



ARPA

**NONPROFIT CAPITAL
PROJECT FUND**

FEAST Inc.

Large Projects Contract

LARGE CAPITAL PROJECT GRANT AGREEMENT

BY AND BETWEEN

PINELLAS COMMUNITY FOUNDATION

AND

F.E.A.S.T., INC.

THIS LARGE CAPITAL PROJECT GRANT AGREEMENT (hereinafter “**Agreement**”), effective upon the last date executed below, by and between **PINELLAS COMMUNITY FOUNDATION**, a public charitable foundation established by Trust Agreement Dated January 1, 1969, as may have been amended from time to time, whose address is 17755 US Highway 19 North, Suite 150, Clearwater, Florida 33764, (hereinafter, “**AGENCY**”) and **F.E.A.S.T., INC.**, whose address is 2255 Nebraska Avenue, Palm Harbor, FL 34683 (hereinafter “**GRANTEE BENEFICIARY**”).

WITNESSETH:

WHEREAS, in response to the emergence of a novel coronavirus and the respiratory disease it causes (hereinafter, “**COVID-19**”), the World Health Organization (hereinafter, “**WHO**”) has officially characterized COVID-19 as a pandemic that constitutes a Public Health Emergency of International Concern; and

WHEREAS, the American Rescue Plan Act of 2021 (“**ARPA**”) is a federal emergency legislative package designed to facilitate nationwide recovery from the devastating economic and health impacts of the COVID-19 public health emergency; and

WHEREAS, the Pinellas County Government (“**County**”) received an allocation pursuant to the ARPA State and Local Fiscal Recovery Fund (“**SLFRF**”) and the Board of County

Commissioners (“Board”) approved a Spending Plan for the SLFRF Spending (“Spending Plan”) which includes the Pinellas ARPA Nonprofit Capital Project Fund (“Project Fund”); and

WHEREAS, the County has contracted with **AGENCY** to administer the Project Fund on behalf of the County; and

WHEREAS, **AGENCY** has determined that **GRANTEE BENEFICIARY** has experienced a negative economic impact as a result of the COVID-19 pandemic as evidenced by: a reduction in revenue for 2020 compared to 2019, an increase in demand for services, or a need for additional capital assets to adapt operations to accommodate health and safety guidelines by the Centers for Disease Control and Prevention (CDC);

NOW THEREFORE, the parties hereto, mutually agree as follows:

1. Specific Grant Information:

This project shall be undertaken and accomplished in accordance with the terms and conditions specified herein and the Appendices named below, which are attached hereto and by reference incorporated herein:

a) Grantee Beneficiary Name: **F.E.A.S.T., Inc.**

b) Grantee Beneficiary Contact and Notice Information:

Primary Contact Name: **Tamara Black**

Address: **2255 Nebraska Avenue, Palm Harbor, FL 34683**

Phone Number: **813-300-4422**

Grantee’s Unique Entity Identifier (UEI): **CVVLXNBMZRAB**

c) Federal Award Identification Number: **SLFRP4653 direct payment from the Department of the Treasury (“Treasury”) pursuant to Coronavirus State and Local Fiscal Recovery Funds pursuant to the American Rescue Plan Act.**

- d) Federal Award Date: **8/12/2021**
- e) Period of Grant Performance, Start Date: **12/12/23** End Date: **9/5/24**
- f) Amount of Funds Awarded: **\$180,000.00** (hereinafter, “Awarded Funds”).
- g) Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for Awarding Official of the Pass-Through Entity:

Federal Awarding Agency:

United States Department of Treasury

Pass-Through Entity:

Pinellas County

Pass-Through Entity:

Pinellas Community Foundation

Contact Information for Awarding Official of the Pass-Through Entity:

Duggan Cooley, CEO, Pinellas Community Foundation

17755 US Highway 19 N, Suite 150

Clearwater, FL 33764

- h) Assistance Listing Number and Name

Assistance Listing Number (at time of disbursement): **21.027**

Assistance Listing Name: **Coronavirus State and Local Fiscal Recovery Funds**

- i) Indirect Cost Rate for **GRANTEE BENEFICIARY** portion of the Federal Award:

0%

2. Large Capital Project:

The **GRANTEE BENEFICIARY**'s large capital project is approved in full and will be awarded from the **AGENCY** consistent with the **GRANTEE BENEFICIARY**'s application for award of funds for the large capital project (attached as Appendix 5) and which is consistent with the purpose of assisting a non-profit entity that has experienced a negative economic impact as a result of the COVID-19 pandemic in accordance with the applicable criteria set by ARPA and SLFRF.

- a) **GRANTEE BENEFICIARY** shall be awarded \$180,000 for the large capital project set forth in their application in Appendix 5 and on the time schedule set forth on the estimated project schedule in Appendix 6 which is the Pre-Contract Schedule.
- b) **GRANTEE BENEFICIARY** agrees it will only be delivered these funds if it meets the following requirements:
 - i. Compliance with all rules and guidelines of the ARPA and SLFRF requirements including certifications and/or attestations of compliance as appropriate by ARPA and SLFRF and/or the **County** or **AGENCY**. **GRANTEE BENEFICIARY** acknowledges that this includes, but is not limited to, Davis Bacon Act (prevailing wage rates), if **GRANTEE BENEFICIARY** is otherwise already obligated to comply with Davis Bacon Act.
 - ii. Compliance with Appendix 1 –including, but not limited to, ARPA and SLFRF Guidance and Requirements.
 - iii. Compliance with Appendix 2 – Attestation.
 - iv. Compliance with Appendix 3 – Minimum Reporting Requirements.

- v. Compliance with Appendix 4 – Minimum Insurance Requirements.
- vi. Compliance with Appendix 5 – Application for Funding.
- vii. Compliance with Appendix 6 – Pre-Contract Schedule.
- viii. Compliance with Appendix 7 – Agreement-Related Land Use Restrictions.
- ix. Attestation to the accuracy of capital project costs and that the capital project costs are not otherwise reimbursable by a different source and that the costs comply with the ARPA and SLFRF requirements.
- x. Compliance with all deliverables/benchmarks in compliance with the deadlines set forth in the application as modified by the Pre-Contract Schedule (Appendices 5 & 6). Dates for compliance may be extended upon mutual agreement of the parties in writing provided completion will be accomplished within the timeframes required by the ARPA and SLFRF guidelines. **AGENCY** will not extend any compliance dates that could jeopardize the completion dates required by ARPA and/or SLFRF and it is within the sole discretion of **AGENCY** to require completion well in advance of the dates required by ARPA and/or SLFRF.
- xi. Compliance with any other applicable, state, local and federal laws, rules and regulations.

3. Term of Agreement.

This Agreement shall commence upon execution and the Agreement shall expire 60 days after the final date set forth in Appendix 5. The expiration date of this Agreement may be extended, by mutual agreement of the parties in writing.

4. Compensation.

a) The **AGENCY** agrees to provide **GRANTEE BENEFICIARY** an amount not to exceed One Hundred Eighty Thousand dollars and 00/100 cents (\$180,000.00) as an award of the Large Capital Project Spending Plan of the County for the project as described in Section 2.

b) **GRANTEE BENEFICIARY** shall maintain a Budget Plan and Benchmark/Deliverables Plan setting forth the time frame for each benchmark/deliverable (Appendix 5 & 6), as approved by **AGENCY**, and, to the greatest extent feasible, **GRANTEE BENEFICIARY** shall provide a Budget Plan and Benchmark/Deliverables Plan prior to the execution of any contract for the expenditure of the funds. Time frames for deliverables in the Pre-Contract Schedule (Appendix 6) shall replace time frames in the application for funding (Appendix 5). Any change in date for deliverables/benchmarks must be approved in advance by **AGENCY** in its sole discretion but in no case will any change be approved that is outside the deadline set by ARPA and SLFRF.

c) The **AGENCY** shall determine which expenses in the Budget Plan (Appendix 5) may be paid as an advance to the **GRANTEE BENEFICIARY**, if any, and which expenses will be paid on a cost-reimbursement basis, with the **GRANTEE BENEFICIARY** to submit invoices and proof of payment with supporting documentation to justify the reimbursement of expenses. **GRANTEE BENEFICIARY** agrees to provide any documentation or information required by the **AGENCY** to assist with the **AGENCY'S** determination regarding which expenses, if any, will be paid as an advance to the **GRANTEE BENEFICIARY**. If any amount is paid as an advance payment to **GRANTEE BENEFICIARY**, the **GRANTEE BENEFICIARY** must provide sufficient documentation, including but not limited to paid invoices, proof of completed project work, canceled checks, and documentation from contractors, of usage of the funds for allowed purposes under this Agreement in order to receive any future payments.

d) Any funds expended in violation of this Agreement or in violation of appropriate Federal, State, and **AGENCY** requirements shall be refunded in full to **AGENCY** or **County**. If this Agreement is still in force and such funds are not refunded in full to **AGENCY**, future payments shall be withheld by **AGENCY**.

e) Any unspent funds shall be refunded in full to **AGENCY** or **County**. If this Agreement is still in force, future payments shall be withheld by the **AGENCY**.

