUF)



Crown Lift Trucks - Tampa

4683 Oak Fair Blvd.
Tampa, FL 33610
813-628-5500
crown.com

Quotation

08/17/2022

Quote No. 416735

The St. Pete Free Clinic

Tilt Position Assist

Yes

Productivity Package

Yes

Accessory Pole

Yes Length

Paint Color

Crown Beige/Gray Paint Colors

Language on Decals

US English

Surcharges and Warranties:

Commodity Surcharge

Commodity Surcharges

Warranty

Standard - One Year/Unlimited Hours



Crown Lift Trucks - Tampa
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Tampa, FL 33610
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crown.com

Quotation
08/17/2022
Quote No. 416735
The St. Pete Free Clinic

Battery and Charger Specifications

Battery Information

Manufacturer	Crown
Model Number	RC5735
Type	VForce TubularLM
Order Code	18-125VTA-15
Model Number	RC5735 VForce TubularLM (18-125VTA-15)
Amp Hour Capacity	875
KWH Rating	30.56
Weight	2448
Compartment Size	38.31" X 17.86" X 30.5"
Battery Connector Type	SB350
Battery Connector Color	Gray
Battery Cable Position	A
Battery Cable Length	13"/330mm

Charger Information

Manufacturer	Crown
Model Number	FS3-MP336-3
Charger Type	Lead Acid
Charger Type	36
Line Voltage	480v
Phase	3
Conventional AH	300-1200
Charger Cable Size and Length	1/0 AWG - 8'
Charger Connector Type	SB350
Charger Connector Color	Gray



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 4683 Oak Fair Blvd.
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 813-628-5500
 crown.com

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Pricing Information

Quantity	Products	Price Each	Extended
1	RC5735-35	\$40,458.90	\$40,458.90
1	Batteries	\$7,000.00	\$7,000.00
1	Chargers	\$2,800.00	\$2,800.00
	Total Package Price:		\$ 50,258.90
	(Tax not included in price)		

The Terms and Conditions attached hereto are hereby incorporated as if fully restated herein and prices are firm for fifteen (15) days from the date of this Quotation. In the event of a conflict between the Terms and Conditions and this Quotation, this Quotation shall govern and control.

Prices quoted are based upon quantities specified above.
 If **The St. Pete Free Clinic** cannot accept merchandise at the time of shipment from our supplier, **The St. Pete Free Clinic** will be invoiced and normal terms will apply.

Above prices are subject to all state and local taxes.
FOB: Delivered
Terms: Net 10 DAYS.

Crown Lift Trucks

Jerry Bowman

Terry Bowman
 Account Manager

The St. Pete Free Clinic

By _____

Title _____

Date _____



MAKE EVERY CONNECTION COUNT

Crown's InfoLink® Operator and Fleet Management System opens a world of data that matters most, enabling you to:

- Promote and manage safety
- Uncover hidden risk
- Find cost-savings
- Reinforce training
- Empower operators and managers
- Accelerate improvement

InfoLink wirelessly connects your entire fleet, capturing critical operator and lift truck data to provide valuable insights about your operation. Real time alerts, intuitive dashboards and detailed reports provide the information you need, when and how you need it, to make data-driven decisions. With InfoLink, it's easy to define benchmarks and measure results for continued progress in improving safety, reducing expenses and increasing productivity.



7" Touch Shown

Learn how InfoLink can give your business the Crown Advantage:

Improve Productivity



Understand actual productivity levels and where improvements can be made: processes, operators, infrastructure.

Promote Safety Compliance



Operator certification and customizable inspection checklists help to prevent unauthorized use of equipment and ensure compliance.

Increase Lift Truck Uptime



Schedule planned maintenance based on actual usage to improve uptime.

Enhance Asset Management



Visibility of equipment utilization allows for proper allocation and elimination of unneeded rentals and leases.

Reduce Damage Expense



Reduce lift truck, facility and product damage with impact monitoring that enables timely feedback and operator coaching.

InfoLink - Connect to the information that matters.

Contact your local Crown dealer or visit crown.com.



TERMS AND CONDITIONS OF SALE

1. **Compliance.** The buyer ("Buyer") identified on the applicable Crown Equipment Corporation ("Crown") quotation ("Quotation") hereby acknowledges and agrees to comply with applicable laws and regulations in performance of its obligations under these terms and conditions of sale ("Terms and Conditions"). Such applicable laws and regulations include but are not limited to those governing the use, maintenance, operation, recycling, and disposal of products, materials and equipment, such as those governing employers of operators of lift trucks, set forth in the applicable OSHA regulations (see Section 1910.178). Crown will provide a copy of the OSHA regulations upon written request.
2. **Operator Training.** Buyer understands that OSHA requires that operators of its lift trucks be trained, evaluated and certified as competent to safely operate the particular model truck used in the performance of the job. Buyer understands this obligation and will only permit properly trained and certified operators to use lift trucks. At Buyer's request, Crown will provide information on the training material and resources available through its Training Department.
3. **General.** The Quotation and these Terms and Conditions shall be the complete and exclusive terms and conditions applicable to the agreement between Crown and Buyer. Upon signing the Quotation or issuing a purchase order or the like, Buyer accepts the Quotation and these Terms and Conditions. In the absence of written acceptance or the issuance of a purchase order or the like, payment for the equipment shall constitute Buyer's acceptance of these Terms and Conditions. Crown shall not be bound by Buyer's terms and conditions unless expressly agreed to in writing. Any different or additional terms or conditions in any order, proposal, acknowledgment form, or any other document of Buyer are hereby deemed material alterations and are null and void and superseded by the Quotation and these Terms and Conditions.
4. **Price.** Prices as quoted are in U.S. dollars and are firm for the period of time set forth in the Quotation. Thereafter, they are subject to change without notice to the prices prevailing at time of acceptance. Prices are F.O.B. carrier's equipment at Crown's factory and are exclusive of all taxes—federal, state or local. If Crown is required to pay or collect any tax or duty owed by Buyer, such payment or collection shall be added to the price. If there is a delay in completion or shipment of order, due to any change requested by Buyer, or as a result of any delay on Buyer's part in furnishing information necessary for completion of the order, the price initially agreed upon at time of acceptance is subject to change.
5. **Surcharges.** Notwithstanding anything in the Quotation, these Terms and Conditions, or any related materials to the contrary, Crown reserves the right, at the time of order and/or at any time before starting production, to charge Buyer a surcharge on each unit of equipment ordered by Buyer, to cover increased commodity costs, duties, tariffs or other related items, in each case, which have impacted Crown. Buyer shall provide Crown written notice if Buyer objects to the surcharge, at which time Crown or Buyer shall be permitted to cancel the order; provided that Buyer's failure to provide written notice of cancellation within five (5) business days of being informed of the surcharge shall constitute Buyer's acceptance of the surcharge.
6. **Delivery Date.** The promised delivery date is the best estimate possible, based upon current and anticipated factory loads, of when the equipment will be shipped. Crown shall have no liability for lost profits or incidental or consequential damage due to delays. If any contingency beyond the control of Crown occurs that prevents Crown from shipping the equipment on time, Crown may allocate production and delivery among Crown's customers without liability.
7. **Payment.** Payment shall be net 10 days date of shipment unless otherwise agreed to in writing. Production, shipment, and delivery shall at all times be subject to the approval of Crown's credit department. Crown reserves the right at any time to modify or withdraw credit terms without notice and to require guarantees, security, or payment in advance of the amount of the credit involved. If Crown at any time doubts Buyer's financial responsibility, Crown may decline to make shipments hereunder except upon cash payment in advance or receipt of security or other proof of responsibility satisfactory to Crown.
8. **Title.** Title to all equipment shall remain in Crown until the complete purchase price and all additional costs and charges, as adjusted, are paid by Buyer. Crown shall retain a security interest in, and right to repossess, any such equipment until it is paid in full. Risk of loss shall pass to Buyer upon delivery to Carrier.
9. **Changes.** Any change order by Buyer will not be considered effective until mutual agreement has been reached between the Buyer and Crown as to the effect of any changes in prices, delivery, and other conditions of the order.
10. **Inspection and Notice of Defect.** Unless otherwise specified, the equipment to be furnished hereunder shall be subject to Crown's standard inspection at the place of manufacture. If inspection by the Buyer at the place of manufacture is provided for, Buyer's inspectors shall be deemed agents of Buyer to accept the equipment on Buyer's behalf regardless of deviation from formal specifications. Notice of any defects or claims of any nature (except warranty) must be made within 30 days of delivery.
11. **Returns.** Returns will not be accepted for any reason without Crown's prior written authorization. If Crown does provide written authorization of a return, Buyer shall be responsible for paying all return shipping costs, as well as any handling, restocking and related fees associated with the return, as determined by Crown in its sole discretion.
12. **Warranty by Crown.** The manufacturer's standard published warranties in effect at the time of shipment for the particular equipment shall apply. NOTWITHSTANDING ANYTHING IN THE QUOTATION, THESE TERMS AND CONDITIONS, OR ANY RELATED MATERIALS TO THE CONTRARY, THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
13. **Limitation of Liability.** In the event Buyer claims that Crown has breached any of its obligations, whether in warranty or otherwise, Crown may request and require return of the equipment and refund the Buyer's purchase price upon Crown's receipt of the returned equipment. If Crown so requests the return of the equipment, the equipment shall be redelivered per Crown's instructions at Crown's expense. In such event, Crown shall absolutely have no further obligation to Buyer except to refund the purchase price. THE REMEDY PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST CROWN FOR BREACH OF ANY OF CROWN'S OBLIGATIONS.
- NOTWITHSTANDING ANY OTHER PROVISION IN THE QUOTATION, THESE TERMS AND CONDITIONS, OR ANY RELATED MATERIALS, IN NO EVENT SHALL CROWN BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES, NOR SHALL CROWN'S LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THE MANUFACTURE, SALE, DELIVERY, OR USE OF THE EQUIPMENT, OR OTHERWISE, EXCEED THE PURCHASE PRICE THEREOF. THE REMEDIES AND LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY TO ALL CLAIMS AND DAMAGES, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH CLAIMS AND/OR DAMAGES WERE FORESEEABLE.
14. **Proprietary Information—Confidentiality.** Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Crown furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth herein. Crown shall at all times retain title to all such documents, and Buyer shall not disclose such to any third party without Crown's prior written consent. Upon Crown's request, Buyer shall promptly return to Crown all such documents and copies thereof.
15. **Termination.** Crown may terminate upon immediate written notice to Buyer on the happening of any of the following events: (a) Failure of Buyer to accept delivery of equipment or to pay any indebtedness to Crown when due, accompanied by a failure within ten (10) days after demand therefor, to fully pay the same or provide assurance of payment satisfactory to Crown; (b) Failure by Buyer to honor any promise on Buyer's part or to perform any of its obligations, other than the payment of any indebtedness to Crown, after Buyer shall have been notified by Crown of such failure and in Crown's opinion shall have failed to correct the same within thirty (30) days after receipt of such notice; (c) Repetition by Buyer of a failure which is the same or substantially the same as the one previously corrected by Buyer after notice as provided in subparagraph (a) above; (d) The material inaccuracy of any information set forth in any application, claim, schedule, certificate, or other document heretofore or hereafter furnished by Buyer to Crown; and (e) If Buyer shall cease to function as a going concern, or makes an assignment for the benefit of creditors, or any proceeding under any federal or state bankruptcy, receivership, or insolvency laws is instituted by or against Buyer, or the liquidation, dissolution, merger, or consolidation of Buyer occurs, or a receiver or trustee for Buyer or any of its assets or property is appointed or applied for. Termination shall not release or affect, and this agreement shall remain fully operative as to, any obligations or liabilities incurred by Buyer prior to the effective date of such termination; provided, that all indebtedness of Buyer to Crown shall become immediately due and payable on the effective date of termination without demand, and Crown may deduct from any sums it owes to Buyer sums owed by Buyer to Crown. Any orders received from Buyer, which have not been shipped prior to Buyer's receipt of notice of termination or the effective date of termination or expiration, whichever shall occur first, shall only be shipped C.O.D. or cash in advance.
16. **Tooling.** Unless otherwise agreed to in writing, all tooling shall remain the property of Crown.
17. **Modifications and Specifications.** In the event Buyer modifies the equipment sold hereunder without the express written consent of Crown, or Buyer fails to implement any changes in the equipment directed by Crown, or where equipment is manufactured from patterns, plans, drawings, or specifications furnished by Buyer and such manufacturing results in an infringement or other intellectual property claim, Buyer agrees to indemnify, defend, and hold Crown harmless from any and all claims, demands, suits, costs, and expenses (including but not limited to attorneys' fees and litigation costs) incurred thereby, whether in contract, tort, or otherwise resulting from such modification, failure or infringement.
18. **Connected Products.** The equipment may be a "Connected Product" or include a "Connected Service" meaning that the equipment may collect data about the operation and use of such equipment and transmit such data to Crown. Crown's Data Use Policy for Connected Products and Services (available at: www.crown.com) is incorporated herein by reference and shall govern Crown's use of any data collected and transmitted to Crown through a Connected Product or Connected Service. Such Data Use Policy may be updated by Crown periodically as set forth therein.
19. **Contingencies.** Crown shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; the elements; riot; labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material, or equipment used in the manufacture of the equipment; failure of any party to perform any contract with Crown relative to the production of the equipment; or from any cause whatsoever beyond Crown's control, whether or not such cause be similar or dissimilar to those enumerated. Crown shall promptly notify Buyer of the happening of any such contingency and of the contemplated effect thereof on the manufacture and delivery of the equipment.
20. **Miscellaneous.** Buyer's rights and obligations hereunder may not be assigned or delegated without the prior written consent of Crown. Crown may freely assign its rights and obligations. The Quotation and these Terms and Conditions shall be governed by and construed in accordance with the Uniform Commercial Code as adopted by Ohio under which jurisdiction Buyer consents. The Quotation and these Terms and Conditions supersede all prior written or oral agreements with respect to the subject matter hereof. The invalidity of any part of the Quotation or these Terms and Conditions shall not affect the validity of the remaining provisions. All claims or suits against Crown must be made within one (1) year of the date the cause of actions occurred (regardless of when they were discovered) or be forever barred. No waiver shall be effective against Crown unless Crown agrees to same in writing. Paragraph headings found herein are for convenience only and are not to be considered in interpreting any of the provisions hereof.

To: St Petersburg Free Clinic
3115 44th Ave N
Saint Petersburg, FL 33714-3807
Attn: Abi Paz

Date: August 30, 2022
Our Ref: 41120007
Phone: 727-821-6574
Fax:

Due to the volatility of pricing, interest rates, and freight costs over extended lead times, I understand that my total cost / lease price may vary from this proposal.

We respectfully submit this quotation for the following NEW Toyota Electric Lift Truck (1 each):

Toyota...Proud to be the world's #1 forklift manufacturer!

TOYOTA MODEL 8FBCU25, 4-Wheel Sit-Down AC Electric Lift Truck, quality engineered with the following specification:

- Cushion Tires
- Electric Battery Powered

SYSTEM OF ACTIVE STABILITY™ (SAS)

Toyota's industry exclusive System of Active Stability (SAS) helps reduce lift truck instability by electronically monitoring and controlling various functions of the lift truck.

