



Speakeasy Media Foundation

Small Purchases Contract

SMALL CAPITAL PURCHASE GRANT AGREEMENT

BY AND BETWEEN

PINELLAS COMMUNITY FOUNDATION

AND

SPEAKEASY MEDIA FOUNDATION

THIS SMALL CAPITAL PURCHASE 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 **SPEAKEASY MEDIA FOUNDATION**, whose address is 4310 Dr. Martin Luther King Jr. St. North, St. Petersburg, FL 33703 (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 Projects Fund (“Project Fund”). **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 information provided in **GRANTEE BENEFICIARY**’s application and reviewed by **AGENCY**);

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: **SPEAKEASY MEDIA FOUNDATION**

b) Grantee Beneficiary Contact and Notice Information:

Primary Contact Name: **Clayton Sizemore, Executive Director**

Address: **4310 Dr. Martin Luther King Jr. St. North, St. Petersburg, FL 33703**

Phone Number: **1-908-721-2362**

Grantee’s Unique Entity Identifier (UEI) : **REAXRPVHNRW3**

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: **August 12, 2021**

e) Period of Grant Performance, Start Date: **10/24/2022** End Date: **10/30/2023**

g) Amount of Funds Awarded: **\$11,680.00** (hereinafter, “Awarded Funds”).

h) 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

i) Assistance Listing Number and Name

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

Assistance Listing Name: Coronavirus State and Local Fiscal Recovery
Funds

j) Indirect Cost Rate for GRANTEE portion of the Federal Award: **none**

2. Small Capital Purchase:

The **GRANTEE BENEFICIARY's** small capital purchase is approved in full and will be awarded from the **AGENCY** consistent with the **GRANTEE BENEFICIARY's** application for award of funds for the small capital purchase (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 \$11,680.00 for the small capital purchase set forth in their application in Appendix 5 and on the time schedule set forth on the estimated purchase schedule in Appendix 6 which is the Pre-Contract Schedule.
- b) **GRANTEE BENEFICIARY** agrees to deliver these funds pursuant to 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.
 - 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. 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.
 - ix. Compliance with all deliverables/benchmarks in compliance with the deadlines set forth in the application as modified by the Pre-Contract

Schedule (Appendix 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;

3. Term of Agreement.

This Agreement shall commence upon execution and the Agreement shall expire 60 days after the final purchase set forth on 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 Eleven Thousand Six Hundred Eighty Dollars and 00/100 cents (\$11,680.00) as an award of Small Capital Purchase Spending Plan of the County for the purchase 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), as approved by **AGENCY**. Any change in date for deliverables/benchmarks must be approved 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 (contained in 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 with supporting documentation to justify the reimbursement of expenses. If any amount is paid as an advance payment to **GRANTEE BENEFICIARY**, the **GRANTEE**

BENEFICIARY must provide sufficient documentation 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 or any unspent funds shall be refunded in full to 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.

6. Data Sharing.

The **GRANTEE BENEFICIARY** agrees to share data with the **AGENCY** as necessary for expenditure validation, trend review, and performance monitoring.

7. Insurance.

GRANTEE BENEFICIARY will be required to maintain appropriate insurance to cover the Small Capital Purchases 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. § 200.328 (Monitoring and reporting program performance). This may include, but is not

limited to, the following:

- a) The monitoring requirements set forth in Appendix 3 – 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 **GRANT**, 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.

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. Incidents may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the **AGENCY'S** or **GRANTEE BENEFICIARY'S** ability to protect and serve its participants, or other significant effect on the **AGENCY** or **GRANTEE BENEFICIARY**. Incidents shall be reported to the designated **AGENCY** contact below by phone or email only. Incident report information shall not include any identifying information of the participant.

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 program 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 from the purchase date.

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

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 Small Capital Purchase 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.

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 or claims, including reasonable attorney's fees incurred by the **AGENCY**, of any 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 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.

15. Business Practices.

- a) The **GRANTEE BENEFICIARY** must utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents, to account for the use of the funds provided by the **AGENCY**.
- b) 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.
- c) 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.

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. 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 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**:

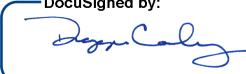
Clayton Sizemore, Executive Director
Speakeasy Media Foundation

4310 Dr. Martin Luther King Jr. St. North
St. Petersburg, FL 33703
1-908-721-2362

SIGNATURE PAGE FOLLOWS

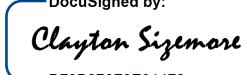
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year written below.