5. Performance Measures.

The **GRANTEE BENEFICIARY** agrees to submit any and all documentation requested by **AGENCY** to support expenditures and any and all documentation as may be requested by **AGENCY** as needed for ARPA and SLFRF compliance and must provide regular written updates to **AGENCY**, on a schedule provided by **AGENCY**, regarding progress towards project completion including all approved expenditures to date. **GRANTEE BENEFICIARY** must maintain detailed accounting and tracking of all expenditures. **GRANTEE BENEFICIARY** shall designate an individual employee or agent of **GRANTEE BENEFICIARY** to oversee all expenditures of funds, including the performance and work of any contractor or subcontractor for which the funds are used. **GRANTEE BENEFICIARY** agrees and acknowledges that **AGENCY** shall have no control over, and no responsibility for, the means and methods of any construction performed using the funds, selection of individuals or business entities to perform any work using the funds, administration of any contracts between **GRANTEE BENEFICIARY** and any third party, and payments made or not made by **GRANTEE BENEFICIARY** to any third party.

6. Data Sharing.

The **GRANTEE BENEFICIARY** agrees to share data with the **AGENCY** as deemed necessary by **AGENCY**, in its sole discretion, for expenditure validation, trend review, and

performance monitoring.

7. Insurance.

GRANTEE BENEFICIARY will be required to maintain appropriate insurance to cover the Large Capital Project funded by this Agreement. See Appendix 4 for Minimum Insurance Requirements applicable to this Agreement. **GRANTEE BENEFICIARY** must comply at all applicable times with the insurance required.

8. Monitoring.

GRANTEE BENEFICIARY will work with **AGENCY** to meet the requirements of 2 C.F.R. § 200.329 (Monitoring and reporting program performance). This may include, but is not limited to, the following:

- a) The monitoring requirements set forth in Appendix 4 – Minimum Reporting Requirements.
- b) **GRANTEE BENEFICIARY** will work with the **AGENCY** to establish policies and procedures as required.
- c) **GRANTEE BENEFICIARY** will cooperate in site visits if required by **AGENCY** including, but not limited to, any documentation related to this funding, and will provide related information at any reasonable time.
- d) **GRANTEE BENEFICIARY** will submit other reports and information in such formats and at such times as may be prescribed by the **AGENCY**.
- e) All monitoring reports will be as detailed as may be reasonably requested by the **AGENCY** and will be deemed incomplete if not satisfactory to the **AGENCY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **AGENCY**.

9. Special Situations.

- a) **GRANTEE BENEFICIARY** agrees to inform **AGENCY** within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement.
- b) **GRANTEE BENEFICIARY** agrees to inform **AGENCY** within one (1) business day about critical incidents including but not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the **GRANTEE BENEFICIARY'S** ability to protect and serve its participants; or incidents which may have other significant effects on the **AGENCY** or **GRANTEE BENEFICIARY**. Incidents shall be reported to the designated **AGENCY** contact below by phone or email only. Initially incident report information shall not include any identifying information on participants.

10. Amendment/Modification.

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning all matters covered herein. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties.

11. Closeout

- a) Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 C.F.R. Part 200.344 (Closeout) and 2 C.F.R. Part 200.345 (Post-closeout adjustments and continuing responsibilities).

b) This Agreement will not terminate, unless terminated as provided in Section 12, until Closeout is completed consistent with requirements detailed in the Appendices attached hereto, and to the satisfaction of the **AGENCY**. Such requirements shall include but are not limited to submitting final reports and providing project deliverables and closeout information as requested by **AGENCY**, **County** and/or the US Treasury Department or its authorized representatives, and reconciliation of program funding.

c) All invoices and requests for reimbursement shall be submitted within 30 days following the end of the project and budget period.

d) All un-spent funds must be reimbursed to the **AGENCY or the County** as appropriate, by the **GRANTEE BENEFICIARY** by the expiration date.

e) This section shall survive the expiration or termination of this Agreement.

12. Termination.

a) If the **GRANTEE BENEFICIARY** fails to fulfill or abide by any of the provisions of this Agreement, **GRANTEE BENEFICIARY** shall be considered in material breach of the Agreement. Where a material breach can be corrected, **GRANTEE BENEFICIARY** shall be given thirty (30) days to cure said breach. If **GRANTEE BENEFICIARY** fails to cure, or if the breach is of the nature that the harm caused cannot be undone, **AGENCY** may immediately terminate this Agreement, with cause, upon notice in writing to the **GRANTEE BENEFICIARY**.

b) In the event the **GRANTEE BENEFICIARY** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **GRANTEE BENEFICIARY** must repay such amount to the **AGENCY or County** and may in the **AGENCY'S** sole discretion, be deemed to have waived the right to additional funds under this Agreement.

c) If **GRANTEE BENEFICIARY** fails to comply with the deliverable benchmark dates agreed to and **AGENCY** does not agree to extend the deadlines in its sole discretion, this Agreement will automatically terminate.

d) If the **County** cancels or revokes the Project Fund or revokes its award to **GRANTEE BENEFICIARY** for any reason whatsoever in the **County's** sole discretion, this Agreement will automatically terminate;

e) The **AGENCY** may terminate this Agreement without advance notice and without a cure period for any reason whatsoever as determined in **AGENCY's** sole discretion for any reason or for convenience.

f) The **AGENCY**, **County**, or the United States Department of Treasury may terminate this agreement in accordance with 2 C.F.R. § 200.340 (Termination).

g) Should this Agreement be terminated by **AGENCY** or **County** or **GRANTEE BENEFICIARY**, **GRANTEE BENEFICIARY** will be required to return all funds already paid to it pursuant to this Agreement even if certain deliverables were timely met as **GRANTEE BENEFICIARY** agrees that this Large Capital Project requires completion in order for **GRANTEE BENEFICIARY** to be entitled to the Awarded Funds hereunder despite receiving scheduled intermittent payment pursuant to this Agreement. Failure to complete the Large Capital Project in its entirety for any reason will require **GRANTEE BENEFICIARY** to repay all funds previously paid to it pursuant to this Agreement. **GRANTEE BENEFICIARY** hereby agrees to repay all funds paid to it pursuant to this Agreement should it not timely complete the Large Capital Project or should this Agreement be terminated by any party prior to completion.

13. Assignment/Subcontracting.

a) This Agreement, and any rights or obligations hereunder, shall not be assigned,

transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

b) The **GRANTEE BENEFICIARY** is fully responsible for completion of the Large Capital Project required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. The **GRANTEE BENEFICIARY** shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the **AGENCY**, without the prior written consent of the **AGENCY**, which shall be determined by the **AGENCY** in its sole discretion. **AGENCY'S** approval of any subcontractor shall not be deemed to relieve **GRANTEE BENEFICIARY'S** obligation to ensure that such subcontractor(s) comply at all times during the execution of the project with all applicable local, state, and federal ordinances, regulations, and laws pertaining to any work performed by such subcontractor(s).

c) Prior to beginning work under any contract or agreement with **GRANTEE BENEFICIARY**, subcontractors must register with and use the E-verify system to verify the work authorization status of all new employees of the subcontractor and comply with F.S. 448.095, including, but not limited to all provisions of 449.095(5). The subcontractor must also provide **GRANTEE BENEFICIARY** with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien." **GRANTEE BENEFICIARY** shall maintain a copy of such affidavit for the duration of the contract. "Unauthorized alien" means an individual who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. s. 1324a(h)(3). The term must be interpreted consistently with that section and any applicable federal rules or regulations and F.S. 448.095.