- **Active Control Rear Stabilizer:** Various lift truck sensors simultaneously monitor vehicle speed, fork height, load weight, and vehicle yaw (or angular acceleration). Should the operator inadvertently place the truck in a potentially unstable lateral condition, the sensors trigger the SAS controller to activate the Active Control Rear Stabilizer to help reduce the likelihood of a lateral tip over. (Note: Does not apply to dual drive configured models)
- **Active Mast Function Controller (AMC):** Should the operator inadvertently place the lift truck in a potentially unstable longitudinal condition, these same sensors trigger the SAS controller to activate the AMC, which limits forward tilt and/or tilt back speed to help reduce the likelihood of a longitudinal tip over.

AC DRIVE AND LIFT SYSTEMS

- **Quicker acceleration.**
- **Higher top speeds.**
- **Longer lasting power.**
- **Low maintenance.**

These are the hallmark benefits of the revolutionary 8FBCU electric lift truck with AC drive hydraulics that distinguish it from conventional DC powered lift trucks. Simply put, Toyota's 8FBCU models are electric marvels, offering unprecedented power, performance and energy efficiency. They are the sum total of creative engineering, breakthrough design and proven technology. All driven by a single vision: to create a superior-performing electric lift



Photo may portray optional equipment not included in your quotation.

truck that helps boost productivity and minimize operating costs.

AUTOMATIC FORK LEVELING

Toyota's Automatic Fork Leveling feature increases productivity while reducing damage with a push of a button. By depressing the Automatic Fork Leveling button during forward tilt, operators are quickly and easily able to level the forks.

TOYOTA BUILT MOTORS

Engineered to the highest standards of quality, durability, and reliability, your Toyota 8-Series lift truck is outfitted with the industries most respected AC electric motors.

ULTRA COMFORT 4-WAY ADJUSTABLE, FULL SUSPENSION SEAT WITH NON-CINCHING SEAT BELT

Operator comfort is taken to a new level with Toyota's Ultra Comfort 4-way adjustable, full suspension vinyl seat.

Mast 4-Stage (QFV) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation. Mast specifications:
Maximum Fork Height - **259.5"**
Overall Lowered Height - 89.0" (Overhead Guard Height - 88.00")
Free Lift - 40.9" with standard Load Backrest

Lifting Capacity **Base Model Capacity - 5,000 lbs. @ 24" load center**
Actual Capacity, based on quoted specifications, - 3,850 lbs. @24" load center to 259.5" MFH

Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.

Tilt 6 degrees forward and 5 degrees backwards

Carriage "Wide Carriage Class II - 36"

Forks "Forks 42" x 5" x 1.6" - Class II"

Load Backrest 48" High Load Backrest

Attachments **Toyota 36" Integral Sideshifter (Includes 3 Way Valve and 3rd Function)**

Speeds Travel Speed: 10.90 mph Lift Speed: 93 fpm

Voltage 36 Volt Electrical System

Steering Hydrostatic (On Demand) Power Steering

Battery Standard: 30.5" (L) x 39.1" (W) x 23.8" (H)
Compartment Quoted with:
30.5" (L) x 39.1" (W) x 23.8" (H) Note: If Order with QFV Mast(Non Compact)

Wheels and Front Tires: 21x7x15 (Wide Tread)
Tires Rear Tires: 16x5x10.5

Additional Equipment

Toyota 360 Support Plus 4
 LED STROBE LIGHT (AMBER)
 Cold Storage Model (Type 20S)
 Rear View Mirrors - Left and Right Sides
 Adjustable Volume Backup Alarm (Smart Alarm)
 Right Rear Assist with Horn Button
 Pencil / Tape Holder
 18-85W-25 600C04P01 1020AHWL H
 PTOM3-48C-180Y-PTO STD H
 Flow Rite WTR BK1C0201518 H

Other Outstanding Toyota Features

- Regenerative Braking
- (ON DEMAND) Full Hydraulic Power Steering
- Programmable Auto-Shut off
- Operator Presence Sensing System (OPSS)
- Travel Power Control (Programmable Acceleration)
- Planned Maintenance Indicator
- Foot Parking Brake
- Adjustable Headlights with Guards
- Electronic Shift Control
- 11.8" Two spoke steering wheel
- Dual Operator Assist Grips
- Dash Integrated Pen/Pencil/Cup Holder
- Durable Rubber Floor Mat
- Dash Mounted Cup Holder
- Digital Multifunction Display with built in Analyzer
- CAN-BUS controller wiring

Some standard items listed within this quotation may be replaced or altered due to optional equipment.

Warranty

Toyota 360 Support Plus 4
 48 Months/8,000 Hrs Carriage to Counterweight Warranty
 60 Months/8,000 Hrs Major Parts and Component Warranty
 Up to First (4) PM's Included (Parts and Labor)

TMH reserves the right to accept or decline any application for enrollment into the T360 Plus warranty plan.

Investment	Price-Toyota Model 8FBCU25 as specified above:	\$48,719	Each
	Net Price:	\$48,719	Each

Financing and Maintenance

A broad range of competitive and flexible financing options are available through Toyota. Financing requires credit approval. Terms and conditions are subject to change.

In addition, Full Maintenance and Planned Maintenance programs are available.

1. **60-month Lease with 60-month Planned Maintenance contract.** Total monthly payments of **\$931.53** plus applicable taxes. First payment is due in advance.
Usage Hours: 1000 per Year **Quantity: _____** **Initial Selected Option _____**
2. **60-month Lease.** Total monthly payments of **\$840.53** plus applicable taxes. First payment is due in advance.
Usage Hours: 1000 per Year **Quantity: _____** **Initial Selected Option _____**

Terms and Conditions

Payment: Net 10 days / Cash or Financed
Delivery: Will advise at time of order.
F.O.B.: Delivered
Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.
Lease offerings subject to credit approval
Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.
Some options and configurations may void UL.
Conditions subject to change to those in effect at time of delivery.
Your signature on this proposal constitutes an order.
Please contact your Toyota sales representative for additional information.

Sincerely,
Southern States Toyotalift

Accepted:
St Petersburg Free Clinic

Cash Price \$ _____
Financed Payment \$ _____ *Per Month* _____ *Months*

By: _____
Name: Kody Brookbank
Title: Sales Representative

By: _____
Name: _____
Title: _____
Date: _____

To: St Petersburg Free Clinic
3115 44th Ave N
Saint Petersburg, FL 33714-3807
Attn: Abi Paz

Date: August 30, 2022
Our Ref: 41130512
Phone: 727-821-6574

Due to the volatility of pricing, interest rates, and freight costs over extended lead times, I understand that my total cost / lease price may vary from this proposal.

Toyota...Proud to be the world's #1 forklift manufacturer!

TOYOTA MODEL 50-8FGCU25, Internal Combustion Lift Truck, quality engineered with the following specification:

- Cushion Tires
- LP Gas Powered - UL Type "LP" Rating

This forklift is equipped with a 3-Way Catalytic Muffler System as standard equipment, and conforms to current Federal EPA and California ARB regulations for off-road large spark ignited engines.

SYSTEM OF ACTIVE STABILITY™ (SAS)

Toyota's industry exclusive System of Active Stability (SAS) helps reduce lift truck instability by electronically monitoring and controlling various functions of the lift truck.

- **Active Control Rear Stabilizer:** Various lift truck sensors simultaneously monitor vehicle speed, fork height, load weight, and vehicle yaw (or angular acceleration). Should the operator inadvertently place the truck in a potentially unstable lateral condition, the sensors trigger the SAS controller to activate the Active Control Rear Stabilizer to help reduce the likelihood of a lateral tip over. (Note: Does not apply to dual drive configured models)
- **Active Mast Function Controller (AMC):** Should the operator inadvertently place the lift truck in a potentially unstable longitudinal condition, these same sensors trigger the SAS controller to activate the AMC, which limits forward tilt and/or tilt back speed to help reduce the likelihood of a longitudinal tip over.



Photo may portray optional equipment not included in your quotation.

AUTOMATIC FORK LEVELING

Toyota's Automatic Fork Leveling feature increases productivity while reducing damage with a push of a button. By depressing the Automatic Fork Leveling button during forward tilt, operators are quickly and easily able to level the forks.

TOYOTA ENGINE

Engineered to the highest standards of quality, durability, and reliability, your Toyota 8-Series lift truck is outfitted with the industry's most respected industrial engines.

PREMIUM, 4-WAY ADJUSTABLE, FULL SUSPENSION SEAT WITH ORANGE, NON-CINCHING SEAT BELT

Operator comfort is taken to a new level with Toyota's Premium, 4-way adjustable, full suspension vinyl seat. With lumbar, weight, tilt, and almost 6 inches of fore/aft adjustability, your operators will be comfortable and productive throughout their shift. Standard orange, non-cinching seat belt provides additional comfort in applications requiring frequent reverse travel.

LCD MULTI-FUNCTION DISPLAY II

Features on the new MFD II include data log functions, fuel information, & operation data log all with QR code output; fuel gauge (excluding LP); and password protected administrator level access that can manipulate functions such as travel, vehicle management, and operation data log functions.

Mast 4-Stage (QFV) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation. Mast specifications:
Maximum Fork Height - **259.5"**
Overall Lowered Height - 89.0" (Overhead Guard Height - 80.70")
Free Lift - 39.0" with standard Load Backrest

Lifting Capacity **Base Model Capacity - 5,000 lbs. @ 24" load center**
Actual Capacity, based on quoted specifications, - 2,900 lbs. @24" load center to 259.5" MFH

Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.

Tilt 6 degrees forward and 5 degrees backwards

Carriage ITA Hook Type 36Carriage

Forks **Forks 42" x 5" x 1.6" - Class II**

Load Backrest 48" High Load Backrest

Attachments **3 Way Valve (With 3rd Function Internal Hosing)**
Cascade 36" Integral Sideshifter (Maximum 60" Forks)

Speeds Travel Speed: 10.60 mph Lift Speed: 114 fpm

Engine Toyota 2.2L 4Y-US Industrial LP Engine
136 cubic inch displacement, 4 cylinder, overhead valve (OHV)
Net Torque Rating: 112 @ 1800 rpm SAE ft-lb
Net Horsepower Rating: 51 @ 2570 rpm SAE HP

Transmission Automatic Transmission
1 speed forward, 1 speed reverse standard.

Steering Load Sensing Hydrostatic Power Steering with Tilt Steering Column

Wheels and Tires Front Tires: 21x7x15 (Wide Tread)
Rear Tires: 16x5x10-1/2

Additional Equipment

TK20- 2020 New Standards
Toyota 360 Support Plus 4
LED STROBE LIGHT (AMBER)
Premium Ventilation Package includes: Box Fin Radiator, High-Speed Fan Pulley, High CFM Ring Fan, Hood Ventilation and Under Cover with Holes
Pre-cleaner
Tilt Cylinder Boots
Adjustable Volume Back-up Alarm (Smart Alarm)
Rear Pillar Assist Grip with Horn Button
Wide Tread
UL Approved Model Type "LP" (tank not included)

- Other Outstanding Toyota Features**
- Operator Presence Sensing System (OPSS)
 - Fully Stamped Steel Side Panels
 - Electronic Speed Control
 - Weather Protected Electrical System
 - Unparalleled Fork Tip Visibility
 - Foot Activated Park Brake with High Mount Release
 - Electronic Shift Control
 - 7" Cyclone Air Cleaner
 - Fully Insulated Stamped Steel Engine Hood
 - Dual Operator Assist Grips
 - Oversized Cup Holder
 - Heavy Duty, Non-Slip Rubber Floor Mat

Some standard items listed within this quotation may be replaced or altered due to optional equipment.

Warranty

Toyota 360 Support Plus 4
 48 Months/8,000 Hrs Carriage to Counterweight Warranty
 60 Months/8,000 Hrs Major Parts and Component Warranty
 Up to First (4) PM's Included (Parts and Labor)

TMH reserves the right to accept or decline any application for enrollment into the T360 Plus warranty plan.

Investment	Price-Toyota Model 50-8FGCU25 as specified above:	\$39,413	Each
	Net Price:	\$39,413	Each

Financing and Maintenance

A broad range of competitive and flexible financing options are available through Toyota. Financing requires credit approval. Terms and conditions are subject to change.

In addition, Full Maintenance and Planned Maintenance programs are available.

1. **60-month Lease with 60-month Planned Maintenance contract.** Total monthly payments of **\$765.35** plus applicable taxes. First payment is due in advance.

Usage Hours: 500 per Year

Quantity: _____ Initial Selected Option _____

2. **60-month Lease.** Total monthly payments of **\$645.35** plus applicable taxes. First payment is due in advance.

Usage Hours: 500 per Year

Quantity:_____ Initial Selected Option_____

Terms and Conditions

Payment: Net 10 days / Cash or Financed

Delivery: Will advise at time of order.

F.O.B.: Delivered

Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.

Lease offerings subject to credit approval

Performance and specifications stated are based on specific testing and operating conditions.

Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.

Some options and configurations may void UL.

Conditions subject to change to those in effect at time of delivery.

Your signature on this proposal constitutes an order.

Please contact your Toyota sales representative for additional information.

Sincerely,
Southern States Toyotalift

Accepted:
St Petersburg Free Clinic

Cash Price \$ _____

Financed Payment \$ _____ *Per Month _____ Months*

By: _____

By: _____

Name: Kody Brookbank

Name: _____

Title: Sales Representative

Title: _____

Date: _____



St Petersburg Free Clinic

3115 44th Ave N
Saint Petersburg, FL 33714-3807

List Price:
\$4,450.00

Lead Time: 4-6 Weeks
Shipping & Installation
included

Warranty: 3 years
Quote Valid for: 30 days

Capacity as Quoted: 5000 LB @ 24.00" LC

Cascade Part No: 23C-WFE-2A-0115
FOB Springfield, OH

SPECIFICATIONS

Capacity:	5000 lbs
Load Center:	24 in.
Estimated Weight:	284 lbs
ET:	3 in.
HCG:	13 in.
VCG:	2 in.