Pinellas Community Foundation

DocuSigned by:
By: 
528C89A7304941D...
Duggan Cooley
CEO

Date: 1/26/2023 | 12:53 PM PST

GRANTEE BENEFICIARY: Speakeasy Media Foundation

DocuSigned by:
By: 
D73B876F8E91472...
Clayton Sizemore, Executive Director
sizemore0@aol.com

Date: 1/24/2023 | 6:40 PM PST

GRANTEE BENEFICIARY: Speakeasy Media Foundation

DocuSigned by:
By: 
C9FBAA88806E4F9...
Amber Sizemore, Board Member
ambsizemore@gmail.com

Date: 2/7/2023 | 11:15 AM EST

Schedule of Appendices

Appendix 1 – ARPA and SLFRF Guidance and Requirements

Appendix 2 – Attestation

Appendix 3 – Minimum Reporting Requirements

Appendix 4 – Minimum Insurance Requirements

Appendix 5 - Application for Funding (including budget plan and time frame for deliverables/benchmarks)

Appendix 6 – Pre-Contract Schedule

APPENDIX 1 – ARPA and SLFRF Guidance and 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>

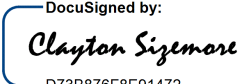
Final Rule - <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

APPENDIX 2 – Attestation

I, Clayton Sizemore, am the Executive Director of Speakeasy Media Foundation and I certify that:

1. I have the authority on behalf of Speakeasy Media Foundation 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. Speakeasy Media Foundation 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. Speakeasy Media Foundation 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: Clayton Sizemore

Signature:  DocuSigned by:
Clayton Sizemore
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Title: Executive Director

Date: 1/24/2023 | 6:40 PM PST

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 purchases in the time frame approved in the Pre Contract Schedule and other details as requested by **AGENCY**;
2. Complete and accurate documentation of expenditures in compliance with approved award.
3. Site visit(s) at the time determined by the **AGENCY**.
4. Final Close Out report provided to **AGENCY** 10 days prior to the expiration date of this Agreement.

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.

GRANTEE BENEFICIARY must obtain and/or maintain general liability insurance through the duration of the performance period and must list Pinellas Community Foundation as additional insured on the GL policy. Pinellas Community Foundation's contact information is:

17755 US HWY 19 N., Ste. 150

Clearwater, FL 33764

727-531-0058

Appendix 5 - Application for Funding (including budget plan and time frame for deliverables/benchmarks)

Equipment and Technology Needs for Mindful Movement Program

ARPA Nonprofit Capital Project Fund - Small Purchases

Speakeasy Media Foundation

Mr. Clayton Sizemore
4310 Dr Martin Luther King St N
Saint Petersburg, FL 33703-4659

sizemore0@aol.com
O: 908-721-2362
M: 908-721-2362

Mr. Clayton Sizemore

4310 Dr Martin Luther King St N
Saint Petersburg, FL 33703-4659

sizemore0@aol.com
O: 908-721-2362
M: 908-721-2362

Application Form

Organization Information

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

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

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

Organization Name*

Speakeasy M.E.D.I.A Foundation

Proposal Name*

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

Equipment and Technology Needs for Mindful Movement Program

EIN*

26-4198896

Incorporation Year*

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

2010

Organizational Mission Statement*

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

To provide access to holistic health information to youth and adults from underserved communities.

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

REAXRPVHNRW3

Annual Operating Budget Size*

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

\$46,500.00

Amount Requested*

The maximum grant amount is \$199,999.

\$11,680.00

Parent Non-Profit/Subsidiaries*

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

Example

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

No

Request Specifics

Organization Programmatic Background*

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

Mindful Movement (MM) has been providing services in Pinellas County since 2016. We offer health and wellness programming for youth and adults from historically excluded populations.

MM takes a holistic approach and works to empower students by providing guidance and education in the practice of mindfulness, a mental state achieved by focusing one's awareness on the present moment, while calmly acknowledging and accepting one's feelings, thoughts, and bodily sensations. MM reaches students by offering our program in 10 Title 1 Pinellas County schools. We work with teachers and administrators to identify the students who have significant challenges in their day-to-day lives such as below-average

academic performance, behavior issues, and/or stress from their personal lives. We also provide our program via collaborative partner organizations who serve our target demographic including Boys & Girls Clubs of the Suncoast and the City of St Petersburg Cohorts of Champions youth program. We serve each of these schools and organizations 1 - 2 times per week.