14. Indemnification.

The **GRANTEE BENEFICIARY** agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the **AGENCY**, its officers, employees and agents from all damages, suits, actions, costs, liabilities, fines, assessments, or claims, including reasonable attorney's fees incurred by the **AGENCY**, of any kind or character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct or violation of the Agreement of **GRANTEE BENEFICIARY**; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the **AGENCY**.

15. Business Practices.

- a) The **GRANTEE BENEFICIARY** must utilize financial procedures in accordance with generally accepted accounting principles and Florida Statutes, including adequate supporting documents, to account for the use of the funds provided by the **AGENCY**.
- b) The **GRANTEE BENEFICIARY** shall, at all times during the execution of the project, comply with all applicable local, state, and federal ordinances, regulations, and laws pertaining to the construction and maintenance of the Large Capital Project funded through this Agreement and ensure that any subcontractor at all times during the execution of the project, complies with all applicable local, state, and federal ordinances, regulations, and laws pertaining to any work performed by

such subcontractor. This includes, but is not limited to, zoning laws, environmental regulations, building codes, and safety standards.

- c) The **GRANTEE BENEFICIARY** is responsible for obtaining and maintaining all necessary permits, licenses, inspections, and interim and final approvals required for the Large Capital Project's implementation. This responsibility encompasses ensuring that the project's plans and specifications are in strict compliance with relevant codes, ordinances, and regulations before Project commencement.
- d) The **GRANTEE BENEFICIARY** must retain all records (programmatic, property, personnel, and financial) relating to this Agreement for five (5) years after final payment is made.
- e) All **GRANTEE BENEFICIARY** records relating to this Agreement are subject to audit by the federal government or its representatives, or the **AGENCY** and its representatives.
- f) **GRANTEE BENEFICIARY** shall, within thirty (30) days from the effective date of this Agreement, designate and provide the **AGENCY** with the contact information for a primary point of contact who will serve as the main liaison for all matters related to the funded project. This designated individual shall be responsible for coordinating communication, providing updates, and ensuring the timely and efficient execution of the project. Additionally, **GRANTEE BENEFICIARY** shall designate a secondary point of contact, who shall act as an alternate liaison in the absence of the primary point of contact or as needed to support the project.

- i. **GRANTEE BENEFICIARY** agrees to promptly inform the **AGENCY** in writing of any changes to the designated points of contact, including but not limited to changes in personnel or contact information. Such notification shall be provided within five (5) business days of any such change.
 - ii. Any communication or notice provided from the **AGENCY**, its officers, employees, and agents to the designated points of contact shall be considered duly delivered to **GRANTEE BENEFICIARY**.
- g) Prior to beginning work under this Contract, **GRANTEE BENEFICIARY** must register with and use the E-verify system to verify the work authorization status of all new employees of the **GRANTEE BENEFICIARY** and comply with F.S. 448.095, including, but not limited to all provisions of 449.095(5).

16. Nondiscrimination.

- a) The **GRANTEE BENEFICIARY** shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability, marital status, or sexual orientation.
- b) The **GRANTEE BENEFICIARY** shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin, disability, marital status or sexual orientation in admission, treatment, or participation in its programs, services and activities.
- c) The **GRANTEE BENEFICIARY** shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

17. Independent Contractor.

It is expressly understood and agreed by the parties that **GRANTEE BENEFICIARY** is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the **AGENCY**. No agent, employee, or servant of the **GRANTEE BENEFICIARY** shall be, or shall be deemed to be, the agent or servant of the **AGENCY**. None of the benefits provided by the **AGENCY** to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from **AGENCY** to the employees, agents, or servants of the **GRANTEE BENEFICIARY**.

18. Additional Funding.

Funds from this Agreement may not be used as the matching portion for any federal grant except in the manner provided by Federal and State law and applicable Federal and State rules and regulations. The **GRANTEE BENEFICIARY** agrees to make all reasonable efforts to obtain funding from additional sources wherever said **GRANTEE BENEFICIARY** may qualify. Should this Agreement reflect a required match, documentation of said match is required to be provided to the **AGENCY**.

19. Governing Law.

The laws of the State of Florida shall govern this Agreement.

20. Conformity to the Law.

The **GRANTEE BENEFICIARY** shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder, including but not limited to ARPA and SLFRF.

21. Prior Agreement, Waiver, and Severability.

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties as to this Large Capital Project. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent violation or default hereof. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

22. Agreement Management.

Pinellas Community Foundation (**AGENCY**) designates the following person(s) as the liaison for the **AGENCY**:

Duggan Cooley, CEO
Pinellas Community Foundation
17755 US Highway 19 North, Suite 150
Clearwater, FL 33764
727-531-0058

GRANTEE BENEFICIARY designates the following person(s) as the liaison for the

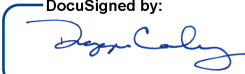
GRANTEE BENEFICIARY:

Tamara Black, Executive Director
F.E.A.S.T., Inc.
2255 Nebraska Avenue, Palm Harbor, FL 34683
813-300-4422

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year written below.

AGENCY: Pinellas Community Foundation

By: 
528C89A7304941D...
Duggan Cooley
CEO

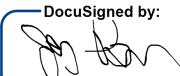
Date: 4/5/2024 | 6:46 PM EDT

GRANTEE BENEFICIARY: F.E.A.S.T., Inc.

By: 
E9D5AC82818147F...
Tamara Black, Executive Director
tamara@feastfoodpantry.org

Date: 4/3/2024 | 12:01 PM EDT

GRANTEE BENEFICIARY: F.E.A.S.T., Inc.

By: 
743294ECDD804C5...
Jay Powers, President
president@feastfoodpantry.org

Date: 4/17/2024 | 5:55 PM EDT

Schedule of Appendices

Appendix 1 – ARPA and SLFRF Guidance and Requirements

Appendix 2 – Attestation

Appendix 3 – Minimum Monitoring Requirements

Appendix 4 – Minimum Insurance Requirements

Appendix 5 – Application for Funding (including budget plan)

Appendix 6 – Pre-Contract Schedule (including time frame for deliverables/benchmarks)

Appendix 7 – Agreement-Related Land Use Restrictions

APPENDIX 1 – Requirements

GRANTEE BENEFICIARY is required to comply with all rules and guidelines of ARPA and SLFRF including but not limited to those set forth below as well as any additional rules or guidelines propounded in the future or any modifications to existing rules or guidelines. Please see below for applicable rules and guidelines:

US Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Website - <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

Overview of the Final Rule - <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>

Final Rule - <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

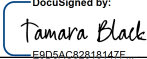
DS
TB

APPENDIX 2 – Attestation

I, Tamara Black, am the Executive Director of F.E.A.ST., Inc., and I certify that:

1. I have the authority on behalf of F.E.A.ST., Inc. to sign this Attestation.
2. I understand that the Pinellas Community Foundation will rely on this attestation as a material representation in making a direct payment to this Organization.
3. I attest that all information is true, accurate and complete and that all capital project costs submitted are accurate.
4. F.E.A.ST., Inc. attests that proposed expenditures outlined in the grant proposal are necessary and appropriate to remedy economic harm caused by the COVID-19 Pandemic, are for capital expenditures to aid the organization in supporting residents and/or the community, and do not supplant existing services or budgets, and are not reimbursable by any other means.
5. F.E.A.ST., Inc. attests it will only expend funds from this grant which are approved and aligned with the awarded proposal, are necessary and appropriate to remedy economic harm caused by the COVID-19 Pandemic, do not supplant existing services or budgets, and are not reimbursable by any other means.

By: Tamara Black

Signature:  _____
ED5AC82818147E

Title: Executive Director

Date: 4/3/2024 | 12:01 PM EDT _____

APPENDIX 3 – Minimum Reporting Requirements

During the Term of this Agreement, **GRANTEE BENEFICIARY** must comply with all reporting requirements as set forth in the discretion of **AGENCY**. This includes, but not limited to:

1. Provide monitoring reports at intervals requested by **AGENCY** with respect to ongoing compliance towards timely completion of project activities in the time frame approved in the Pre-Contract Schedule, as may be amended from time to time in the sole discretion of **AGENCY**, and other details as requested by **AGENCY**;
2. Complete and accurate documentation of expenditures, including, but not limited to, documentation as may be required by **AGENCY** demonstrating proper payments made to all subcontractors, suppliers, and vendors, in compliance with approved award.
3. Site visit(s) at the time determined by the **AGENCY**.
4. Final Close Out report, detailing the impact of this funding and the relief of the negative economic impact related to COVID-19, provided to **AGENCY** in accordance with Section 11 of this Agreement (Closeout).