HYDRAULIC

PRODUCT INFORMATION

Product Func: PRO Size/Gen: 23C
NTEP Classification: Non Approved with 2 lb. Display Graduation
Calibration: Pounds
Mounting Class: II
Thickness: 2.4 inches
Upright Width: 4 inches
Upright Width Including Batteries: 7.5 inches
Blade Width: 5.2 inches
Blade Length: 42 inches
Fork Tips: Standard Taper Top Bevel (USA Standard)
Features: Replaceable Battery Module for Each Fork
Features: Wireless Bluetooth from Forks to Display



Image shown for illustrative purposes only

Sincerely,
Southern States Toyotalift

Accepted:
St Petersburg Free Clinic

Cash Price \$ _____
Financed Payment \$ _____ Per Month _____ Months

By: _____

By: _____

Name: Kody Brookbank

Name: _____

Title: Sales Representative

Title: _____

Date: _____

Corporate Office • 115 S. 78th Street, Tampa, FL 33619 • (800) 226-2345

4925 Raymond Industrial Dr.
Lakeland, FL 33815
(863) 577-5438
Fax (863) 577-5477

11000 Palmbay Drive
Orlando, FL 32824
(407) 859-3000
Fax (407) 859-9944

5127 Recker Highway
Winter Haven, FL 33880
(863) 967-8551
Fax (863) 965-2681

1865 Business Parkway
Valdosta, GA 31601
(229) 247-8377
Fax (229) 245-7299

4700 Pio Nono Ave.
Macon, GA 31206
(478) 788-0520
Fax (478) 784-1525

13291 Vantage Way, Suite 105
Jacksonville, FL 32218
(904) 493-1150
Fax (904) 493-1160

1623 N. Magnolia Ave.
Ocala, FL 34475
(352) 840-0030
Fax (352) 840-7166

560 Cynthia Street
Jacksonville, FL 32254
(904) 764-7662
Fax (904) 764-1079

7565 Chattsworth Road
Columbus, GA 31820
(706) 660-0067
Fax (706) 660-0066

1115 Don L. Cutler Sr. Dr
Albany, GA 31705
(229) 338-7277
Fax (229) 338-7270

Major Lines

Toyota Material Handling
Raymond
Autocar
Bastian
Columbia
Combilift
JLG
Manitou
PowerBoss



Organization Budget Fiscal Year 2021-2022

	Budget 10/1/2021 - 9/30-2022
Income	
Contributions	2,930,000
Grants	5,294,375
Special Events	1,000,000
Bequests	700,000
Client Contributions	100,000
In-Kind	30,700,000
Total Income	40,724,375
Expense	
Personnel (<i>Wages, Benefits & Payroll Tax</i>)	4,863,536
Direct Assistance (<i>Food, Water, Utilities & Medical Support</i>)	3,390,400
Program Supplies	273,872
Information Technology	107,234
Marketing, Printing & Postage	158,594
Bank Fees	61,477
Licenses, Dues & Subscriptions	116,211
Human Resources, Audit & Legal	89,511
Staff Training & Education	50,000
Insurance	180,585
Utilities	139,050
Telecom & Internet	87,805
Truck Fuel	77,399
Building Repairs & Maintenance	188,500
Building Equipment & Supplies	91,730
Special Events	125,000
In-Kind	30,700,000
Total Expense	40,700,904
Net Income	23,471

NAME	Committee	Term	Start Date and Term End Date
Adams, Janet Chair Employment: Retired	Finance, Governanc e Executive, Property & Capital Assets	2	Start Date: 5/2014 End Date: 2024
Baccari, Barbara		2	Start Date: 10/2016 End Date: 2022
Bourdow, Marylou Secretary	Executive	2	Start Date: 10/2016 End Date: 2022
Brody, Lisa	Governance	1	Start Date: 10/2019 End Date: 9/30/2022
Hechtkopf, Bonnie		1	Start Date: 10/2019 End Date: 9/30/2022
Hess, Gary	Governance	1	Start Date: 10/2019 End Date: 9/30/2022
Holden, Greg, Vice Chair	Finance, Governanc e Executive, Property & Capital Assets	2	Start Date: 10/2017 End Date: 9/30/2023
Heinkel, Liz		1	Start Date: 10/2021 End Date: 9/30/2024
Jackson, Kimberly	Governance	2	Start Date: 10/2016 End Date: 9/30/2022

Maguire, Amy		1	Start Date: 10/2020 End Date: 9/30/2023
McMahon, Tim Treasurer		2	Start Date: 10/2018 End Date: 9/30/2024
Meyer, Tamara		2	Start Date: 1/2017 End Date: 9/30/2022
Mitchell, Judy	Property & Capital Assets	1	Start Date: 10/2019 End Date: 9/30/2022
Neeb, Michael		1	Start Date: 11/2021 End Date: 09/30/2024
Perry, Jodi	Finance , Executi ve	2	Start Date: 10/2018 End Date: 9/30/2024
Smith, Erica	Governance	1	Start Date: 10/2019 End Date: 9/30/2022
Smith, Nadine	Finance	2	Start Date: 10/2018 End Date: 9/30/2024
Van Law, Bill Ex-Officio	Executive	2	Start Date: 5/2014 End Date: 9/30/2022
Warner, David	Governance	2	Start Date: 10/2018 End Date: 9/30/2024
Simmons, Bemetra		1	Start Date: 1/2022 End Date: 12/31/2028
Flowers, Gary		1	Start Date : 12/2021 End Date : 11/30/2027
Jennifer Yeagley, CEO			

Form **990**

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

2020

Department of the Treasury
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

A For the 2020 calendar year, or tax year beginning **OCT 1, 2020** and ending **SEP 30, 2021**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization St. Petersburg Free Clinic, Inc. Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite 863 Third Ave. N. City or town, state or province, country, and ZIP or foreign postal code St. Petersburg, FL 33701 F Name and address of principal officer: Janet Adams same as C above	D Employer identification number ** - ***8280 E Telephone number 727-821-1200 ex G Gross receipts \$ 35,786,089. H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions H(c) Group exemption number ▶
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		
J Website: ▶ www.stpetersburgfreeclinic.org		
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		L Year of formation: 1970 M State of legal domicile: FL

Part I Summary

1	Briefly describe the organization's mission or most significant activities: St. Pete Free Clinic changes lives by providing health care, nutritious food, recovery housing,		
2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
3	Number of voting members of the governing body (Part VI, line 1a)	3	21
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	21
5	Total number of individuals employed in calendar year 2020 (Part V, line 2a)	5	77
6	Total number of volunteers (estimate if necessary)	6	450
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.
8	Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
9	Program service revenue (Part VIII, line 2g)	33,512,461.	34,776,657.
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0.	0.
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	43,874.	304,379.
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	0.	260,134.
13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	33,556,335.	35,341,170.
14	Benefits paid to or for members (Part IX, column (A), line 4)	697,418.	4,833,377.
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0.	0.
16a	Professional fundraising fees (Part IX, column (A), line 11e)	3,316,887.	3,734,509.
b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 881,534.	0.	0.
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	26,442,802.	24,959,635.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	30,457,107.	33,527,521.
19	Revenue less expenses. Subtract line 18 from line 12	3,099,228.	1,813,649.
20	Total assets (Part X, line 16)	Beginning of Current Year	End of Year
21	Total liabilities (Part X, line 26)	21,200,574.	23,226,026.
22	Net assets or fund balances. Subtract line 21 from line 20	1,460,675.	1,347,051.
22		19,739,899.	21,878,975.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer Janet Adams, Chair Type or print name and title	Date
Paid Preparer Use Only	Print/Type preparer's name Mary Brown	Preparer's signature
	Firm's name ▶ PDR CPAS + Advisors Firm's address ▶ 4023 Tampa Road, Suite 2000 Oldsmar, FL 34677	Date Check if self-employed <input type="checkbox"/> PTIN P01892845 Firm's EIN ▶ ** - ***7531 Phone no. 727-785-4447

May the IRS discuss this return with the preparer shown above? See instructions Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III [X]

1 Briefly describe the organization's mission: With compassion and respect, St. Pete Free Clinic changes lives by providing health care, nutritious food, recovery housing, and education for our neighbors in need.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [] Yes [X] No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [X] Yes [] No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses.

4a (Code:) (Expenses \$ 16,416,026. including grants of \$ 4,833,377.) (Revenue \$) Jared S. Hechtkopf Community Food Bank solicits food from all segments of the food industry, as well as from groups and individuals through food drives and individual donations.

4b (Code:) (Expenses \$ 12,577,420. including grants of \$) (Revenue \$) We Help Services addresses the social determinants of health by providing access to nutritious food, along with financial support for water and utility bills, assistance in obtaining driver's licenses, birth certificates, and other documents to secure housing and employment.

4c (Code:) (Expenses \$ 1,712,368. including grants of \$) (Revenue \$) The SPFC Health Center offers access to quality healthcare for adults aged 18 - 64 who lack health insurance and meet other income requirements, allowing them to receive primary care, as well as a range of specialty care services.

4d Other program services (Describe on Schedule O.) (Expenses \$ 1,462,180. including grants of \$) (Revenue \$)

4e Total program service expenses 32,167,994.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors?</i>	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>	X	
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	X	
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	X	
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i>		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		X

Part IV Checklist of Required Schedules (continued)

Table with 3 columns: Question ID, Question Text, and Yes/No columns. Rows include questions 22 through 38 regarding grants, compensation, tax-exempt bonds, excess benefits, and other IRS filings.

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V []

Table with 3 columns: Question ID, Question Text, and Yes/No columns. Rows include questions 1a, 1b, and 1c regarding Form 1096, Forms W-2G, and backup withholding rules.

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Table with columns for question number, question text, and Yes/No checkboxes. Includes questions 2a through 16 regarding employee counts, tax returns, unrelated business income, foreign accounts, prohibited transactions, and charitable contributions.

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
	1a 21		
b	Enter the number of voting members included on line 1a, above, who are independent		
	1b 21		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?	X	
b	Each committee with authority to act on behalf of the governing body?	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
10b			
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	X	
12c		X	
13	Did the organization have a written whistleblower policy?	X	
14	Did the organization have a written document retention and destruction policy?	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a	The organization's CEO, Executive Director, or top management official	X	
b	Other officers or key employees of the organization	X	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		
16b			

Section C. Disclosure

- 17** List the states with which a copy of this Form 990 is required to be filed **None**
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain on Schedule O)
- 19** Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records **Jennifer Yeagley - 727-821-1200**
863 Third Avenue North, St. Petersburg, FL 33701

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
 - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
 - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
 - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Jennifer Yeagley CEO	45.00			X				136,636.	0.	10,452.
(2) Michael Bice Interim CEO	40.00			X				36,035.	0.	2,756.
(3) Janet Adams Chair	4.00	X		X				0.	0.	0.
(4) Greg Holden Vice Chair	4.00	X		X				0.	0.	0.
(5) Marylou Bourdow Secretary	4.00	X		X				0.	0.	0.
(6) Jodi Perry Treasurer	2.00	X		X				0.	0.	0.
(7) Tim McMahon Director	1.00	X						0.	0.	0.
(8) Lisa Brody Director	1.00	X						0.	0.	0.
(9) Barbara Baccari Director	1.00	X						0.	0.	0.
(10) Kimberly Jackson Director	1.00	X						0.	0.	0.
(11) Bonnie Hecktkopf Director	1.00	X						0.	0.	0.
(12) Amy Maguire Director	1.00	X						0.	0.	0.
(13) Bert Martin Director	1.00	X						0.	0.	0.
(14) Tamara Meyer Director	1.00	X						0.	0.	0.
(15) Nadine Smith Director	1.00	X						0.	0.	0.
(16) Sarah Lind Ribeiro Director	1.00	X						0.	0.	0.
(17) William Sweeney Director	1.00	X						0.	0.	0.

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(18) John Tucker Director	1.00	X						0.	0.	0.
(19) Bill Van Law Ex-Officio	1.00	X						0.	0.	0.
(20) Gary Hess Director	1.00	X						0.	0.	0.
(21) David Warner Director	1.00	X						0.	0.	0.
(22) Judy Mitchell Director	1.00	X						0.	0.	0.
(23) Erica Smith Director	1.00	X						0.	0.	0.
1b Subtotal								172,671.	0.	13,208.
c Total from continuation sheets to Part VII, Section A								0.	0.	0.
d Total (add lines 1b and 1c)								172,671.	0.	13,208.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **1**

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A)	(B)	(C)	(D)	
			Total revenue	Related or exempt function revenue	Unrelated business revenue	Revenue excluded from tax under sections 512 - 514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a	Federated campaigns	1a				
	b	Membership dues	1b				
	c	Fundraising events	1c				
	d	Related organizations	1d	77,423.			
	e	Government grants (contributions)	1e	486,650.			
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	34,212,584.			
	g	Noncash contributions included in lines 1a-1f	1g	\$ 22,390,013.			
	h	Total. Add lines 1a-1f		34,776,657.			
	Program Service Revenue	2 a		Business Code			
b							
c							
d							
e							
f		All other program service revenue					
g		Total. Add lines 2a-2f					
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)		14,291.		14,291.	
	4	Income from investment of tax-exempt bond proceeds					
	5	Royalties					
	6 a	Gross rents	(i) Real				
			(ii) Personal				
	6 b	Less: rental expenses					
	6 c	Rental income or (loss)					
	d	Net rental income or (loss)					
	7 a	Gross amount from sales of assets other than inventory	(i) Securities				
			(ii) Other		731,433.		
	7 b	Less: cost or other basis and sales expenses		441,345.			
	7 c	Gain or (loss)		290,088.			
d	Net gain or (loss)		290,088.	290,088.			
8 a	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18						
			263,708.				
8 b	Less: direct expenses		3,574.				
c	Net income or (loss) from fundraising events		260,134.		260,134.		
9 a	Gross income from gaming activities. See Part IV, line 19						
9 b	Less: direct expenses						
c	Net income or (loss) from gaming activities						
10 a	Gross sales of inventory, less returns and allowances						
10 b	Less: cost of goods sold						
c	Net income or (loss) from sales of inventory						
Miscellaneous Revenue	11 a		Business Code				
	b						
	c						
	d	All other revenue					
	e	Total. Add lines 11a-11d					
12	Total revenue. See instructions		35,341,170.	290,088.	0.	274,425.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22	4,833,377.	4,833,377.		
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	172,672.	62,162.	62,162.	48,348.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	3,076,459.	2,455,579.	172,394.	448,486.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	485,378.	325,475.	90,668.	69,235.
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	105,539.	64,018.	24,931.	16,590.
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	67,936.	18,309.	19,543.	30,084.
12 Advertising and promotion	108,585.	35.		108,550.
13 Office expenses	103,681.	63,232.	5,602.	34,847.
14 Information technology	226,052.	156,280.	48,095.	21,677.
15 Royalties				
16 Occupancy	502,062.	448,941.	22,500.	30,621.
17 Travel	199,589.	199,506.		83.
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	603,963.	592,077.	5,943.	5,943.
23 Insurance	117,166.	100,710.	6,615.	9,841.
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Donated food distribute	22,452,860.	22,452,860.		
b Program Supplies	364,606.	346,893.	6,136.	11,577.
c Training	59,285.	37,883.	5,986.	15,416.
d Fees & Licenses	48,311.	10,657.	7,418.	30,236.
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	33,527,521.	32,167,994.	477,993.	881,534.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here if following SOP 98-2 (ASC 958-720)

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	4,446,898.	1	5,759,472.
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net	1,930,070.	3	1,858,159.
	4 Accounts receivable, net	3,022,772.	4	4,210,927.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use	326,840.	8	342,637.
	9 Prepaid expenses and deferred charges	57,255.	9	146,999.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 12,792,042.		
	b Less: accumulated depreciation	10b 2,650,506.	10,028,904.	10c 10,141,536.
	11 Investments - publicly traded securities	180,534.	11	211,065.
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11	1,207,301.	15	555,231.
16 Total assets. Add lines 1 through 15 (must equal line 33)	21,200,574.	16	23,226,026.	
Liabilities	17 Accounts payable and accrued expenses	593,583.	17	402,719.
	18 Grants payable		18	
	19 Deferred revenue	285,590.	19	284,742.
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties	486,650.	23	569,635.
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	94,852.	25	89,955.
	26 Total liabilities. Add lines 17 through 25	1,460,675.	26	1,347,051.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	11,659,053.	27	14,093,949.
	28 Net assets with donor restrictions	8,080,846.	28	7,785,026.
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	19,739,899.	32	21,878,975.
33 Total liabilities and net assets/fund balances	21,200,574.	33	23,226,026.	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	35,341,170.
2	Total expenses (must equal Part IX, column (A), line 25)	2	33,527,521.
3	Revenue less expenses. Subtract line 2 from line 1	3	1,813,649.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	19,739,899.
5	Net unrealized gains (losses) on investments	5	96,692.
6	Donated services and use of facilities	6	228,735.
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	21,878,975.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
b Were the organization's financial statements audited by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input checked="" type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? _____ If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? _____	X	
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits _____	X	

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	12,681,413.	18,269,703.	23,467,291.	33,512,461.	34,807,391.	122,738,259.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge ...						
4 Total. Add lines 1 through 3	12,681,413.	18,269,703.	23,467,291.	33,512,461.	34,807,391.	122,738,259.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						122,738,259.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
7 Amounts from line 4	12,681,413.	18,269,703.	23,467,291.	33,512,461.	34,807,391.	122,738,259.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources ...	9,454.	31,648.	48,615.	43,874.	14,291.	147,882.
9 Net income from unrelated business activities, whether or not the business is regularly carried on ...						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						122,886,141.