DS
TB

APPENDIX 4 – Minimum Insurance Requirements

For the duration of this Agreement, **GRANTEE BENEFICIARY** must maintain the following minimum insurance requirements. Failure to do so will be a breach of contract and **GRANTEE BENEFICIARY** will no longer be eligible for funding and will be required to return any funds already provided to it.

- (i) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy must include coverage including but not limited to independent contractor, bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Agreement.
- (ii) Commercial automobile liability insurance in the amount of at least \$500,000 combined single limit covering all owned, hired and non-owned vehicles.
- (iii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$500,000 each accident, \$500,000 per employee, and \$500,000 for all diseases.

GRANTEE BENEFICIARY must list Pinellas Community Foundation (**AGENCY**) as additional insured on the general liability policy. Pinellas Community Foundation's contact information is:

17755 US HWY 19 N., Ste. 150

Clearwater, FL 33764

727-531-0058

DS
TB

APPENDIX 5 – Application for Funding (including budget plan) – Attached hereto

DS
TB

New Building Project for FEAST

*ARPA Nonprofit Capital Project Fund - Large
Projects (Round 2)*

FEAST Inc.

Mrs. Tamara Lynn Black
2255 Nebraska Ave
Palm Harbor, FL 34683

feastpalmharbor@gmail.com
O: 727-789-5275
M: 813-300-4422

Mrs. Tamara Lynn Black

2255 Nebraska Avenue
Palm Harbor, FL 34683

tamara@feastfoodpantry.org
O: 727-789-5275
M: 813-300-4422

Application Form

Organization Information

An informational webinar about this application is available to watch.

The rubric that will be used to score this proposal can be downloaded [here](#).

If you would like to complete this application first in Microsoft Word, you may download a Word version [here](#). Please pay attention to character limits.

Brief Project Descriptor

Please briefly describe this organization's request.

Organization Name*

F.E.A.S.T., Inc.

Project Name*

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

New Building Project for FEAST

EIN*

59-2981961

Incorporation Year*

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

1989

Mission Statement*

What is your organization's mission statement?

The mission of the FEAST Food Pantry is to compassionately provide food and personal care items to families in need in North Pinellas County.

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

CVVLXNBMZRA8

Annual Operating Budget*

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

\$837,365.00

Amount Requested*

The maximum grant amount is \$500,000.

\$180,000.00

Does the total project cost exceed the amount your organization is requesting?*

Please note: Answering "Yes" will cause additional questions to load later in this application.

Examples

ABC Childcare is seeking funding for a new playground. ABC Childcare is asking PCF to fund \$150,000 for certain equipment, and will seek other funding and donations for the remaining \$20,000 of the playground. ABC Childcare would select "Yes" for this question.

Better Tomorrow, a mental health provider, is looking to expand their counseling center by two rooms to meet increased service demand arising from the pandemic. Better Tomorrow has secured \$25,000 in private contributions, and wants to request the remaining \$125,000 in this grant. Better Tomorrow would select "Yes" for this question.

DBE Food Pantry is seeking funding a new HVAC unit for their pantry, and is requesting \$40,000 from PCF to cover the entire cost. DBE Food Pantry would select "No" for this question.

Yes

Rent vs. Own*

Does your organization rent or own the property for which you are proposing modifications?

Rent

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

Pinellas County Priority Areas*

For Round 2 of this funding process, the ARPA Nonprofit Capital Project Fund is prioritizing organizations that offer programming, and whose capital purchase is related to, the following areas:

- Individuals with Disabilities
- Food Security
- Specialized Healthcare
 - o Mental Health
 - o Dental Care
 - o Substance Use Disorders
- Housing

Not offering programming in these areas does not disqualify you from applying. However, this prioritization will result in 10 bonus points being awarded to eligible requests when scored.

Does your organization and its proposed capital purchase fit into one of these areas?

Yes

Programming 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?

If you have indicated above that your programming and proposed purchase fit into the priority areas for this funding round, please be sure to describe the relevant programming.

Since 1989, the mission of the FEAST Food Pantry is to compassionately provide food and personal care items to families in need in North Pinellas County. For 34 years, the pantry has addressed the needs of residents in Pinellas County suffering from food insecurity; clients come from a variety of populations, including children,

senior citizens, low-income families, immigrants, and homeless people. Clients can visit the pantry twice a month. At each visit, they receive shelf-stable food, based on family size, which typically equates to a 3-4-day supply of food. Perishables - meat, milk, eggs, fresh produce, bread – round out the food each family receives; for a typical family of 3-4 people, this is a value of about \$62. FEAST also accommodates the needs of diabetic, gluten-free, and homeless clients. Clients who suffer from chronic diseases, such as hypertension and diabetes, have unique nutritional requirements, so their food distribution is customized to provide lower sodium, lower sugar, and higher fiber options as requested. By curating bags for client preferences, FEAST supplies a well-balanced, nutritious selection of foods.

Families also receive items not allowable under the SNAP program, such as personal care products, paper products, and pet food. FEAST provides a contactless delivery system, where clients wait in their cars and FEAST volunteers bring the food directly to them. First implemented during the pandemic because of CDC guidelines, clients still prefer this, as they may have health or mobility issues, children in the car, and/or the need for a quick visit to the pantry. The goal is to provide a welcoming, dignified experience. Volunteers are trained to actively listen to clients' needs and to develop a positive relationship with the families. Volunteers provide information about other local food pantries and additional community services, such as how to get help with rent, employment, and Medicaid.

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.

The need for the services of the FEAST Food Pantry is rapidly growing, as food insecurity continues to rise in Pinellas County, in large part due to the rapid inflation that began during the Covid-19 pandemic. In 2019, the inflation rate was 1.8%, but in 2020, the rate was 8%; it is currently 3.2%. Even with the reduction in the annual inflation rate, food prices remain much higher than pre-pandemic levels. At the same time, unemployment spiked to 13.4% in April 2020 before coming down to its current 2.9%. In 2021, the food insecurity rate in Pinellas was 10.6%, or 134,000 residents, as reported by Feeding America. The negative economic impacts of the pandemic on the food insecure have not been alleviated. Even working families can still not earn enough to avoid choosing between paying rent, buying food, or paying medical bills. The 2023 ALICE Report (United Way), found that 12% of the 419,798 households in Pinellas County are living below the Federal Poverty Level and 36% are below the ALICE (Asset Limited, Income Constrained, Employed) threshold of \$66,324 for a family of four.

According to Feeding Tampa Bay, in Pinellas County there are 150,000 people who are eligible for SNAP benefits but are not currently enrolled. Educational programming is needed to address the lack of awareness about the program, the difficulty of navigating the application process, and language and accessibility barriers.

Furthermore, a study published in 2022 in the "Journal of the American Heart Association" examined the effects of food insecurity on health. Researchers found more cardiovascular disease and higher overall death rates among those reporting food insecurity. Food insecurity can cause significant psychological stress, depressive disorders, and an increase in the risk of other mental illnesses (nih.gov).

Clearly, there is a great need for assistance to the food insecure residents of Pinellas County.

Negative Economic Impact*

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.

The more quantifiable your negative economic impact is, whether it be fiscal losses/pressures or increased service demand, the stronger your answer will be. Use numbers whenever possible. The more specific your evidence, the better.

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

The current demand for FEAST's services has not been seen in its 34-year history, and it has continued to grow since the pandemic.

- The economic impact of the pandemic has overwhelmed struggling families who turn to FEAST for support, increasing the number of people served annually by more than 400%. Prior to the pandemic, approximately 1,000 people visited FEAST each month. Today, FEAST serves over 5,000 individuals monthly, a direct result of the pandemic.
- FEAST's yearly food distribution has increased from 102,064 pounds in 2020 to 362,440 pounds in 2022 – a 255% increase. This trend is projected to continue rising in 2023 by an additional 20%, resulting in 434,928 pounds of food distributed.
- From 2019 to 2022, the all-food Consumer Price Index rose by a total of 20.4%, and it is predicted to increase again in 2023 by 5.8% and by at least 2.2% in 2024 (ers.usda.gov). Extra SNAP benefits designed to help families weather the pandemic were terminated in August 2021 by Florida's early exit from the program (floridapolicy.org). The increase in food costs and decrease in aid inundated FEAST with new clients.
- Donations have failed to keep pace with the demand. FEAST now purchases additional food to sustain the current number of clients, with the expenditure for just non-perishable items increasing from \$53,856 in 2020 to \$288,087 in 2023. For example, the prices of much-requested food items have risen since 2020: peanut butter, 5.7%; cereal, 11% (ers.usda.gov).
- Increased operational costs for utilities, janitorial services, and gas have risen from \$15,749 in 2020 to \$20,247 in 2023. Gasoline prices rose a staggering 60.2% from 2021-2022, and electricity prices rose 13.7% during the same time period (bls.gov).
- Planned fundraisers, such as an open house to educate and encourage potential donors, were cancelled due to Covid-19 restrictions, resulting in the loss of a projected \$25,000. The cancellation of community-sponsored food drives further created losses. When the USPS Stamp Out Hunger food drive was cancelled in 2021 and 2022, FEAST lost food donations valued at \$90,000.

During the pandemic, all available funds were used to provide food to clients, including funds that were intended to cover routine and necessary maintenance of FEAST's facilities. Now the building is literally beyond repair. FEAST's primary mission continues to be supplying food to families; without outside funding, we can't construct this much-needed new building.

Negative Economic Impact - Uploads

You have the option to upload supporting documentation regarding negative economic impact. However, please limit your upload to no more than five pages. Word, Excel, JPG and PDF files are accepted.

PPT.pdf

Pandemic Relief Funding*

Please describe all government pandemic relief funding your organization has received since the onset of the pandemic (March 2020). This includes but is not limited to the Pinellas CARES Nonprofit Partnership Fund, other ARPA funding, PPP (Paycheck Protection Program), and Community Block Development Grants specifically targeting COVID-19 relief.

Explain why or how this pandemic-relief funding has not alleviated the negative economic impact you have described above. Potential reasons include expiration dates on certain funding, inflationary pressures, restrictions prohibiting capital expenditures, or the funding simply not being enough to remedy the harm you've indicated above. **The more concrete your numbers, the better.**

If you have not received government relief funding for your organization since the onset of the pandemic, write "No pandemic relief funding received" below.

FEAST received pandemic relief funding from the Pinellas CARES Nonprofit Partnership Fund at the end of 2020. This funding was essential in supporting the organization during a very challenging time. FEAST received \$53,856.64 to purchase food for the increasing number of clients served from September 2020 to December 2020. In addition, the organization received \$15,352.00 to purchase three commercial-grade, energy efficient refrigerators to store perishable foods such as meat, milk, and fresh fruits and vegetables. FEAST did not, however, receive any money to be used on capital expenditures or operational expenses. When the pantry had to choose between buying food for clients and conducting routine repairs to the building, the choice was obvious: food was the more urgent need. Now the need for the "New Building Project for FEAST" is at a critical point, due to the postponement of repairs caused by reduced funding during the pandemic.

The food purchased from the Pinellas CARES funding was completely distributed within two months. On the other hand, the refrigerators are used daily at the pantry, supporting the mission of offering nutritious produce, milk, and eggs to clients. There are often times when refrigerator storage isn't quite adequate, but the volunteers always ensure the food is stored safely. FEAST is very grateful for the pandemic relief funding that was received, but the funds certainly did not alleviate the negative economic impact that the organization experienced from the pandemic.

Proposal Description*

The American Rescue Plan Act requires a request that is reasonable and proportional to the level of negative 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 project proposal and address the following:

- What project will be undertaken with these funds?

- What is the estimated lifespan of the project/property improvement?
- How does it address the negative economic harm you described in the previous question?

The FEAST Food Pantry is in desperate need of a new building to continue to effectively serve the community. The current 2,200 square foot facility consists of two poorly attached trailers that are old and rapidly deteriorating. The trailers were never intended to serve as a commercial facility undergoing hard daily use or hold the increased weight of donated food. The flooring has numerous holes and has been repeatedly repaired with plywood. The roof has multiple leaks, and contractors have advised against investing in extensive repairs. Therefore, we are proposing the "New Building Project for FEAST" in order to continue meeting the needs of the growing number of clients and the increased demand in services directly brought on by the COVID-19 pandemic.

The plan is for a 3,000 square foot commercial modular building that will accommodate the increases in the volume of food necessitated by a four-fold increase in FEAST clients over the last 3.5 years. The current building needs more repairs than are fiscally reasonable; a new building will eliminate these needs and allow more funds to be spent on food and operational expenses. FEAST has an anonymous donor who has committed to match all donations for constructing the building, including any grant funding.

The "New Building Project for FEAST" will:

- Allow our organization to be more effective and efficient in providing high quality food to our clients. Food donations and deliveries will arrive at a level loading dock and will then be moved into the appropriate areas where volunteers will process and pack items for distribution.
- Improve the drive-through pickup distribution system that was recommended by the CDC during the pandemic and implemented by FEAST. Clients will receive food from a clearly designated pickup area. The large, covered entry will protect visitors and volunteers from the weather.
- Create a safe place for the over 70 volunteers who give their time and effort to support the community. The new building will further eliminate the inefficiency and poor workflow design of the current building.
- Allow FEAST to not only meet current and future demands for food and personal care items but to also expand and diversify services for clients. New meeting and conference spaces will allow FEAST to offer group and individual educational classes about health and nutrition topics and available community resources.
- Provide a safe and dignified experience for all clients who visit our pantry.

Number Served*

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

72000

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**.

Other (Explanation Required Below)

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 project.

Currently, numbers indicate that FEAST will serve 60,000 people in 2023; this number is projected to grow to 72,000 people in 2024 and 86,400 people in 2025.

Organizational Sustainability*

How does this project contribute to the long-term sustainability of your organization and the work it does? That is, what impact will this project have on your organization and/or its clients over the long-term?

Examples include increased service capacity, reduced cost of delivering services over time, higher-quality or more equitable service delivery, and increased lifespan/quality of property.

Quantifiable numbers will strengthen your answer.

The "New Building Project for FEAST" will allow the pantry to continue providing food and personal care items to Pinellas families in need for the next 35 years. Currently, numbers indicate that FEAST will serve 60,000 people in 2023; this number is projected to grow to 72,000 people in 2024 and 86,400 people in 2025. Food donations have increased from values of \$325,000 in 2021 to \$400,000 in 2023; a larger building is needed to accept and manage this increase.

The current building is at the end of its lifespan. A larger building will allow us to serve more food to more people, for a much longer time, and at a much higher level. In addition to handling the higher volume of food, FEAST will be able to provide more services that the community certainly needs. There will be room to expand programming to classes such as nutrition, budgeting, and health education. A dedicated private counseling space for clients to learn about other assistance resources is planned as well. The current building has no space to conduct any of these services, nor is the building condition safe enough for clients to enter. The new building will have a concrete, level floor designed to handle the ever-growing volume of food moved by volunteers from ample storage rooms to the well-planned distribution area. Volunteers will work in areas specifically designed to maximize efficiency that allow for future growth and development.

As FEAST grows, the organization must plan for refinements in food management processes and the best use of the volunteers' time and skills. By committing to this building project, FEAST shows its commitment to continuing and expanding services to meet the needs of Pinellas County families suffering from food insecurity.

Project Specifics

Permits*

Please describe any permits necessary for the successful completion of this proposed project. Be sure to include any permits already obtained or in progress, and/or what the timeline is to acquire permits.

FEAST has begun the permitting process for the "New Building Project for FEAST" capital project.

The project requires multiple surveys and permits including a site permit as well as a building permit.

1. Land surveys completed by Armstrong Environmental: February-June 2022
2. Wetlands Limits/Search, Survey completed by Armstrong Environmental: April 2022
2. Supplemental Water Test completed by Central FL Testing Lab: July 2023

3. Fire Hydrant Flow Test completed by A Total Solution, Inc.: July 2023
4. Site Inspections, Calculations, and Design completed by Landon, Moree, and Associates: October 2022-September 2023
5. The site permit was approved on September 18, 2023.
6. The building permit will be completed and filed by the contractor, upon the execution of the formal contract with the contractor. The permit is expected to be filed in early October and approved around the end of November 2023.

Plan Set*

Do you have a plan set for this project?