12 Gross receipts from related activities, etc. (see instructions) **12**

13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

Section C. Computation of Public Support Percentage

14 Public support percentage for 2020 (line 6, column (f), divided by line 11, column (f)).....	14	99.88 %
15 Public support percentage from 2019 Schedule A, Part II, line 14	15	99.85 %

16a 33 1/3% support test - 2020. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization

b 33 1/3% support test - 2019. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization

17a 10% -facts-and-circumstances test - 2020. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization

b 10% -facts-and-circumstances test - 2019. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization

18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

Section C. Computation of Public Support Percentage

15 Public support percentage for 2020 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2019 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2020 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2019 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2020. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

b 33 1/3% support tests - 2019. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in lines 11b and 11c below, the governing body of a supported organization?		
b A family member of a person described in line 11a above?		
c A 35% controlled entity of a person described in line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI .		
11a		
11b		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
1		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
3 By reason of the relationship described in line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
1		
2		
3		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.			
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.			
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).			
2 Activities Test. Answer lines 2a and 2b below.			
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		Yes	No
b Did the activities described in line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.			
3 Parent of Supported Organizations. Answer lines 3a and 3b below.			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No" provide details in Part VI .			
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.			
2a			
2b			
3a			
3b			

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions.
All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required - <i>provide details in Part VI</i>)	5
6	Other distributions (<i>describe in Part VI</i>). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (<i>provide details in Part VI</i>). See instructions.	8
9	Distributable amount for 2020 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2020	(iii) Distributable Amount for 2020
1 Distributable amount for 2020 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2020 (reasonable cause required - <i>explain in Part VI</i>). See instructions.			
3 Excess distributions carryover, if any, to 2020			
a From 2015			
b From 2016			
c From 2017			
d From 2018			
e From 2019			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2020 distributable amount			
i Carryover from 2015 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2020 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2020 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2020, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
6 Remaining underdistributions for 2020. Subtract lines 3h and 4b from line 1. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
7 Excess distributions carryover to 2021. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2016			
b Excess from 2017			
c Excess from 2018			
d Excess from 2019			
e Excess from 2020			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Public Disclosure Copy

Schedule B

(Form 990, 990-EZ, or 990-PF)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2020

Name of the organization

St. Petersburg Free Clinic, Inc.

Employer identification number

** - ***8280

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)(3) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization St. Petersburg Free Clinic, Inc.	Employer identification number ** - ***8280
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Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	<hr/> <hr/> <hr/> <hr/>	\$ 1,421,164.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	<hr/> <hr/> <hr/> <hr/>	\$ 3,071,253.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	<hr/> <hr/> <hr/> <hr/>	\$ 2,768,432.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
	<hr/> <hr/> <hr/> <hr/>	\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
	<hr/> <hr/> <hr/> <hr/>	\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
	<hr/> <hr/> <hr/> <hr/>	\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
	<hr/> <hr/> <hr/> <hr/>	\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Public Disclosure Copy

Name of organization St. Petersburg Free Clinic, Inc.	Employer identification number ** - ***8280
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Part II Noncash Property (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____

Public Disclosure Copy

Name of organization St. Petersburg Free Clinic, Inc.	Employer identification number ** - *** 8280
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Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this info. once.) ▶ \$ _____
Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	

Public Disclosure Copy

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.**

▶ **Attach to Form 990.**

▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization St. Petersburg Free Clinic, Inc. **Employer identification number** **-***8280

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?		<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?		<input type="checkbox"/> Yes <input type="checkbox"/> No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
 Preservation of land for public use (for example, recreation or education) Preservation of a historically important land area
 Protection of natural habitat Preservation of a certified historic structure
 Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$ _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1

(ii) Assets included in Form 990, Part X

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1

b Assets included in Form 990, Part X

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange program
 - e Other _____
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|---------------------------------|--------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	1,014,575.	1,123,200.	1,102,600.	1,102,600.	1,102,600.
b Contributions	51,739.	91,375.	20,600.		
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs	-200,000.	-200,000.			
f Administrative expenses					
g End of year balance	866,314.	1,014,575.	1,123,200.	1,102,600.	1,102,600.

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment _____ %
 - b Permanent endowment _____ %
 - c Term endowment _____ %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|-----------------------------|-----|----|
| (i) Unrelated organizations | | X |
| (ii) Related organizations | X | |
- b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		1,698,135.		1,698,135.
b Buildings		9,152,308.	1,476,136.	7,676,172.
c Leasehold improvements				
d Equipment		1,088,749.	506,910.	581,839.
e Other		852,850.	667,460.	185,390.
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				10,141,536.

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) Annuity obligations	89,955.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	89,955.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII...

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements	1	36,116,453.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	96,692.
b	Donated services and use of facilities	2b	228,735.
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	527,279.
e	Add lines 2a through 2d	2e	852,706.
3	Subtract line 2e from line 1	3	35,263,747.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	77,423.
c	Add lines 4a and 4b	4c	77,423.
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)	5	35,341,170.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements	1	33,547,247.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIII.)	2d	19,726.
e	Add lines 2a through 2d	2e	19,726.
3	Subtract line 2e from line 1	3	33,527,521.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	0.
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)	5	33,527,521.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Part X, Line 2:

The Free Clinic accounts for the effect of any uncertain tax positions based on a "more likely than not" threshold to the recognition of the tax positions being sustained based on the technical merits of the position under scrutiny by the applicable taxing authority. If a tax position or positions are deemed to result in uncertainties of those positions, the unrecognized tax benefit is estimated based on a "cumulative probability assessment" that aggregates the estimated tax liability for all uncertain tax positions. The Free Clinic has identified its tax status as a tax-exempt entity as its only significant tax position; however, the Free Clinic has determined that such tax position does not result in an uncertainty requiring recognition. The Free Clinic is not currently under

Part XIII Supplemental Information *(continued)*

examination by any taxing jurisdiction. The Free Clinic's federal returns are generally open for examination for three years following the date filed.

Part XI, Line 2d - Other Adjustments:

Revenues for consolidated entity, Sister Margaret Freeman Foundation

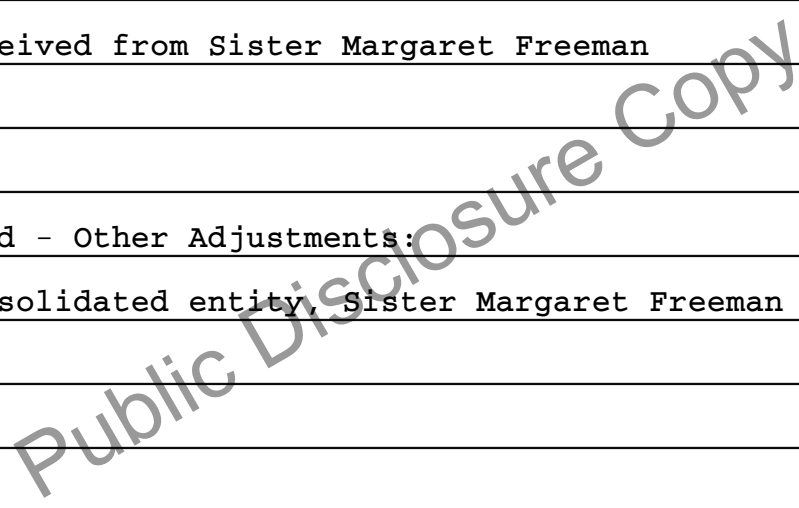
Investment return from Sister Margaret Freeman Foundation

Part XI, Line 4b - Other Adjustments:

Distribution received from Sister Margaret Freeman Foundation

Part XII, Line 2d - Other Adjustments:

Expenses for consolidated entity, Sister Margaret Freeman Foundation



Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events (add col. (a) through col. (c))
		Hunger Free (event type)	Battle of the Minds (event type)	None (total number)	
Revenue	1	Gross receipts	258,708.	5,000.	263,708.
	2	Less: Contributions			
	3	Gross income (line 1 minus line 2)	258,708.	5,000.	263,708.
Direct Expenses	4	Cash prizes			
	5	Noncash prizes			
	6	Rent/facility costs			
	7	Food and beverages			
	8	Entertainment			
	9	Other direct expenses	3,574.		3,574.
	10	Direct expense summary. Add lines 4 through 9 in column (d)			3,574.
11	Net income summary. Subtract line 10 from line 3, column (d)			260,134.	

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1	Gross revenue			
	2	Cash prizes			
Direct Expenses	3	Noncash prizes			
	4	Rent/facility costs			
	5	Other direct expenses			
6	Volunteer labor	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	
7	Direct expense summary. Add lines 2 through 5 in column (d)				
8	Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities: _____

a Is the organization licensed to conduct gaming activities in each of these states? Yes No

b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? Yes No

b If "Yes," explain: _____

Part IV Supplemental Information *(continued)*

Public Disclosure Copy

**SCHEDULE I
(Form 990)**

Department of the Treasury
Internal Revenue Service

**Grants and Other Assistance to Organizations,
Governments, and Individuals in the United States**
Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.
▶ Attach to Form 990.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2020

**Open to Public
Inspection**

Name of the organization **St. Petersburg Free Clinic, Inc.** Employer identification number
**** - *** 8280**

Part I General Information on Grants and Assistance

- 1** Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? Yes No
- 2** Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

1 (a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of non-cash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of noncash assistance	(h) Purpose of grant or assistance

- 2** Enter total number of section 501(c)(3) and government organizations listed in the line 1 table ▶
- 3** Enter total number of other organizations listed in the line 1 table ▶

**SCHEDULE M
(Form 990)**

Noncash Contributions

OMB No. 1545-0047

2020

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

- ▶ Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.
- ▶ Attach to Form 990.
- ▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization **St. Petersburg Free Clinic, Inc.** Employer identification number ****-***8280**

Part I Types of Property

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1 Art - Works of art				
2 Art - Historical treasures				
3 Art - Fractional interests				
4 Books and publications				
5 Clothing and household goods				
6 Cars and other vehicles				
7 Boats and planes				
8 Intellectual property				
9 Securities - Publicly traded				
10 Securities - Closely held stock				
11 Securities - Partnership, LLC, or trust interests				
12 Securities - Miscellaneous				
13 Qualified conservation contribution - Historic structures				
14 Qualified conservation contribution - Other				
15 Real estate - Residential				
16 Real estate - Commercial				
17 Real estate - Other				
18 Collectibles				
19 Food inventory	X		22,390,000.	Estimated \$1.79/LB
20 Drugs and medical supplies				
21 Taxidermy				
22 Historical artifacts				
23 Scientific specimens				
24 Archeological artifacts				
25 Other ()				
26 Other ()				
27 Other ()				
28 Other ()				

Public Disclosure Copy

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part V, Donee Acknowledgement **29**

- 30a During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least three years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period? **X**
- b If "Yes," describe the arrangement in Part II.
- 31 Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions? **X**
- 32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions? **X**
- b If "Yes," describe in Part II.
- 33 If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.

	Yes	No
30a		X
31	X	
32a		X

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule M (Form 990) 2020

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2020

Open to Public
Inspection

Name of the organization

St. Petersburg Free Clinic, Inc.

Employer identification number

** - ***8280

Form 990, Part I, Line 1, Description of Organization Mission:

and education for our neighbors in need.

Form 990, Part III, Line 3, Changes in Program Services:

During the year ended September 30, 2021, SPFC sold land, buildings, and improvements used in The Family Residence program resulting in approximately \$290,000 of gain on sale of property. The Family Residence property was sold to a related party.

Form 990, Part III, Line 4c, Program Service Accomplishments:

support to the community. Overall, the Health Center enrolled 38% more new patients than the previous year. The SPFC Dental Center provides uninsured adults with dental hygiene, fillings, extractions, dentures, and other dental services through volunteer dentists, dental assistants, and dental hygienists, as well as a small number of paid professionals. In fiscal year 2021, the Dental Center served 1,692 patients.

Form 990, Part VI, Section B, line 11b:

CEO reviews the Form 990 and provides the final draft of the exact IRS filing to each voting Board member for review and approval prior to filing the return.

Form 990, Part VI, Section B, Line 12c:

The CEO monitors for any conflict of interest among employees and board members, and involves the Chair or Board, as necessary.

Name of the organization St. Petersburg Free Clinic, Inc.	Employer identification number ** - *** 8280
---	--

Form 990, Part VI, Section B, Line 15:

The Board's Executive Committee determines the CEO's salary based on their knowledge of salaries at comparable organizations.

Form 990, Part VI, Section C, Line 19:

Form 990 and audited financial statements are available at www.stpetersburgfreeclinic.org or upon request.

Public Disclosure Copy

**SCHEDULE R
(Form 990)**

Department of the Treasury
Internal Revenue Service

Related Organizations and Unrelated Partnerships

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.
▶ Attach to Form 990.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020
Open to Public
Inspection

Name of the organization **St. Petersburg Free Clinic, Inc.** Employer identification number ****-***8280**

Part I Identification of Disregarded Entities. Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

Part II Identification of Related Tax-Exempt Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity?	
						Yes	No
Sister Margaret Freeman Foundation 31-1470427, 863 3rd Ave N, St. Petersburg, FL 33701	Support St. Petersburg Free Clinic	Florida	501(c)(3)	11A - Type 1	N/A		X

Part III Identification of Related Organizations Taxable as a Partnership. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
							Yes	No		Yes	No	

Part IV Identification of Related Organizations Taxable as a Corporation or Trust. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity?	
								Yes	No

Part V Transactions With Related Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

1 During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?

	Yes	No
a Receipt of (i) interest, (ii) annuities, (iii) royalties, or (iv) rent from a controlled entity		X
b Gift, grant, or capital contribution to related organization(s)		X
c Gift, grant, or capital contribution from related organization(s)		X
d Loans or loan guarantees to or for related organization(s)		X
e Loans or loan guarantees by related organization(s)		X
f Dividends from related organization(s)		X
g Sale of assets to related organization(s)		X
h Purchase of assets from related organization(s)		X
i Exchange of assets with related organization(s)		X
j Lease of facilities, equipment, or other assets to related organization(s)		X
k Lease of facilities, equipment, or other assets from related organization(s)		X
l Performance of services or membership or fundraising solicitations for related organization(s)		X
m Performance of services or membership or fundraising solicitations by related organization(s)		X
n Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)	X	
o Sharing of paid employees with related organization(s)	X	
p Reimbursement paid to related organization(s) for expenses		X
q Reimbursement paid by related organization(s) for expenses		X
r Other transfer of cash or property to related organization(s)	X	
s Other transfer of cash or property from related organization(s)	X	

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved
(1) Sister Margaret Freeman Foundation	R	0.	Cash
(2) Sister Margaret Freeman Foundation	S	77,423.	Cash
(3)			
(4)			
(5)			
(6)			

Application for Automatic Extension of Time To File an Exempt Organization Return

Department of the Treasury
Internal Revenue Service

▶ **File a separate application for each return.**
▶ **Go to www.irs.gov/Form8868 for the latest information.**

Electronic filing (e-file). You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits.