A plan set refers to the "batch" of plans, drawings, prints, files, etc., that you receive from an architect that explains what needs to be built, how, and where. **Not all qualifying projects in this process require a plan set.**

If you answer Yes, you should upload the Plan Set in the question below.

Yes

Plan Set Upload

If you answered "Yes" above, please upload the Plan Set here. If you have trouble with file size limitations, please reach out to Rose Cervantes at rcervantes@pinellascf.org. If you have any narrative to accompany the plan set, you may write it below.

PDF files are permitted.

Modular Building.pdf

The new building will primarily consist of a large, flexible open space area with shelves, tables, and racks that can be easily moved and configured according to need. The entire facility is conducive to multiple uses, expanding the services FEAST can offer. The conference room will host classes for clients, and allow for collaboration with other community members, agencies, and donors. The room designated for SNAP provides privacy and will be used for individual consultations regarding other community resources. Increased storage spaces for perishable and non-perishable foods will allow FEAST to meet the needs of the increasing number of clients. The landing is designed for commercial use, which will facilitate processing food deliveries and donations. The entire building will be welcoming to clients, volunteers, and community members.

Construction Schedule/Timeline*

Given a spending deadline of December 31, 2026, give a detailed and **realistic construction schedule**/timeline as to how this large capital project will be executed and completed. If there are phases to this project, indicate so in the narrative below. If you specified that permits were needed for this project above, ensure you include the acquisition time in the schedule.

Please include the following:

1. **How the timeline/schedule was developed, and by whom.**
2. **Timeline of planning and execution. Please include start and end dates by month and year. For example, April 2023 - June 2023.**

Example:

Better Tomorrow is proposing the expansion of their counseling center. This requires a 2-month planning phase, one month to obtain all necessary permits, and four months to build. Better Tomorrow would list each phase, a brief description of what takes place in each phase, and an estimated start and completion date for each phase, and an explanation of how the schedule was developed.

The project timeline was developed by the construction team of Joel Felty of Creative Modular and Edna Bellamy of EB Construction & Inspections LLC in collaboration with the FEAST Leadership Team, with additional input from Pinellas County representatives. Specific dates are subject to change depending on a variety of variables during the construction process. Pre-construction work began in February 2022. Construction is expected to begin at the end of November 2023, with a completion date of June 2024.

1. Pre-construction Surveys, Design, and Testing: February 2022-September 2023
2. Site Permit Approved: September 18, 2023
3. Building Permit Approved: end of November 2023
4. Energy Company Coordination: November 2023-January 2024
5. Demo Permit: November-December 2023
6. Disconnect Utilities, Remove Existing Trailer: December 2023
7. Site Work – Ground Prep: December 2023
8. Site Work – Stabilize Pad: December 2023-January 2024
9. Buildings Delivered: March 2024
10. Buildings Installed: March 2024
11. Site Work – Phase 2 Complete Utilities: March-April 2024
12. Electrical: March-April 2024
13. Plumbing Connection: March-April 2024
14. Sprinkler Connections: March-April 2024
15. Fire Alarm Installation: March-April 2024
16. Decks and Ramp Installation: March-April 2024
17. Site Work – Phase 3 Complete West Trench and Sidewalks: April-May 2024
18. Site Work – Phase 4 Complete Paving and Finish Grading: May 2024
19. Landscaping: May-June 2024
20. Final Inspections & CO: June 2024
21. Project End: June 2024

Team Leadership*

Please describe the following:

1. The team and leaders that will be overseeing this proposed project.
 2. Their relationship to your organization
 3. Their role in this project
 4. Whether or not they have overseen similar projects
1. David Brandon, owner of Brandon Construction, has 40 years of commercial construction experience. He is also a FEAST volunteer. He will work with the contractor to ensure the quality of the project is met. He will also work with the county for permitting. David is providing his time, knowledge, and experience to FEAST and this project at no cost.
 2. Jay Powers is the FEAST Board of Directors President. Jay has many years of experience managing commercial property, and he oversaw the renovation of the Ozona Blue restaurant.
 3. Todd McWhirter is a FEAST volunteer and a retired executive of Bouchard Insurance. He brings his business management knowledge to the team.
 4. Tamara Black is the Executive Director of FEAST. She communicates the vision of the entire project with the team, and she coordinates communication within the team as well as with others involved in the project.

Tamara oversees FEAST's finances; in this role, she will oversee the construction budget and expenditures. She also facilitates all FEAST fundraising initiatives.

5. Robin McFerren, as the FEAST Operations Coordinator, ensures that the building design maximizes the efficiency and flexibility necessary for a smooth workflow.

6. Ron Brightwell is an elder with Grace Community Church, which owns the property where FEAST is located. He serves as the liaison between the church and the FEAST building project. He is a member of the FEAST Board of Directors.

Cost Difference

Estimated Total Project Cost*

Please specify the total cost of this capital project/purchase.

Example: ABC Childcare is seeking funding for a new playground. ABC Childcare is asking PCF to fund \$20,000 for certain equipment and will seek other funding and donations for the remaining \$150,000 of the playground, for a total project cost of \$170,000. ABC Childcare would put \$170,000 below.

\$968,122.00

Cost Difference*

How does your organization plan to cover the cost of this project beyond the amount requested? Please also specify if your organization can carry out the potential ARPA-funded portion of this project without other funding being secured.

The total cost of the project is \$968,122 and FEAST is requesting \$180,000 through this grant opportunity. The cost difference will be covered through the funds already raised from the community in the amount of \$607,000. We secured \$303,500 in community donations and have a donor who is matching that \$303,500 raised for this project. The \$180,000 requested from this grant will also be matched by the FEAST donor and will close the gap in funding and allow us to complete our project.

Geographic Impact and Priority Populations

The ARPA Nonprofit Capital Project Fund seeks to offset the negative economic impact Pinellas nonprofits faced due to the COVID-19 pandemic. Organizations who serve disproportionately impacted communities will be considered as serving a priority population. There are several ways to determine if your clients were disproportionately impacted.

Examples of disproportionately impacted communities include those who meet at least one of the following descriptions:

- Low- and moderate-income household and communities
- Households that qualify for federal assistance programs, such as SNAP and TANF

- Historically marginalized communities (BIPOC communities, persons with disabilities, LGBTQ+, religious minorities, and other communities that fit in the Equity definition provided on the ARPA website and application)
- Organization located or serve households within a Qualified Census Tract (QCTs)
 - o Defined by U.S. Department of Housing and Urban Development (HUD)
 - o To assess if your organization serves or is headquartered in a QCT, use this link. 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.

Benefits and Geography of Project*

Please describe how the communities/clients that will benefit from this capital purchase, and how they were disproportionately impacted by the pandemic according to the examples above.

The "New Building Project at FEAST" will benefit Pinellas County residents who have experienced a disproportionate negative impact from the COVID-19 pandemic. The pandemic has created an increased need for FEAST's services, as evidenced by the 400% jump in the number of clients since 2020.

FEAST serves clients who live in a Qualified Census Tract (QCT), in areas such as Tarpon Springs, the Greenwood area of Clearwater, Dunedin, Highpoint, and Largo. According to ARPA standards, a family of 3 whose income is less than \$40,626 falls under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Low-Income Threshold; the average FEAST family size is 3.2 people. Using the ARPA thresholds for all family sizes, 29% of the FEAST families in QCT areas in Pinellas County are below the SLFRF Low-Income Thresholds. Specific examples include Tarpon Springs, where 8% of FEAST families live, the Greenwood area with 6%, Largo/Highpoint with 3%, and Dunedin with 11%.

FEAST serves many low- and moderate-income households from all parts of Pinellas County, not just the QCT areas. Of all FEAST families of three, 84% are under the SLFRF Low-Income Threshold of \$40,626. In fact, based on FEAST clients' self-reported data, 97% of all FEAST families, which range in size from 1-10 people, are below the SLFRF Low- and Moderate-Income Thresholds. Additionally, 2.7% of FEAST clients are homeless.

Although FEAST's headquarters is not in a QCT, the pantry is conveniently located off U.S. 19, between Tarpon Springs and the Clearwater-Dunedin area. The new building is specifically designed with adequate and functional workspaces for processing and packing all food that enters the facility. It is a larger space that will accommodate distribution of food to the growing client base; the expanded freezer and refrigeration space will increase distribution of healthier, perishable foods. Clients who prefer to maintain anonymity will remain in their cars while they pick up food. For clients who choose to enter the building, there will be a dedicated space for confidential consultation to apply for SNAP benefits and discuss other available community resources. There is also space for future programming on topics such as nutrition, health, and budgeting. These initiatives will empower our clients to advance economically and will help them to improve their quality of life.

Headquarters Location*

Please provide your organization's headquarters address as it appears on your Sunbiz account. To check your registration with Sunbiz, you may search their database.

2255 Nebraska Avenue, Palm Harbor FL 34683

Project Location*

Please provide the address or intersection where the property being modified is.

2255 Nebraska Avenue, Palm Harbor FL 34683

Rented Property

You have indicated that the property involved in this proposal is rented. Please answer the questions below.

Tenant Responsibility*

Please explain how your organization is responsible for modifying the building despite being rented. Be sure to describe the length of your organization's lease and to indicate whether or not you have obtained permission from the landlord for the proposed project.

The plan for the "New Building Project for FEAST" is to construct a 3,000 square foot commercial modular building at our current location on the grounds of Grace Community Church on Nebraska Avenue in Palm Harbor. FEAST plans to build and own the building but will be leasing the land from the church. As FEAST will own the building, any modifications to the building in the future will not require approval from the owner of the land, Grace Community Church. FEAST has already obtained a 50-year land lease from the church. FEAST has been in this current location for over 15 years and has a wonderful working relationship with the church leadership. They welcome this development project and are pleased to see the current lease agreement extended to a long-term, 50-year commitment. In addition, constructing a new building at the current site will greatly benefit the clients who are already familiar with FEAST's location, thereby resulting in less disruption of services. The location is in a central area, one block from U.S. Highway 19 with a nearby bus stop, allowing people in the community to easily access the pantry's services. FEAST looks forward to continuing the mission to provide food and personal care items to families in need in Pinellas County at a new facility.

Landlord*

Please enter the name and address of the property owner/landlord.

Grace Community Church of Palm Harbor, Inc. 2255 Nebraska Avenue, Palm Harbor, FL 34683

Lease Upload*

Please upload the executed lease you currently have with your landlord. If there are any important circumstances to note, use the text box below.

Lease Agreement (1).pdf

The lease agreement is for the land on which the new building will be constructed. The lease term is for the next 50 years. FEAST will be the owner of the building itself. The uploaded lease agreement contains the relevant sections as the entire lease agreement is too large to upload. The full lease agreement is available upon request.

Community Connection

PCF understands the value of authentic and diverse representation in philanthropy and in Pinellas County. To this end, we ask demographic and representation questions to gauge the human impact your organization has on the communities 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.

If your staff, board, executive leadership, or long-term volunteers have personal identities or experiences that allow for a meaningful connection with your clients, please feel free to describe this connection below. When possible, please use internal data or specific details to describe how your organization is representative and connected to the communities you serve.

FEAST has strong, authentic connections to the community that we serve. By developing working relationships and coordinating with other organizations, FEAST maximizes its ability to help families suffering from food insecurity. Since the start of the pandemic, FEAST has worked with Dunedin Cares, Oldsmar Cares, St. Vincent De Paul, and Metropolitan Ministries to exchange ideas and best practices. In addition, FEAST collaborates with several local churches, including Grace Community Church, Holy Trinity Episcopal Church, and Palm Harbor United Methodist Church (PHUMC), by providing supplemental food to their members in need. These churches, in turn, sponsor events to benefit FEAST's clients. PHUMC organizes a Christmas toy and food shopping event, where clients select age-appropriate toys and receive a special holiday food bag.

FEAST also works with Giving Hope and St. Luke's Catholic Church, which support the local homeless population. The pantry provides specialized foods such as nutritional drinks and items that can be prepared without electricity; volunteers also create and distribute individual bags of personal care items most helpful to homeless clients. In addition, FEAST supplies Giving Hope with bakery items to pack in lunches for homeless clients. Donations of baby food and diapers are shared with the Upper Pinellas Pregnancy Support Center. The Ready for Life organization helps children aging out of the foster care system; FEAST has provided a large volume of food for these teens who are starting their adult lives. Through a collaboration with the Neighborly Care Network, FEAST provides food to homebound senior citizens.

Recently, FEAST has partnered with BayCare Health System to educate and connect families with resources such as qualified health plans, Medicaid, and KidCare. A BayCare Navigator is available weekly to provide one-on-one assistance. Additionally, outreach efforts in the community have been enhanced by strong relationships with the Palm Harbor YMCA, Palm Harbor Rotary Club, Rotary Club of Tarpon Sunset, the EmpowHERment program, CSA Palm Harbor Parks & Recreation, the Palm Harbor Library, and the Palm Harbor Chamber of Commerce.

FEAST values caring, long-lasting relationships with clients. Two long-term volunteers have shared that their families, in fact, had been prior food pantry clients, proving that welcoming clients to FEAST can be impactful, both now and in the future.

Board Membership*

Do your board members consider themselves a member of one or more of the following populations?

- 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

Neurodiverse/physically disabled

Executive Level Leadership Team*

Does your executive leadership team consider themselves a member of one or more of the following populations?

- 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

Neurodiverse/physically disabled

CEO/Executive Director*

Does your CEO/Executive Director consider themselves a member of one or more of the following populations?

- 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 disable

None of the above

Financial Overview

BIDS MUST BE DATED JULY 5, 2023 OR LATER.

- The file attached below should contain current, verifiable bids, estimates, or price lists [from your potential vendor(s)]. *Please ensure there is a date noted on the bid or some annotation as to when when you obtained these estimates/bids.*
- If your project costs LESS than \$75,000, you must upload TWO verifiable bids or estimates for the proposed project.
- If your project is EQUAL TO or MORE THAN \$75,000, you must upload THREE verifiable bids or estimates for your proposed project.
- If you have already selected a contractor for this process and do not have multiple bids to upload, please ensure you answer the narrative questions below thoroughly.

Bid/Estimate #1*

PDF files are accepted.

FEAST Quote_CMB.pdf

Bid/Estimate #2

PDF files are accepted.

FEAST Quote_ABS.pdf

Bid/Estimate #3

PDF files are accepted.

FEAST quote_ECMB.pdf

Selected Contractor*

If you have not yet selected a contractor and have uploaded multiple bids above, please write N/A below or you will not be able to submit your application.

If your organization has already selected a contractor for this proposed capital project, please describe the process through which this contractor was chosen, and be sure to answer:

1. Was there a competitive bid process? That is, were multiple bids collected in order to evaluate multiple contractors? Describe this process (names of contractors, number of bids collected, prices, and why the contractor was chosen).
2. What personnel members at your organization selected the contractor?
3. Has a contract been executed with this contractor? **If yes, upload the contract here. If no, please describe the status of contract.**

If a contractor has already been selected AND a competitive bidding process was not used, the project will lose points.

In 2021, when FEAST recognized the need to replace its existing structure, the Board of Directors discussed various types of buildings. With input from local construction professionals and engineers, they determined that a commercial modular building was the best option for the site and FEAST's operations model. The Board created the Leadership Team to plan the building, solicit bids, and select a contractor. Three firms submitted bids.

Bid #1: Creative Modular Buildings. (CMB Building - \$504,162; EB Construction and Inspections, LLC - \$227,250.) Total cost - \$731,412

Bid #2: Alternative Building Solutions. Total cost - \$569,750

Bid #3: East Coast Modular Buildings. Total cost - \$590,980

The Leadership Team selected Creative Modular Buildings, which has the lowest bid for the building itself, as the contractor. This company also included the services of a necessary subcontractor, Edna Bellamy of EB Construction and Inspections, LLC, while the other two companies did not include this important component. Ms. Bellamy provides project management and oversight, which will ensure the timely and successful completion of the project. Furthermore, Mr. Felty and Ms. Bellamy have worked together in the past and have an excellent working relationship. When the Leadership Team met with Joel Felty of CMB, they were impressed with his responsiveness and the quality of his product.

Another deciding factor is that the bid from Alternative Building Solutions was provided on 8/27/23 and states that the quote is valid until 9/27/23 (30 days). ABS did not respond to a request for an updated bid. As the selection of the contractor was made within the last two weeks, FEAST will be formalizing the building contract with CMB in the very near future.