Automatic 6-Month Extension of Time. Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Type or print	Name of exempt organization or other filer, see instructions. St. Petersburg Free Clinic, Inc.	Taxpayer identification number (TIN) ** - *** 8280
File by the due date for filing your return. See instructions.	Number, street, and room or suite no. If a P.O. box, see instructions. 863 Third Ave. N.	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. St. Petersburg, FL 33701	

Enter the Return Code for the return that this application is for (file a separate application for each return) 0 | 1

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 990-T (corporation)	07
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

Jennifer Yeagley

- The books are in the care of ▶ **863 Third Avenue North - St. Petersburg, FL 33701**
Telephone No. ▶ **727-821-1200** Fax No. ▶ _____
- If the organization does not have an office or place of business in the United States, check this box
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) _____. If this is for the whole group, check this box . If it is for part of the group, check this box and attach a list with the names and TINs of all members the extension is for.

1 I request an automatic 6-month extension of time until **August 15, 2022**, to file the exempt organization return for the organization named above. The extension is for the organization's return for:
 ▶ calendar year _____ or
 ▶ tax year beginning **OCT 1, 2020**, and ending **SEP 30, 2021**.

2 If the tax year entered in line 1 is for less than 12 months, check reason: Initial return Final return
 Change in accounting period

3a If this application is for Forms 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	\$	0.
b If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	\$	0.
c Balance due. Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	\$	0.

Caution: If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

St. Petersburg Free Clinic, Inc. and Affiliate

Consolidated Financial Statements

September 30, 2021 and 2020



**ST. PETERSBURG FREE CLINIC, INC., AND AFFILIATE
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Oldsmar / Tampa / St. Petersburg

727-785-4447

813-498-1294

727-784-5491 Fax

www.pdr-cpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
St. Petersburg Free Clinic, Inc. and Affiliate
St. Petersburg, Florida

We have audited the accompanying consolidated financial statements of St. Petersburg Free Clinic, Inc. and Affiliate (SPFC) (a nonprofit organization), which comprise the consolidated statements of financial position as of September 30, 2021 and 2020, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the St. Petersburg Free Clinic, Inc. and Affiliate as of September 30, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.



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Other Matters

Other Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated DATE, on our consideration of SPFC's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of SPFC's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the SPFC's internal control over financial reporting and compliance.

PDR CPAs + ADVISORS

Oldsmar, Florida
February 28, 2022

**ST. PETERSBURG FREE CLINIC, INC.
AND AFFILIATE
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
<u>ASSETS</u>		
Cash and cash equivalents	\$ 5,801,232	\$ 4,488,639
Grants receivable	584,036	412,560
Bequests receivable	4,210,927	3,022,772
Promises to give, net	1,274,123	1,517,510
Inventory	342,637	326,840
Prepaid expenses and other assets	146,999	57,255
Investments	2,644,367	2,183,725
Beneficial interest in assets held by others	617,426	483,696
Property and equipment, net	10,141,536	10,028,904
Construction in progress	52,805	838,605
Total Assets	\$ 25,816,088	\$ 23,360,506
<u>LIABILITIES AND NET ASSETS</u>		
Liabilities		
Accounts payable and other accrued expenses	\$ 247,083	\$ 294,165
Accrued payroll and benefits	155,636	299,418
Deferred revenue	284,742	285,590
Annuity obligations	89,955	94,852
Note payable - PPP	569,635	486,650
Total liabilities	1,347,051	1,460,675
Net assets		
Without donor restrictions:		
Operating	3,225,881	117,798
Property and equipment	10,194,341	10,867,509
Board designated for endowment	2,433,302	2,003,191
Board designated for Men's Residence	715,487	715,487
Total net assets without donor restrictions	<u>16,569,011</u>	<u>13,703,985</u>
With donor restrictions	<u>7,900,026</u>	<u>8,195,846</u>
Total net assets	24,469,037	21,899,831
Total Liabilities and Net Assets	\$ 25,816,088	\$ 23,360,506

See notes to consolidated financial statements

**ST. PETERSBURG FREE CLINIC, INC.
AND AFFILIATE
CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2021
(WITH COMPARATIVE TOTALS FOR 2020)**

	Without Donor Restrictions	With Donor Restrictions	Total	
			2021	2020
Public Support and Revenue				
Contributions	\$ 2,839,539	\$ -	\$ 2,839,539	\$ 3,146,031
Grants and restricted gifts	4,857,876	1,096,955	5,954,831	3,159,644
Special events, net of direct expense of \$3,574	260,134	-	260,134	-
Bequests	260,269	2,768,432	3,028,701	3,112,573
In-kind revenue				
Services	228,735	-	228,735	246,357
Food	22,390,013	-	22,390,013	24,030,152
Investment income	538,579	99,183	637,762	208,750
Net assets released from restrictions	4,260,390	(4,260,390)	-	-
Total public support and revenue	35,635,535	(295,820)	35,339,715	33,903,507
Expenses				
Program services				
Health Center	1,712,368	-	1,712,368	1,512,015
Jared S. Hechtkopf Community Food Bank	16,416,026	-	16,416,026	17,772,240
We Help Services	12,577,420	-	12,577,420	8,266,683
Baldwin Women's Residence	840,057	-	840,057	860,379
Family Residence	207,988	-	207,988	441,773
Men's Residence	414,135	-	414,135	387,453
Total program services	32,167,994	-	32,167,994	29,240,543
Support services				
General and administrative	486,741	-	486,741	436,161
Fundraising	892,512	-	892,512	786,550
Total support services	1,379,253	-	1,379,253	1,222,711
Total expenses	33,547,247	-	33,547,247	30,463,254
Change in Net Assets From Operations	2,088,288	(295,820)	1,792,468	3,440,253
Other Changes in Net Assets				
Gain on forgiveness of note payable - PPP	486,650	-	486,650	-
Gain on sale of property	290,088	-	290,088	-
	776,738	-	776,738	-
Change in Net Assets	2,865,026	(295,820)	2,569,206	3,440,253
Net Assets, Beginning of Year	13,703,985	8,195,846	21,899,831	18,459,578
Net Assets, End of Year	\$ 16,569,011	\$ 7,900,026	\$ 24,469,037	\$ 21,899,831

See notes to consolidated financial statements

**ST. PETERSBURG FREE CLINIC, INC.
AND AFFILIATE
CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public Support and Revenue			
Contributions	\$ 3,146,031	\$ -	\$ 3,146,031
Grants and contract revenue	560,005	2,599,639	3,159,644
Special events, net of direct expense	-	-	-
Bequests	89,801	3,022,772	3,112,573
In-kind revenue:			
Services	246,357	-	246,357
Food	24,030,152	-	24,030,152
Investment income	201,663	7,087	208,750
Net assets released from restrictions	3,130,159	(3,130,159)	-
Total public support and revenue	31,404,168	2,499,339	33,903,507
Expenses			
Program services			
Health Center	1,512,015	-	1,512,015
Jared S. Hechtkopf Community Food Bank	17,772,240	-	17,772,240
We Help Services	8,266,683	-	8,266,683
Baldwin Women's Residence	860,379	-	860,379
Family Residence	441,773	-	441,773
Men's Residence	387,453	-	387,453
Total program services	29,240,543	-	29,240,543
Support services			
General and administrative	436,161	-	436,161
Fundraising	786,550	-	786,550
Total support services	1,222,711	-	1,222,711
Total expenses	30,463,254	-	30,463,254
Change in Net Assets	940,914	2,499,339	3,440,253
Net Assets, Beginning of Year	12,763,071	5,696,507	18,459,578
Net Assets, End of Year	\$ 13,703,985	\$ 8,195,846	\$ 21,899,831

See notes to consolidated financial statements

**ST. PETERSBURG FREE CLINIC, INC.
AND AFFILIATE
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2021**

	Program Services						Total Program Services
	Health Center	Jared S. Hechtkopf Community Food Bank	We Help Services	Baldwin Women's Residence	Family Residence	Men's Residence	
Salaries and related expenses							
Salaries	\$ 953,312	\$ 520,453	\$ 358,651	\$ 418,531	\$ 73,003	\$ 193,791	\$ 2,517,741
Payroll taxes and employee benefits	102,365	56,998	61,815	60,987	11,689	31,621	325,475
Total salaries and related expenses	<u>1,055,677</u>	<u>577,451</u>	<u>420,466</u>	<u>479,518</u>	<u>84,692</u>	<u>225,412</u>	<u>2,843,216</u>
Other expenses							
Advertising	-	35	-	-	-	-	35
Bank charges	-	-	-	-	-	-	-
Computer expenses	69,729	16,272	24,061	21,327	10,278	14,613	156,280
Contract services	-	-	-	-	-	-	-
Direct assistance	28,137	4,326,024	474,189	1,985	118	2,924	4,833,377
Dues and subscriptions	15,529	581	561	546	546	546	18,309
Fees and licenses	3,833	1,597	2,573	2,304	-	350	10,657
Food	5,710	10,967,076	11,394,669	63,121	10,686	11,598	22,452,860
Insurance	26,531	13,545	17,524	29,497	4,315	9,298	100,710
Legal and professional	23,552	10,513	9,938	13,210	1,771	5,034	64,018
Maintenance and repairs	36,677	43,774	51,096	41,373	8,964	25,120	207,004
Occupancy	41,749	25,915	43,636	66,339	34,689	29,609	241,937
Other	-	-	-	-	-	-	-
Postage and printing	5,688	1,483	12,747	483	221	747	21,369
Supplies	258,231	18,456	44,661	13,878	3,283	8,384	346,893
Small equipment and furniture	5,239	18,725	4,022	24	-	13,853	41,863
Training	12,638	5,378	6,790	5,477	2,222	5,378	37,883
Transportation	193	186,854	4,511	3,464	1,447	3,037	199,506
Depreciation	123,255	202,347	65,976	97,511	44,756	58,232	592,077
Total other expenses	<u>656,691</u>	<u>15,838,575</u>	<u>12,156,954</u>	<u>360,539</u>	<u>123,296</u>	<u>188,723</u>	<u>29,324,778</u>
Total expenses	<u>\$ 1,712,368</u>	<u>\$ 16,416,026</u>	<u>\$ 12,577,420</u>	<u>\$ 840,057</u>	<u>\$ 207,988</u>	<u>\$ 414,135</u>	<u>\$ 32,167,994</u>

See notes to consolidated financial statements

**ST. PETERSBURG FREE CLINIC, INC.
AND AFFILIATE
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES - CONTINUED
FOR THE YEAR ENDED SEPTEMBER 30, 2021**

	Total Program Services	Support Services		Total Support Services	Total Expenses
		General and Administrative	Fundraising		
Salaries and related expenses					
Salaries	\$ 2,517,741	\$ 234,556	\$ 496,834	\$ 731,390	\$ 3,249,131
Payroll taxes and employee benefits	325,475	90,668	69,235	159,903	485,378
Total salaries and related expenses	<u>2,843,216</u>	<u>325,224</u>	<u>566,069</u>	<u>891,293</u>	<u>3,734,509</u>
Other expenses					
Advertising	35	-	108,550	108,550	108,585
Bank charges	-	23,791	29,858	53,649	53,649
Computer expenses	156,280	48,095	21,677	69,772	226,052
Contract services	-	-	338	338	338
Direct assistance	4,833,377	-	-	-	4,833,377
Dues and subscriptions	18,309	4,500	9,946	14,446	32,755
Fees and licenses	10,657	7,410	30,236	37,646	48,303
Food	22,452,860	-	-	-	22,452,860
Insurance	100,710	6,615	9,841	16,456	117,166
Legal and professional	64,018	24,931	16,590	41,521	105,539
Maintenance and repairs	207,004	8,665	17,460	26,125	233,129
Occupancy	241,937	13,835	13,161	26,996	268,933
Other	-	8	920	928	928
Postage and printing	21,369	4,302	32,898	37,200	58,569
Supplies	346,893	6,136	11,577	17,713	364,606
Small equipment and furniture	41,863	1,300	1,949	3,249	45,112
Training	37,883	5,986	15,416	21,402	59,285
Transportation	199,506	-	83	83	199,589
Depreciation	592,077	5,943	5,943	11,886	603,963
Total other expenses	<u>29,324,778</u>	<u>161,517</u>	<u>326,443</u>	<u>487,960</u>	<u>29,812,738</u>
Total expenses	<u>\$ 32,167,994</u>	<u>\$ 486,741</u>	<u>\$ 892,512</u>	<u>\$ 1,379,253</u>	<u>\$ 33,547,247</u>

See notes to consolidated financial statements

**ST. PETERSBURG FREE CLINIC, INC.
AND AFFILIATE
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

	Program Services						Total Program Services
	Health Center	Jared S. Hechtkopf Community Food Bank	We Help Services	Baldwin Women's Residence	Family Residence	Men's Residence	
Salaries and related expenses							
Salaries	\$ 737,475	\$ 366,244	\$ 342,104	\$ 385,155	\$ 170,697	\$ 202,184	\$ 2,203,859
Payroll taxes and employee benefits	83,145	38,347	49,027	52,631	28,063	27,013	278,226
Total salaries and related expenses	<u>820,620</u>	<u>404,591</u>	<u>391,131</u>	<u>437,786</u>	<u>198,760</u>	<u>229,197</u>	<u>2,482,085</u>
Other expenses							
Advertising	7,731	6,115	6,115	6,115	6,115	6,115	38,306
Bank charges	-	-	1,229	-	-	-	1,229
Computer expenses	79,253	18,812	23,773	36,979	20,009	30,858	209,684
Contract services	-	-	-	-	-	-	-
Direct assistance	7,537	143,231	528,616	5,358	8,075	4,601	697,418
Dues and subscriptions	10,339	-	-	-	-	97	10,436
Fees and licenses	8,507	596	1,793	4,042	194	777	15,909
Food	-	16,813,805	7,106,945	88,285	54,226	33,129	24,096,390
Insurance	21,523	12,930	16,730	30,014	9,427	6,864	97,488
Legal and professional	14,001	7,789	8,721	11,203	4,414	5,077	51,205
Maintenance and repairs	35,067	23,806	23,285	29,776	24,224	9,385	145,543
Occupancy	34,786	22,535	43,385	71,377	42,852	34,342	249,277
Other	-	-	-	-	-	-	-
Postage and printing	4,400	1,025	14,697	1,233	912	1,217	23,484
Supplies	322,757	15,798	46,383	25,982	19,073	9,505	439,498
Small equipment and furniture	16,941	9,036	8,332	5,981	5,613	1,402	47,305
Training	3,071	1,062	3,050	1,008	499	968	9,658
Transportation	2,271	67,633	2,445	6,747	5,043	6,881	91,020
Depreciation	123,211	223,476	40,053	98,493	42,337	7,038	534,608
Total other expenses	<u>691,395</u>	<u>17,367,649</u>	<u>7,875,552</u>	<u>422,593</u>	<u>243,013</u>	<u>158,256</u>	<u>26,758,458</u>
Total expenses	<u>\$ 1,512,015</u>	<u>\$ 17,772,240</u>	<u>\$ 8,266,683</u>	<u>\$ 860,379</u>	<u>\$ 441,773</u>	<u>\$ 387,453</u>	<u>\$ 29,240,543</u>

See notes to consolidated financial statements

**ST. PETERSBURG FREE CLINIC, INC.
AND AFFILIATE
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES - CONTINUED
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

	Total Program Services	Support Services		Total Support Services	Total Expenses
		General and Administrative	Fundraising		
Salaries and related expenses					
Salaries	\$ 2,203,859	\$ 231,512	\$ 466,164	\$ 697,676	\$ 2,901,535
Payroll taxes and employee benefits	278,226	75,876	61,250	137,126	415,352
Total salaries and related expenses	<u>2,482,085</u>	<u>307,388</u>	<u>527,414</u>	<u>834,802</u>	<u>3,316,887</u>
Other expenses					
Advertising	38,306	-	9,872	9,872	48,178
Bank charges	1,229	11,577	22,921	34,498	35,727
Computer expenses	209,684	40,014	27,226	67,240	276,924
Contract services	-	-	20,256	20,256	20,256
Direct assistance	697,418	-	-	-	697,418
Dues and subscriptions	10,436	1,490	11,646	13,136	23,572
Fees and licenses	15,909	12,413	18,152	30,565	46,474
Food	24,096,390	-	-	-	24,096,390
Insurance	97,488	6,412	7,561	13,973	111,461
Legal and professional	51,205	9,467	19,240	28,707	79,912
Maintenance and repairs	145,543	8,656	6,079	14,735	160,278
Occupancy	249,277	11,857	10,462	22,319	271,596
Other	-	2	263	265	265
Postage and printing	23,484	5,173	40,625	45,798	69,282
Supplies	439,498	7,097	44,675	51,772	491,270
Small equipment and furniture	47,305	1,437	745	2,182	49,487
Training	9,658	850	5,645	6,495	16,153
Transportation	91,020	208	1,648	1,856	92,876
Depreciation	534,608	12,120	12,120	24,240	558,848
Total other expenses	<u>26,758,458</u>	<u>128,773</u>	<u>259,136</u>	<u>387,909</u>	<u>27,146,367</u>
Total expenses	<u>\$ 29,240,543</u>	<u>\$ 436,161</u>	<u>\$ 786,550</u>	<u>\$ 1,222,711</u>	<u>\$ 30,463,254</u>

See notes to consolidated financial statements

**ST. PETERSBURG FREE CLINIC, INC.
AND AFFILIATE
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020**

	2021	2020
Cash Flows from Operating Activities:		
Change in net assets	\$ 2,569,206	\$ 3,440,253
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	603,963	558,848
Realized gains on investments	(44,705)	(312,590)
Unrealized (gain) loss on investments	(453,106)	199,965
Change in value of beneficial interest in assets held by others	(133,730)	(91,887)
Gain on sale of property	(290,088)	-
Gain on forgiveness of note payable - PPP	(486,650)	-
(Increase) decrease in operating assets:		
Grants receivable	(171,476)	(46,381)
Bequests receivable	(1,188,155)	(2,932,058)
Unconditional promises to give, net	243,387	673,182
Inventory	(15,797)	28,380
Prepaid expenses and other assets	(89,744)	56,891
Increase (decrease) in operating liabilities:		
Accounts payable and accrued expenses	(47,082)	634
Accrued payroll and benefits	(143,782)	45,889
Deferred revenue	(848)	285,590
Annuity obligations	(4,897)	5,032
Net cash provided by operating activities	346,496	1,911,748
Cash Flows from Investing Activities:		
Purchases of property and equipment	(319,335)	(497,819)
Purchases of construction in progress	(52,805)	(838,605)
Proceeds from sale of property and equipment	731,433	-
Proceeds from sale of investments	160,765	1,966,460
Purchases of investments	(123,596)	(1,731,292)
Net cash provided by (used in) investing activities	396,462	(1,101,256)
Cash Flows from Financing Activities:		
Proceeds from note payable	569,635	486,650
Net cash provided by financing activities	569,635	486,650
Net Increase in Cash and Cash Equivalents	1,312,593	1,297,142
Cash and Cash Equivalents at Beginning of Year	4,488,639	3,191,497
Cash and Cash Equivalents at End of Year	\$ 5,801,232	\$ 4,488,639
Supplemental Cash Flow Information:		
Contributed services	\$ 198,001	\$ 246,357
Contributed food and supplies	\$ 22,420,747	\$ 26,863,110

See notes to consolidated financial statements

**ST. PETERSBURG FREE CLINIC, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020**

NOTE A - NATURE OF ORGANIZATION

The consolidated financial statements include the operations of St. Petersburg Free Clinic, Inc. and the Sister Margaret Freeman Foundation, Inc. (the Foundation) (collectively, the Free Clinic). This past year, to accurately describe our services and reach additional audiences, the Free Clinic chose to rebrand and market the Free Clinic as the St. Pete Clinic (SPFC). With compassion and respect, SPFC changes lives by providing health care, nutritious food, recovery housing, and education for our neighbors in need. SPFC has been caring for the underserved facing temporary emergency needs throughout Pinellas County since 1970. SPFC's range of programs reduce the economic burdens of Pinellas County's low-income and Asset Limited, Income Constrained, Employed (ALICE) population by providing services that lower monthly out-of-pocket expenditures, contribute to savings and long-term economic stability, and support long-term individual and family wellness. Current SPFC programs include:

The SPFC Health Center

Established in 1970, the SPFC Health Center offers access to quality healthcare for adults aged 18 - 64 who lack health insurance and meet other income requirements, allowing them to receive primary care, as well as a range of specialty care services. What could become an emergency doesn't because of our patients' capability to connect with our providers to address their health concerns. The Health Center places particular emphasis on the management of chronic health conditions, including diabetes through the Diabetes Education Management Program, our food and Lifestyle Rx Program, and a Prescription Health Program to ensure patients can access expensive medications, like insulin, at no cost. In fiscal year 2021, 5,840 patients received medical care. The Prescription Health Program provided \$2.7 million worth of prescription support to the community. Overall, the Health Center enrolled 38% more new patients than the previous fiscal year.

The SPFC Health Education Program

The Health Education Program encourages and supports patients on their path to living a healthier, fuller life through two key prevention programs: The Cardiovascular Program provides patients with the resources to improve and manage their heart health and the Diabetes Education Program provides education, support and provision of medication and supplies to diabetic patients. In response to COVID, the Health Education Program has expanded to post healthy living tips and recipes via social media and monthly newsletter communications. The expansion also includes a dedicated monthly event provided to our We Help FRESH Pantry clients, the FRESH Pantry Plus. Clients receive the regular free and nutritious fresh produce, meats, and food staples plus the inclusion of a health focus that provides useful resources and information enabling our clients to improve their health outcomes.

The SPFC Dental Center

The SPFC Dental Center provides uninsured adults with dental hygiene, fillings, extractions, dentures, and other dental services through volunteer dentists, dental assistants, and dental hygienists, as well as a small number of paid professionals. In fiscal year 2021, the Dental Center served 1,692 patients.

Jared S. Hechtkopf Community Food Bank

Established in 1980 as the second food bank in Florida, Jared S. Hechtkopf Community Food Bank (Jared's Food Bank) solicits food products from all segments of the food industry, as well as from groups and organizations through food drives and individual donations. Jared's Food Bank distributes food free of charge to between 50 and 60 partner agencies throughout the community, including food pantries, shelters, community kitchens, missions, residential programs, and childcare centers. These include the SPFC We Help Services, Baldwin Women's Residence, Family Residence, and its Men's Residence. Jared's Food Bank collected and distributed approximately 20.4 million pounds of food in fiscal year 2021. Over 72% of the food distributed through Jared's Food Bank is fresh produce, protein and dairy.

**ST. PETERSBURG FREE CLINIC, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020**

NOTE A - NATURE OF ORGANIZATION - CONTINUED

SPFC We Help Services

Established in 1975, We Help Services addresses the social determinants of health by providing access to nutritious food, along with financial support for water and utility bills, assistance in obtaining driver's licenses, birth certificates, and other documents to secure housing and employment. A client advocate also specializes in providing in-depth navigation for individuals who need access to community services we do not provide. During fiscal year 2021, We Help supported 231,000 individuals with food through the FRESH Pantry and specialized partnerships. This is up from 162,000 individuals served in fiscal year 2020, a 43% increase year-over-year. We Help Services provided over 7,000 client services, and water bill support was doubled in fiscal year 2021 to \$150,000 as compared to \$75,000 in fiscal year 2020.

Baldwin Women's Residence

Established in 1989, the Virginia and David Baldwin Women's Residence (Baldwin Women's Residence) provides a safe place to stay as well as support services to single, homeless women in recovery as they work toward their goal of self-sufficiency. Baldwin Women's Residence provided shelter and support to 62 women in fiscal year 2021. Due to COVID-19 safety protocols, Baldwin Women's Residence operated under "COVID capacity" whereby no more than 30 women were housed at any given time. Despite the pandemic, supportive services continued for all residents. Other fiscal year accomplishments include: 92% of women in the program at the end of fiscal year 2021 were employed and 48% had three months in savings (consistently 85% of women and men in our residences obtain employment within 90 days of their stay with us); 100% of women participating in group counseling sessions at the end of fiscal year 2021 reported improvements in behavioral health symptoms.

The SPFC Men's Residence

Established in 1997, the SPFC Men's Residence provides safe, supportive, transitional shelter to single, homeless men in recovery. Residents work with staff to set goals, save money, and work toward independent living. The Men's Residence re-opened in June 2021 after temporary closure due to facilities challenges; 13 men were housed through the remainder of the fiscal year.

The SPFC Family Residence

In February 2013, SPFC acquired property for the purpose of better serving homeless families. The Residence provided transitional shelter for 60 families in fiscal years 2021. Homeless families were referred to the program by the Juvenile Welfare Board and Personal Enrichment for Mental Health Services (PEMHS). At the Family Residence, families were provided intensive navigation services to overcome the barriers to obtain permanent housing. During fiscal year 2021, the Free Clinic confirmed that the need for significant repairs to its Family Residence buildings would cost more than the value of the property. As such, SPFC transitioned the Family Residence Program to partner agency St. Vincent de Paul Cares as of April 1, 2021, where families continue to be served by that organization in the ways described. SPFC finalized sale of the property in September 2021 and will use proceeds from that sale for future capital needs benefitting the community SPFC serves.

Affiliate

The Sister Margaret Freeman Foundation, Inc. (the Foundation), a not-for-profit foundation, was incorporated on May 20, 1996. The Free Clinic and the Foundation are related through an economic interest and a majority voting interest on the board of directors. The Foundation's activities for the fiscal years ended September 30, 2021 and 2020 are included in these consolidated financial statements. All significant intercompany balances and transactions are eliminated in consolidation.

**ST. PETERSBURG FREE CLINIC, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020**

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements of SPFC have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (US GAAP).

SPFC presents information regarding its financial position and activities according to two classes of net assets described as follows:

- Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of SPFC. These net assets may be used at the discretion of SPFC's management and the board of directors.
- Net assets with donor restrictions – Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of SPFC or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Measure of Operations

The consolidated statements of activities report all changes in net assets, including changes in net assets from operating and nonoperating activities. Operating activities consist of those items attributable to SPFC's ongoing services. Nonoperating activities, if any, are limited to other activities considered to be of a more unusual or nonrecurring nature.

Use of Estimates

The preparation of consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates. Significant estimates include the collectability of receivables and unconditional promises to give, determination of the useful lives of the property and equipment, and allocation of functional expenses.

Investments

Investments in debt and equity securities and mutual funds are stated at fair market value in the consolidated statements of financial position. Investment income or loss (including gains or losses on investments, interest, and dividends) is included in the consolidated statements of activities as increases or decreases in net assets without donor restrictions unless the income or loss is restricted by donor or law.

Investment income and gains earned on the endowment fund are reported as increases in net assets with donor restrictions in the reporting period in which the income and gains are recognized and released from restriction when distributed for operating purposes.

**ST. PETERSBURG FREE CLINIC, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020**

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Fair Value Measurements

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on a measurement date. There is a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. There are three levels of inputs that may be used to measure fair value:

- Level 1: Quoted market prices in active markets for identical assets or liabilities.
- Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.
- Level 3: Unobservable inputs that are not corroborated by market data

The inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the financial instrument's level within fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash on deposit with financial institutions and from time to time money market fund accounts. SPFC considers all highly liquid assets with an initial maturity of three months or less as cash.

Financial instruments which potentially subject SPFC to concentrations of credit risk consist principally of cash held in financial institutions more than federally insured limits. From time to time throughout the years ended September 30, 2021 and 2020, SPFC's cash balance may have exceeded the federally insured limit. However, SPFC has not experienced and does not expect to incur any losses in such accounts.

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. Management monitors the collection of its receivable balances on an ongoing basis. SPFC provides for probable uncollectible amounts through a charge to earnings and a credit to the allowance for doubtful accounts when, in management's estimation, it is probable that the receivable is not collectible. SPFC has determined that all amounts are collectible; accordingly no allowance for potentially uncollectible accounts has been recorded at September 30, 2021 and 2020.

Property and Equipment

Property and equipment are stated at cost, if purchased or at estimated fair value at the date of receipt, if acquired by gift. Expenditures more than \$2,500 with an estimated useful life more than one year are capitalized. Depreciation is calculated using the straight-line method over the useful lives of the respective assets ranging from 3 to 40 years. Gifts of long-lived assets are reported as unrestricted support.

Inventory

Inventory consists of donated and purchased food and supplies. Donated food and supplies are recorded and carried in inventory at their estimated fair value at date of receipt. Purchased food and supplies are valued at the lower of cost or net realizable value with cost being determined by the first in, first-out method.

**ST. PETERSBURG FREE CLINIC, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020**

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Revenue Recognition

Grants and Contributions - SPFC reports grants and contributions that are restricted by the donor as increases in net assets with donor restrictions. When a donor restriction expires, that is when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of activities as net assets released from restrictions. All other donor restricted contributions are reported as increases in net assets with donor restrictions depending on the nature of the restrictions.

Certain grants, including cost reimbursement contracts, are considered conditional contributions since the grant agreements require SPFC to perform services, incur expenses or meet contract objectives to earn the grant funding. Revenue under these contracts is deferred until earned. Revenue is earned and recognized in the consolidated financial statements when eligible expenses are incurred, services performed, or grant objectives met.

Promises to Give - Conditional promises to give are not recognized in the consolidated financial statements until the conditions are substantially met or explicitly waived by the donor. Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date.

SPFC uses the allowance method to determine uncollectible promises to give. SPFC has determined that all amounts are collectible; accordingly no allowance for potentially uncollectible accounts has been recorded at September 30, 2021 and 2020.

Donated Services - Donated services that require specialized skills are recorded at fair market value. Donated services are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation. These services consisted of medical services donated and totaled approximately \$229,000 and \$246,000 for the years ended September 30, 2021 and 2020, respectively.

Charitable Gift Annuities

SPFC maintains custody of the assets related to charitable gift annuities (CGA) and makes specified distributions to a designated beneficiary over the term of each annuity. Assets under the annuities are recorded at fair value.

The annuity liabilities associated with the CGA are determined based on the present value of the estimated future payments to be made to the designated beneficiaries. Discount rates used in computing present values range from 1.52% to 2.02%. The liability is reduced as distributions are made to the beneficiaries.

Income Taxes

SPFC is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code.