Minority/Woman-Owned Business

Is your selected contractor, or the bid you are going to choose if funded, one of the following:

- Small-business enterprise (SBE)
- Disadvantaged business enterprise (DBE)
- Minority and/or woman-owned business (MWBE)

No

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 Detail*

Please upload a clear, easily readable budget that breaks out costs for this proposed project. Ensure that it is clear what portion would be paid for through this grant funding and what would be paid for from other sources. **Be sure that the budget includes 10-20% for contingencies and any costs related to performance and payment bonds for construction projects.**

If you are going to request the permitted indirect cost of up to 5%, please be sure this is represented in your budget.

An example budget is available here.

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

PDF and Excel files are allowed.

FEAST Capital Project Budget.pdf

FEAST requests \$180,000 to complete this large capital project. Our project cost of \$968,122 was derived from scoping/pre-development costs, construction costs, and other (equipment, transition, 10% contingency) costs. The \$180,000 requested is a portion of the construction costs which includes the modular building, the options, and set up/delivery.

Other Funding Sources*

Please describe any other funding that your organization has applied for or obtained for this project. This includes but is not limited to Community Development Block Grants (CDBG), local government grants (including Tourist Development Council funding), foundation grants, and donors (you do not need to disclose donor identities, simply amount raised that is allocated to this project). This includes any matching grants or in-kind contributions you may have obtained.

If none, please explain why no additional funding sources have been pursued.

Please be sure all funding sources below are represented in the "Applicant Match" column in the Budget Summary you have uploaded above.

FEAST has raised funds from the community in the amount of \$303,500 for this project. We have a donor who is matching 100% of all donations contributed to this initiative. Therefore, we currently have raised \$607,000 for this essential project. We recently applied for two small foundation grants for this project and are awaiting their decision. The FEAST matching donor will also match 100% of any funds received from this ARPA grant as well. The preliminary architectural drawings were completed by the Michael Roth Design Group at no cost to FEAST, a donation with the value of \$10,000. With full funding from this grant, as requested, we will be able to complete this project and realize our goal of serving the ever-increasing needs of the community for many years to come.

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 project **decreases** ongoing operating costs, how will it do so?

- If this project **does not affect** operating costs, please note so below.

In the future, the "New Building Project for FEAST" should decrease ongoing monthly operational costs, as the new building will be insulated and built more efficiently from an electrical energy use perspective. The building will have better equipment and energy-saving appliances, hopefully resulting in a decrease of monthly operating costs, including electricity. Volunteers are responsible for planning and implementing programming initiatives; no new costs will be incurred by these programs. Building maintenance tasks are completed by volunteers; therefore, there will be no additional costs with a new building. The only additional cost that might be incurred is an increase in the insurance premiums necessary to insure a new building. However, with a new building that will meet codes, these costs will not be substantial, as there are already insurance premiums being paid on the current facility.

Fund Management Capacity*

Please describe your organization's capacity to manage these potential ARPA funds in terms of fiscal management and financial infrastructure.

This includes, but is not limited to, the use of accounting software that can track a general ledger and multiple accounts and the ability to work on a reimbursement-basis.

The inability to handle a reimbursement-based grant does not disqualify your organization from applying.

FEAST has the ability to sufficiently manage ARPA funds in a timely and organized fashion. We currently utilize Quickbooks as our accounting software and employ a bookkeeper through the CPA firm of Steuer & Co. FEAST's paid administrative coordinator currently tracks and itemizes all expenses and deposits and coordinates them with the bank statements. The bookkeeper and the administrative coordinator meet regularly to ensure all financial records are accurate and up to date and are properly stored and maintained. The Board Treasurer oversees all revenues and expenses, reviews financial statements and presents them monthly to the Board of Directors. The Board Treasurer also utilizes QuickBooks to examine expenses and works closely with the bookkeeper as well. In addition, we have the ability to work on a reimbursement basis for the project. FEAST has sound fiscal policies and procedures, and the team can effectively manage awarded ARPA funds.

Corrective and Investigative Action/Grant Recall*

In the past three (3) years, has your organization had any of the following occur:

1. Been under legal investigation by a local, state, or federal institution?
2. Been placed on a corrective action plan by a funder?
3. Had grant funding recalled by a funder?

If yes, please describe the investigation, corrective action plan and/or grant recall, and the current status of such incidents. If no, write "N/A"

N/A

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.

Final Budget 2023 (1).pdf

Board of Directors List*

Please upload a current list of members of your organization's Board of Directors. Excel, Word, and PDF formats are acceptable.

FEAST Board Members.xlsx

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.

Tax Return 990 Year End September 2022 (1).pdf
N/A

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.

FEAST 08.31.23 Interim Financial Statement (Grant).pdf

FEAST does not have a recent audit. The Board of Directors recently voted to not spend valuable funds to complete an audit, as it is not required by the government or any funding sources. However, the organization employs the firm of Steuer & Co, CPA to manage the monthly accounting utilizing QuickBooks Online. In addition, this firm has helped FEAST to develop and implement solid financial policies and procedures for the organization.

Insurance

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 project. 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.

Certificare of Insurance.pdf

N/A

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 monthly expenditure reports until their project is completed and their contract is closed out.

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

Additional Upload

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

Old building pic collage.pdf

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?

FEAST began as a grass roots organization and to this day is largely dependent on community donations. We provide food to people, no questions asked. Sometimes it's more than just food that's important; it's the relationships formed between clients and volunteers. It's the laughter and tears we share. It's the empathy and respect we have for each other. Whether it's an extra box of crackers or a listening ear, at FEAST we do our best to welcome and help those who are struggling.

File Attachment Summary

Applicant File Uploads

- PPT.pdf
- Modular Building.pdf
- Lease Agreement (1).pdf
- FEAST Quote_CMB.pdf
- FEAST Quote_ABS.pdf
- FEAST quote_ECMB.pdf
- FEAST Capital Project Budget.pdf
- Final Budget 2023 (1).pdf
- FEAST Board Members.xlsx
- Tax Return 990 Year End September 2022 (1).pdf
- FEAST 08.31.23 Interim Financial Statement (Grant).pdf
- Certificare of Insurance.pdf
- Old building pic collage.pdf

APPENDIX 6 – Pre-Contract Schedule – Attached hereto

DS
TB



Large Project
Project Activities Schedule

FEAST Inc

Deliverable (detailed in Appendix 5)	Activity Dates
State Approval Received from State agencies	March 2024
Buildings Delivered	April 2024
Buildings Installed	April 2024
Site Work - Phase 2 Complete Utilities	April - May 2024
Electrical	April - May 2024
Plumbing Connection	April - May 2024
Sprinkler Connection	April - May 2024



Fire Alarm Installation	April - May 2024
Decks and Ramp Installation	April - May 2024
Site Work - Phase 3 Complete West Trench and Sidewalks	May - July 2024
Site Work - Phase 4 Complete Paving and Finish Grading	July 2024

APPENDIX 7 – Agreement-Related Land Use Restrictions

Where **GRANTEE BENEFICIARY** is the fee simple owner of the real property to be acquired, improved, or constructed in whole or in part with the Awarded Funds, if **GRANTEE BENEFICIARY** should sell, transfer, or otherwise dispose of or alter the use of real property acquired, improved, or constructed in whole or in part with **AGENCY** funds between the time the project for which the Awarded Funds are used is completed and the end of the period as specified below, then, in the sole discretion of **County**, the pro-rata share, as represented by the Awarded Funds, shall be returned to **AGENCY** or the **County** as appropriate.

<u>Amount of Awarded Funds</u>	Period
Up to \$25,000	Not Applicable
\$25,001 - \$50,000	5 years
\$50,001 - \$70,000	6 years
\$70,001 - \$90,000	7 years
\$90,001 - \$110,000	8 years
\$110,001 - \$130,000	9 years
\$130,001 - \$150,000	10 years
\$150,001 - \$170,000	11 years
\$170,001 - \$190,000	12 years
\$190,001 - \$210,000	13 years
\$210,001 - \$230,000	14 years
\$230,001 - \$250,000	15 years
\$250,001 - \$270,000	16 years
\$270,001 - \$290,000	17 years
\$290,001 – \$310,000	18 years
\$310,001 - \$330,000	19 years
\$330,001 and over	20 years

GRANTEE BENEFICIARY covenants and agrees that no lease, sublease, sale, or title transfer to any third party shall occur prior to giving **AGENCY** no less than ninety (90) days written notice thereof. If such notice is to be made after the expiration of this Agreement, it must be provided to the **County**.

DS
TB