**ST. PETERSBURG FREE CLINIC, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020**

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Uncertain Tax Positions

SPFC accounts for the effect of any uncertain tax positions based on a “more likely than not” threshold to the recognition of the tax positions being sustained based on the technical merits of the position under scrutiny by the applicable taxing authority. If a tax position or positions are deemed to result in uncertainties of those positions, the unrecognized tax benefit is estimated based on a “cumulative probability assessment” that aggregates the estimated tax liability for all uncertain tax positions. SPFC has identified its tax status as a tax-exempt entity as its only significant tax position; however, SPFC has determined that such tax position does not result in an uncertainty requiring recognition. SPFC is not currently under examination by any taxing jurisdiction. SPFC’s federal returns are generally open for examination for three years following the date filed.

Functional Allocation of Expenses

The costs of providing the programs and supporting services have been reported on a functional basis in the consolidated statements of activities and functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Program and supporting expenses, when specifically, identifiable, are classified to the function which incurred the expense. Salaries and payroll taxes have been allocated using employee timecards which documents the time spent within each program and category. Certain expenses are allocated to each function based on management's estimate.

NOTE C - AVAILABILITY AND LIQUIDITY

SPFC is supported by contributions with and without donor restrictions. Because a donor's restriction requires resources to be used in a particular manner or in a future period, SPFC must maintain sufficient resources to meet those responsibilities to its donors. Thus, financial assets may not be available for expenditure within one year. As part of SPFC's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. SPFC regularly monitors liquidity to meet its operating needs and other contractual commitments. SPFC has various sources of liquidity at its disposal including cash and investments.

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NOTE C - AVAILABILITY AND LIQUIDITY - CONTINUED

At September 30, 2021 and 2020, SPFC's financial assets available to meet general expenditures within one year were as follows:

	<u>2021</u>	<u>2020</u>
Financial Assets:		
Cash and cash equivalents	\$ 5,801,232	\$ 4,488,639
Grants receivable	584,036	412,560
Bequests receivable	4,210,927	3,022,772
Promises to give	1,274,123	1,517,510
Investments	2,644,367	2,183,725
Beneficial interest in assets held by others	<u>617,426</u>	<u>483,696</u>
Total financial assets	15,132,111	12,108,902
Less amounts unavailable for general expenditure within one year due to:		
Contractual or donor imposed restrictions:		
Reserve, charitable gift annuities	(211,065)	(180,534)
Internally controlled endowments	(450,000)	(650,000)
Externally controlled endowments	(617,426)	(483,696)
Contributions with donor restrictions	(1,263,137)	(2,553,972)
Promises to give with donor restrictions	<u>(874,123)</u>	<u>(917,510)</u>
Total contractual or donor-imposed restrictions	(3,415,751)	(4,785,712)
Board designations:		
Net assets designated for endowment	(2,433,302)	(2,003,191)
Net assets designated for Men's Residence	<u>(715,487)</u>	<u>(715,487)</u>
Total board designations	<u>(3,148,789)</u>	<u>(2,718,678)</u>
Financial assets available to meet general expenditures within one year	<u>\$ 8,567,571</u>	<u>\$ 4,604,512</u>

NOTE D - BEQUESTS RECEIVABLE

SPFC recognizes a receivable and revenue for their interest in bequests based on the inventories of estate assets and conditions contained in the respective wills. Amounts expected to be received in future years are discounted to provide estimates in current year dollars. SPFC records bequests receivable (when the court declares the related will valid) as donor restricted. As funds from an estate (other than those required to be held in perpetuity) are collected, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions. Bequests receivable at September 30, 2021 and 2020 are \$4,210,927 and \$3,022,772, respectively.

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NOTE E - UNCONDITIONAL PROMISES TO GIVE

Unconditional promises to give at September 30, 2021 and 2020 are summarized as follows:

	<u>2021</u>	<u>2020</u>
Gross unconditional promises to give	\$ 1,317,823	\$ 1,590,331
Less unamortized discount	(43,700)	(72,821)
Net unconditional promises to give	<u>\$ 1,274,123</u>	<u>\$ 1,517,510</u>
Amount due in:		
Less than one year	\$ 837,823	\$ 888,249
One to five years	480,000	702,082
	<u>\$ 1,317,823</u>	<u>\$ 1,590,331</u>

Unconditional promises to give at September 30, 2021 include pledges from two donors totaling approximately \$1.1 million or 87% of total unconditional promises to give. Amounts due from the same two donors totaled \$1.4 million or 85% of total unconditional promises to give on September 30, 2020. Promises to give with due dates extending beyond one year are discounted to present value using Treasury bill rates with similar term investments. The applicable discount rates used ranged from 1.13% to 3.44%.

NOTE F - PROPERTY AND EQUIPMENT AND CONSTRUCTION IN PROGRESS

Property and equipment consist of the following on September 30:

	<u>2021</u>	<u>2020</u>
Land	\$ 1,698,135	\$ 1,774,435
Building and improvements	9,152,308	8,610,826
Furniture and equipment	1,248,105	1,414,856
Vehicles	693,494	549,861
	<u>12,792,042</u>	<u>12,349,978</u>
Less accumulated depreciation	(2,650,506)	(2,321,074)
	<u>\$ 10,141,536</u>	<u>\$ 10,028,904</u>

Depreciation expense was \$603,963 and \$558,848 for the years ended September 30, 2021 and 2020, respectively.

Construction in progress at September 30, 2021 and 2020 was \$52,805 and \$838,605, respectively, and represents amounts paid to date for the renovation and expansion of SPFC's facilities for the We Help and Dental programs. During the year ended September 30, 2021 part of the renovation was completed and \$838,605 was transferred from construction in progress to property and equipment. Depreciation will commence on the remainder of the construction in progress when the renovations are completed and placed in service.

During the year ended September 30, 2021, SPFC sold land, buildings, and improvements used in The Family Residence program resulting in approximately \$290,000 of gain on sale of property which is included in the accompanying consolidated statement of activities for the year ended September 30, 2021. The Family Residence property was sold to a related party.

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NOTE G - INVESTMENTS

SPFC's investments consist of the following at September 30, 2021 and 2020:

	2021		2020	
	Cost	Market	Cost	Market
Money market funds	\$ 34,295	\$ 34,295	\$ 56,915	\$ 56,915
US equities	1,014,739	1,511,614	985,221	1,072,226
International equities	304,550	377,208	302,176	329,391
Fixed income	680,915	721,250	683,256	725,193
	<u>\$ 2,034,499</u>	<u>\$ 2,644,367</u>	<u>\$ 2,027,568</u>	<u>\$ 2,183,725</u>

The following summarizes investment income reflected in the consolidated statements of activities:

	2021	2020
Interest and dividends	\$ 139,951	\$ 96,125
Realized gains	44,705	312,590
Unrealized gains (losses)	453,106	(199,965)
Total investment return	<u>\$ 637,762</u>	<u>\$ 208,750</u>

NOTE H - FAIR VALUE OF FINANCIAL INSTRUMENTS

SPFC's investments are reported at fair value in the accompanying consolidated statements of financial position. Following is a description of valuation methodologies used for investments measured at fair value.

Money Market - Valued at the net asset value of shares held by SPFC at year-end.

US and international equities - Values are based on unadjusted quoted prices for identical assets in an active market SPFC can access. As of September 30, 2021 and 2020, these investments consisted of mutual funds and individual equity securities.

Fixed income - For fixed income mutual funds, values are based on unadjusted quoted prices for identical assets in an active market SPFC can access. For investments in individual bonds and similar securities, inputs to the valuation methodologies include (1) quoted prices for similar assets in active markets; (2) quoted prices for identical or similar assets in inactive markets; (3) inputs other than quoted prices that are observable for the asset; (4) inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Beneficial interest in assets held by others - The investments are managed by an unrelated third party and are valued based upon the third-party information without adjustment. SPFC does not develop nor are they provided with the quantitative inputs used to develop the fair market values.

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NOTE H - FAIR VALUE OF FINANCIAL INSTRUMENTS - CONTINUED

The fair values of assets measured on a recurring basis at September 30, 2021 are as follows:

	Fair Value Measurements at Reporting Date Using			
	Assets Measured at Fair Value at September 30, 2021	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Money market funds	\$ 34,295	\$ 34,295	\$ -	\$ -
US equities	1,511,614	1,511,614	-	-
International equities	377,208	377,208	-	-
Fixed income	721,250	216,972	504,278	-
Beneficial interest in assets held by others	617,426	-	-	617,426
	\$ 3,261,793	\$ 2,140,089	\$ 504,278	\$ 617,426

The fair values of assets measured on a recurring basis at September 30, 2020 are as follows:

	Fair Value Measurements at Reporting Date Using			
	Assets Measured at Fair Value at September 30, 2020	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Money market funds	\$ 56,915	\$ 56,915	\$ -	\$ -
US equities	1,072,226	1,072,226	-	-
International equities	329,391	329,391	-	-
Fixed income	725,193	198,448	526,745	-
Beneficial interest in assets held by others	483,696	-	-	483,696
	\$ 2,667,421	\$ 1,656,980	\$ 526,745	\$ 483,696

The following is a summary of changes in the fair value of SPFC's Level 3 assets for the years ended September 30:

	2021	2020
Balance, October 1	\$ 483,696	\$ 391,809
Contributions	51,739	91,375
Grants	(17,192)	(2,966)
Investment income, net	99,183	3,478
Balance, September 30	\$ 617,426	\$ 483,696

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NOTE I - BENEFICIAL INTEREST IN ASSETS HELD BY OTHERS

On September 30, 2021 and 2020, SPFC has beneficial interests in assets held by the Community Foundation of Tampa Bay (the Community Foundation) of \$502,426 and \$368,696, respectively. These beneficial interests include the Food Bank Endowment, the Beth A. Houghton Leadership Endowment, and a general endowment. During the years ended September 30, 2021 and 2020, \$51,739 and \$91,375, respectively, of new gifts were contributed to these accounts by SPFC. Since these funds were transferred to the Community Foundation by SPFC and SPFC is the named beneficiary, these amounts are included in the accompanying consolidated statements of financial position.

In addition, at September 30, 2021 and 2020, the Community Foundation of Tampa Bay was holding balances of approximately \$201,000 and \$151,000, respectively, representing contributions made directly to the Community Foundation for the benefit of SPFC and matching funds for the Food Bank Endowment and Beth A. Houghton Leadership Endowment. Earnings on these funds are earmarked to be distributed on a periodic basis to SPFC. The Community Foundation has been granted variance power over these funds which provide the Community Foundation the unilateral power to redirect the use of the funds to other beneficiaries if SPFC were to discontinue operations. Because the Community Foundation has been granted variance power, funds contributed by donors to the Community Foundation on behalf of SPFC and matching endowment funds are not considered to be an asset of SPFC and have not been reported in the accompanying consolidated statements of financial position.

In 2012, the Sister Margaret Freeman Foundation invested \$115,000 with the Pinellas Community Foundation as an endowment. The Pinellas County Community Foundation matched the \$115,000 with 30% or \$34,500. The endowment will pay 5% of its year-end value to SPFC each year. The 30% match is not considered to be an asset of SPFC and has not been reported in the accompanying consolidated financial statements. As of September 30, 2021 and 2020, this endowment, including the 30% match, was valued at approximately \$169,000 and \$153,000, respectively. The portion invested by the Sister Margaret Freeman Foundation is included with beneficial interest in assets held by others on the accompanying consolidated statements of financial position.

NOTE J - CHARITABLE GIFT ANNUITIES

Under the charitable gift annuity agreements, SPFC receives a stated amount and, in consideration of the amount transferred, agrees to pay the annuitants a specified annuity payment. Of the three agreements in effect, one agreement requires quarterly distributions at an annual distribution rate of 4.5%. The second and third agreements require annual distributions of 11.5% and 13.5%, respectively, and distributions are deferred until the year 2031. Distributions during each of the years ended September 30, 2021 and 2020 were approximately \$4,800.

State law requires SPFC to maintain assets at least equal to the sum of the reserves on its outstanding charitable gift annuity agreements, calculated in accordance with the Internal Revenue Code, and a surplus of 10% of such reserves. SPFC voluntarily maintains assets that exceed the required reserves and surplus.

NOTE K - DONATED FOOD AND MEDICINE

During the years ended September 30, 2021 and 2020, SPFC received approximately 12.5 million and 13.8 million pounds of donated food, respectively. The donated food is estimated to be valued at \$1.79 a pound for fiscal year 2021 and \$1.74 a pound for fiscal year 2020, which amounts to approximately \$22,390,000 and \$24,000,000, respectively. For the year ended September 30, 2020, approximately 1.6 million pounds of purchased food was included in the donated food calculation in error. This error overstated the reported amount of in-kind revenue and expense by approximately \$2.8 million for the year ended September 30, 2020. This error had no impact on total net assets or the change in net assets for 2020 and has been corrected in the accompanying comparative 2020 consolidated statement of activities and statement of functional expenses.

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NOTE K - DONATED FOOD AND MEDICINE - CONTINUED

The donations and the inventory value of donated food are recorded when SPFC has the unilateral power to redirect the use of the transferred assets to another beneficiary.

Additionally, SPFC receives donated medicine throughout the year consisting primarily of sample items. Medicines are disbursed appropriately as needed. Due to the high volume of activity, and the difficulty in determining the fair value, revenue and expense are not recorded.

NOTE L – PAYCHECK PROTECTION PROGRAM NOTE PAYABLE

In April 2020, SPFC received a loan under the Paycheck Protection Program (PPP) in the amount of \$486,650. The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act (CARES Act), provides loans to qualifying entities. The loan and accrued interest are forgivable if the loan proceeds are used for qualifying expenses as described in the CARES Act. The loan accrues interest at 1% and was originally payable in eighteen monthly installments of principal and interest commencing seven months after the loan date if the loan, in whole or in part, was not forgiven under the provisions of the PPP. The loan is a program of the U.S. Small Business Administration (SBA) and is administered by SPFC’s bank (lender).

During 2021, SPFC used all proceeds from the loan for qualifying expenses and applied for forgiveness of the PPP loan. In April 2021, SPFC received approval of its application for loan forgiveness and the loan was fully forgiven. SPFC recognized a \$486,650 gain on forgiveness of note payable which is included in the accompanying statement of activities for the year ended September 30, 2021.

Additionally, in February 2021, SPFC received a second PPP loan in the amount of \$569,635. The note matures in February 2026 and bears interest at a fixed annual rate of 1%, with loan payments being deferred until certain events occur in accordance with the PPP program regulations. Management intends to apply for forgiveness of this loan during fiscal year ended September 30, 2022 and the principal amount of the loan is included in long term liabilities in the accompanying statement of financial position at September 30, 2021.

NOTE M - OPERATING LEASE

SPFC has operating leases for parking space and office equipment. Total rent expense for these leases was approximately \$25,000 and \$22,000 for the years ended September 30, 2021 and 2020, respectively. The approximate future minimum lease payments required under these operating leases at September 30, 2021 are as follows:

Years Ending September 30,	Amount
2022	\$ 21,577
2023	15,991
2024	12,000
2025	12,000
2026	3,000
	\$ 64,568

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NOTE N - RETIREMENT PLAN

SPFC has a 401(k)-retirement plan which covers all employees over 21 years of age having one year of service, provided they have met the 1,000 hours of service requirement. Annual contributions are made at the discretion of the Board. The contribution for fiscal 2021 and 2020 was approximately \$51,500 and \$43,800, respectively.

NOTE O - FOUNDATION

The Sister Margaret Freeman Foundation, Inc.'s net assets as of September 30, 2021 and 2020 consisted of the following:

	<u>2021</u>	<u>2020</u>
Without donor restrictions, undesignated	\$ 41,760	\$ 41,741
Board designated for endowment purposes	2,433,302	2,003,191
With donor restrictions	<u>115,000</u>	<u>115,000</u>
	<u>\$ 2,590,062</u>	<u>\$ 2,159,932</u>

NOTE P - NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions as of September 30, 2021 and 2020 relate to assets contributed by donors and other funding sources for specific purposes and time periods as follows:

	<u>2021</u>	<u>2020</u>
Subject to time restrictions:		
Bequests receivable	\$ 4,210,927	\$ 3,022,772
Subject to use restrictions:		
Donated property	228,288	228,288
Grants and restricted gifts	1,519,262	2,893,580
Promises to give	<u>874,123</u>	<u>917,510</u>
	2,621,673	4,039,378
Net assets held in perpetuity:		
Tampa Bay Community Foundation	66,554	55,670
Pinellas County Community Foundation	115,000	115,000
Beth A. Houghton Leadership Endowment	137,666	112,368
Food Bank Endowment	298,206	200,658
Founders Endowment	50,000	50,000
Rothman Endowment Receivable	<u>400,000</u>	<u>600,000</u>
	<u>1,067,426</u>	<u>1,133,696</u>
	<u>\$ 7,900,026</u>	<u>\$ 8,195,846</u>

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NOTE P - NET ASSETS WITH DONOR RESTRICTIONS - CONTINUED

Net assets were released from restrictions as follows during the years ended September 30, 2021 and 2020, by incurring expenses satisfying the restricted purposes, or by occurrence of other events specified by donors:

	<u>2021</u>	<u>2020</u>
Bequests receivable	\$ 1,580,277	\$ 90,714
Grants and restricted gifts	2,307,605	2,343,728
Project pledges	<u>372,508</u>	<u>695,717</u>
	<u>\$ 4,260,390</u>	<u>\$ 3,130,159</u>

In 2007, SPFC received a \$50,000 donation to establish an endowment fund. A stipulation of the donation was SPFC match the contributed amount from unrestricted monies. The matching funds are included as part of board designated funds. Terms of the donation require the funds to be segregated from SPFC's operating funds. Earnings will be released to SPFC for general operations. This donor-restricted endowment is included in net assets held in perpetuity.

In 2012, SPFC invested \$52,600 with the Community Foundation of Tampa Bay. SPFC will receive periodic distributions from this account in accordance with the investment agreement. The fair value of the investment is included in net assets held in perpetuity.

In 2012, the Sister Margaret Freeman Foundation invested \$115,000 within the Pinellas County Community Foundation. As an incentive for this investment the Pinellas County Community Foundation provided a 30% match on the funds invested into the Sister Margaret Freeman Foundation's account. Only the earnings on these funds will be distributed on a periodic basis to the Sister Margaret Freeman Foundation. Based on the terms of the investment, the invested amount, as well as the match provided, will never be returned to the Sister Margaret Freeman Foundation. The original \$115,000 investment is included in net assets held in perpetuity. The 30% match received is not reported in SPFC's consolidated financial statements.

In 2016, SPFC received a pledge from a donor which created a \$1,000,000 endowment. This endowment receivable has been reported as net assets with donor restrictions. During fiscal 2019, \$200,000 of this endowment pledge receivable was collected and used to fund the Food Bank Endowment leaving \$800,000 remaining in the Rothman Endowment as of September 30, 2019. During fiscal 2020, the donor amended the original gift and directed that \$200,000 of the remaining \$800,000 Rothman Endowment be used for program support in fiscal 2021 leaving \$600,000 in the Rothman Endowment as of September 30, 2020. During fiscal 2021, the donor amended the original gift again and directed that \$200,000 of the remaining \$600,000 Rothman Endowment be used for program support in fiscal 2022 leaving \$400,000 in the Rothman Endowment as of September 30, 2021.

In 2019, the Beth A. Houghton Leadership Endowment was created and funded by several contributions in the total amount of \$20,600. Since 2019, an additional \$92,925 of contributions have been added to this endowment.

NOTE Q - ENDOWMENT FUND

SPFC's endowment consists of the donor-restricted funds in **NOTE P** and one board designated investment fund established for the purpose of providing a continuous source of income for SPFC. As required by accounting principles generally accepted in the United States of America, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

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NOTE Q - ENDOWMENT FUND - CONTINUED

Endowment net asset composition by type of fund as of September 30, 2021 and 2020:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Summary of Endowment Assets September 30, 2021:			
Donor-restricted endowment	\$ -	\$ 1,067,426	\$ 1,067,426
Board-designated funds	<u>2,433,302</u>	<u>-</u>	<u>2,433,302</u>
	<u>\$ 2,433,302</u>	<u>\$ 1,067,426</u>	<u>\$ 3,500,728</u>
Summary of Endowment Assets September 30, 2020:			
Donor-restricted endowment	\$ -	\$ 1,133,696	\$ 1,133,696
Board-designated funds	<u>2,003,191</u>	<u>-</u>	<u>2,003,191</u>
	<u>\$ 2,003,191</u>	<u>\$ 1,133,696</u>	<u>\$ 3,136,887</u>

Changes in endowment net assets for the years ended September 30, 2021 and 2020 consist of the following:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Changes in Endowment Net Assets for the year ended September 30, 2021:			
Endowment net assets, beginning	\$ 2,003,191	\$ 1,133,696	\$ 3,136,887
Investments return:			
Investment income	36,888	4,337	41,225
Net appreciation (realized and unrealized)	<u>470,646</u>	<u>94,846</u>	<u>565,492</u>
Total investment return	<u>507,534</u>	<u>99,183</u>	<u>606,717</u>
Contributions	-	51,739	51,739
Distributions	(77,423)	(17,192)	(94,615)
Modification of restriction by donor	<u>-</u>	<u>(200,000)</u>	<u>(200,000)</u>
Total funds	<u>\$ 2,433,302</u>	<u>\$ 1,067,426</u>	<u>\$ 3,500,728</u>

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NOTE Q - ENDOWMENT FUND - CONTINUED

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Changes in Endowment Net Assets for the year ended September 30, 2020:			
Endowment net assets, beginning	\$ 1,922,823	\$ 1,238,200	\$ 3,161,023
Investments return:			
Investment income	48,837	5,127	53,964
Net appreciation (realized and unrealized)	104,821	1,960	106,781
Total investment return	153,658	7,087	160,745
Contributions	-	91,375	91,375
Distributions	(73,290)	(2,966)	(76,256)
Modification of restriction by donor	-	(200,000)	(200,000)
Total funds	<u>\$ 2,003,191</u>	<u>\$ 1,133,696</u>	<u>\$ 3,136,887</u>

Return Objectives, Risk Parameters, and Strategies

SPFC has adopted an investment and spending policy for endowment assets that attempts to preserve the real (inflation adjusted) value of endowment assets, increase the real value of the portfolio and facilitate a potential distribution to support some level of future operations. Endowment assets include those assets of donor-restricted funds that SPFC must hold in perpetuity or for a donor-specified period(s). These objectives are met for funds held with the Community Foundation of Tampa Bay and Pinellas Community Foundation through the control of each of those Community Foundations (see **NOTES I AND P**). The Sister Margaret Freeman Foundation Board (the Foundation Board) serves as the Investment Committee for all other endowment funds. The terms of the operating policies of the endowment fund (the Fund) requires that the Fund will be managed by the Investment Committee. The Investment Committee is responsible to oversee the portfolio's investments and monitor the investments on an ongoing basis to ensure that long-term objectives are being met. The Investment Committee has agreed to a target asset allocation for the portfolio's assets and seeks advice from professional investment managers which hold the assets. The Fund is to invest funds in accordance with the standards set forth in the Foundation Board's investment policy.

Spending Policy

The Foundation Board is operating under an approved endowment policy that seeks to preserve the purchasing power of the Fund while providing income at the highest attainable level. The endowment fund may distribute income and dividends. Under Florida UPMIFA capital gains may also be distributed. Investment earnings and capital gains are accumulated in net assets without donor restrictions. There is to be no invasion of the original principal of the gift given to SPFC unless the donor instructs otherwise.

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NOTE R – CONTINGENCIES AND UNCERTAINTIES

SPFC receives significant support from grantor agencies for its programs under cost reimbursement agreements. SPFC is subject to audit examination by grantor agencies. If reimbursed expenditures are disallowed, repayments could be required.

On January 30, 2020, the World Health Organization (WHO) announced a global health emergency because of a new strain of coronavirus originating in Wuhan, China (the COVID-19 outbreak) and the risks to the international community as the virus spreads globally beyond its point of origin. In March 2020, the WHO classified the COVID-19 outbreak as a pandemic, based on the rapid increase in exposure globally.

The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. As such, it is uncertain as to the full magnitude that the pandemic will have on SPFC's financial condition, liquidity, and future results of operations. Management is actively monitoring the situation on its financial condition, liquidity, operations, suppliers, industry, and workforce. Given the daily evolution of the COVID-19 outbreak and the global responses to curb its spread, SPFC is not able to estimate the effects of the COVID-19 outbreak on its results of operations, financial condition, or liquidity for the year ended September 30, 2022.

NOTE S - SUBSEQUENT EVENTS

SPFC has evaluated all subsequent events through February 28, 2021, the date the consolidated financial statements were available to be issued. SPFC is not aware of any subsequent events which would require recognition or disclosure in the consolidated financial statements.

SUPPLEMENTARY INFORMATION

**ST. PETERSBURG FREE CLINIC, INC.
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SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2021**

<u>Federal Agency Pass-Through Entity Federal Program</u>	<u>Federal Assistance Listing Number</u>	<u>Contract/ Pass-Through Entity Identifying Number</u>	<u>Expenditures</u>	<u>Provided to Subrecipients</u>
FEDERAL AWARDS:				
U.S. Department of Treasury				
<i>Passed through Pinellas Community Foundation:</i>				
COVID-19 Coronavirus Relief Fund	21.019	N/A	<u>\$ 3,071,253</u>	<u>-</u>
Total Expenditures of Federal Awards			<u><u>\$ 3,071,253</u></u>	<u><u>\$ -</u></u>

See accompanying auditor's report and notes to schedule of expenditures of federal awards.

**ST. PETERSBURG FREE CLINIC, INC.
AND AFFILIATE
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2021**

BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal activity of St. Petersburg Free Clinic, Inc. and Affiliate (SPFC) under programs of the federal government for the year ended September 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of SPFC, it is not intended to and does not present the financial position, changes in net assets, or cash flows of SPFC.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

INDIRECT COST RATE

The Organization has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.



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727-785-4447
813-498-1294
727-784-5491 Fax

www.pdr-cpa.com

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF CONSOLIDATED
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
St. Petersburg Free Clinic, Inc. and Affiliate
St. Petersburg, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of St. Petersburg Free Clinic, Inc. and Affiliate (SPFC), which comprise the consolidated statement of financial position as of September 30, 2021, and the related consolidated statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated February 28, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered SPFC's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of SPFC's internal control. Accordingly, we do not express an opinion on the effectiveness of SPFC's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of SPFC's consolidated financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

CONTINUED

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF CONSOLIDATED
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS - CONTINUED**

Compliance and Other Matters

As part of obtaining reasonable assurance about whether SPFC's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the consolidated financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of SPFC's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering SPFC's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

PDR CPAs + Advisors

Oldsmar, Florida
February 28, 2022



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors
St. Petersburg Free Clinic, Inc. and Affiliate
St. Petersburg, Florida

Report on Compliance for Each Major Federal Program

We have audited St. Petersburg Free Clinic, Inc. and Affiliate's (SPFC) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of SPFC's major federal programs for the year ended September 30, 2021. SPFC's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of SPFC's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about SPFC's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of SPFC's compliance.

Opinion on Each Major Federal Program

In our opinion, SPFC complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2021.

CONTINUED

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE - CONTINUED**

Report on Internal Control over Compliance

Management of SPFC is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered SPFC's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of SPFC's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weakness or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

PDR CPAs + Advisors

Oldsmar, Florida
February 28, 2022

**ST. PETERSBURG FREE CLINIC, INC.
AND AFFILIATE
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2021**

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? ___ yes X no

Significant deficiency(ies) identified not considered to be material weakness(es)? ___ yes X none reported

Noncompliance material to financial statements noted? ___ yes X no

Federal Awards Section

Internal control over major federal programs:

Material weakness(es) identified? ___ yes X no

Significant deficiency(ies) identified not considered to be material weakness(es)? ___ yes X none reported

Type of auditor's report on compliance for major federal programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR section 200.516 (a) of the Uniform Guidance? ___ yes X no

Identification of major federal programs:

Federal Programs:

Federal Assistance Listing Number	Name of Program or Cluster
21.019	COVID 19 Coronavirus Relief Fund

Dollar threshold used to determine Type A programs:

Federal programs \$ 750,000

Auditee qualified as low-risk auditee for federal purposes? ___ yes X no

**ST. PETERSBURG FREE CLINIC, INC.
AND AFFILIATE
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2021**

Part II - Schedule of Financial Statement Findings

This section identifies the significant deficiencies, material weaknesses, and instances of noncompliance related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*.

There were no reportable findings.

Part III - Federal Award Findings and Questioned Costs

This section identifies the significant deficiencies, material weaknesses, and instances of noncompliance, including questioned costs, related to the audit of major federal programs, as required to be reported by the Uniform Guidance.

There were no reportable findings.

Summary Schedule of Prior Audit Findings

A Summary Schedule of Prior Audit Findings is not necessary since there were no prior audit findings.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701	CONTACT NAME: PHONE (A/C. No. Ext): 727-522-7777		FAX (A/C. No.): 727-521-2902
	E-MAIL ADDRESS: certificates@w3ins.com		
INSURED St Petersburg Free Clinic Inc 863 3rd Ave N Saint Petersburg FL 33701	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Capitol Specialty Insurance Corporation		10328
	INSURER B : Auto-Owners Insurance Company		18988
	INSURER C : Associated Industries Ins Co., Inc.		23140
	INSURER D : Allied World Assurance Co.(U.S.), Inc.		19489
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 217122990

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HS0261445708	4/30/2022	4/30/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4807372702	3/31/2022	3/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			03133623	4/30/2022	4/30/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AWC1181055	3/31/2022	3/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability Abuse & Molestation			HS0261579008	4/30/2022	4/30/2023	Each Claim/Aggregate 2MM/4MM Each Claim/Aggregate 1MM/3MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Directors & Officers Liability
 Federal Insurance Company NAIC #20281
 Policy #68054652
 Effective 3/31/2022-3/31/2023
 \$1,000,000 Per Claim Limit
 \$1,000,000 Maximum Aggregate Limit
 \$10,000 Retention

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Informational Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Wallace Welch & Willingham, Inc.		NAMED INSURED St Petersburg Free Clinic Inc 863 3rd Ave N Saint Petersburg FL 33701	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Employment Practices Liability
 Federal Insurance Company NAIC #20281
 Policy #82596900
 Effective 3/31/2022-3/31/2023
 \$1,000,000 Per Claim Limit
 \$1,000,000 Maximum Aggregate Limit
 \$10,000 Retention

Crime
 Federal Insurance Company NAIC #20281
 Policy #82596900
 Effective 3/31/2022 - 3/31/2023
 Limit - \$300,000
 Deductible - \$5,000

Cyber Liability
 Palomar Specialty Ins Co
 Policy #PLM-CB-SABTHJD4X
 Effective 3/31/2022 - 3/31/2023
 Limit - \$2,000,000
 Deductible - \$25,000