MM serves adults with one-hour yoga and mindfulness classes 5 days per week at south St. Petersburg recreation centers including Enoch Davis and Willis S. John as well as the Sanderlin Center, Mt. Zion Church, and the Woodson Museum.

MM programming operates within the framework of our core values of diversity, integrity, health, service and sustainability. Students in our classes learn breathing techniques, yoga postures, meditation, and positive affirmations, which allow them to become more mindful and self aware. Over time, these tools help students change negative thinking and behavior, which becomes the foundation for leading healthy and productive lives.

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.

As part of their ongoing work in providing research and data to improve health equity throughout our local communities, the Foundation for a Healthy St. Petersburg has released a study entitled, Initial Health Equity Brief for Pinellas County, Florida. The study found that "while Pinellas County ranks in the top third of counties for quality of life, it falls behind many counties for length of life. People are dying at a higher rate in Pinellas County, both overall and prematurely, than in Orange, Sarasota, and Hillsborough counties or in the state of Florida." Additionally, the most leading causes of death are based in "chronic disease, which often can be prevented or managed through choosing healthy behaviors." With Mindful Movement programs we are teaching people how to make healthy lifestyle choices to help prevent and even reverse chronic illness and the lifestyle that comes with unhealthy habits.

The recent Pinellas County Community Health Assessment also found that 29% of African-American residents (the demographic MM predominantly serves) live below the poverty level, a significant increase as compared to the Pinellas County rate of 14% and the state of Florida rate of 16%. In addition, African-Americans have the lowest median household income when compared to Caucasian, Asian, and "Other" races. MM works to remove financial barriers for this population by offering community classes free of charge/donation based so anyone who wants to learn and do the work can benefit from the program.

Negative Economic Impact on Organization*

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

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

- A reduction in revenue from 2019 to 2020
- Inflationary pressures
- Increases in demand for services that have not been compensated for through new revenue

- The use of reserves for unbudgeted expenses since the onset of the pandemic, and such use of reserves has prevented the purchase of capital assets
- A need for capital assets to offset community need for which your organization does not have the resources to purchase due to the negative economic harm from the pandemic
- A need for additional capital assets to adapt operations to accommodate health and safety guidelines by the CDC
- Growth in restricted pandemic-related revenue that does not permit capital asset acquisition

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

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

Mindful Movement saw a significant reduction in revenue due to the COVID-19 pandemic. Our organization is funded mostly by fees for service, which means fees/donations students pay for community classes and our contract with the Pinellas County School system for delivering services in a number of schools throughout the County.

Over the course of 2020, MM was affected by a lack of service delivery during the second half of the 2019-2020 school year as well as the first half of the 2020-2021 school year. (So essentially the entire 2020 calendar year.) We were unable to teach students in the schools, at the recreation centers, and with our community partners such as the Cohort of Champions and Men in the Making. With no contracts for service delivery in place, we estimate a loss between \$42,000 - \$50,000 during this time period.

Because of this downturn in our revenue, we were unable to purchase new yoga mats for the schools we serve (something we do every year to eliminate the possibility of mold, contamination, germs, etc.). We were also unable to provide our yoga teachers with the portable technology tools they have been requesting to use in school classrooms to efficiently document attendance and student outcomes.

Lastly, as of the current school year, we are serving the highest number of schools to date (11) across Pinellas County. This has increased our need for more equipment which MM does not really have the resources to purchase due to the negative economic harm from the pandemic.

Proposal Description*

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

Please describe your purchase proposal and address the following:

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

With these funds, Mindful Movement will purchase the following:

- Laptops - 5 year lifespan
- Yoga Equipment - mats, blankets, blocks, bolsters, straps, rolling duffle bags, inversion stands, exercise balance balls (The yoga mats and cloth items are replaced every year. The other equipment listed will last 8 or so years with appropriate maintenance.)
- Desktop Computer - 5 year lifespan
- Printer - 5-8 year lifespan

The yoga equipment will allow us to serve more students in the schools across Pinellas County thereby filling that void for our growing capacity. MM has been in the schools for the past 4 years, and every year we add schools to our list of those we serve. We do the hard work over the summer of visiting administrators and demonstrating the value we bring to their students. We also have a very good word-of-mouth reputation in the community.

The request for new and portable technology speaks to our impact in the communities we serve, and how we can grow that impact with sound measurement and evaluation practices. With the ability to make this part of our documentation process easier and more efficient (and get rid of paper documentation that must be carried from school to school), we are securing data that we can use to leverage more funding in the future. Funding begets funding, meaning the more successful outcomes we can show, the more funders are likely to support our organization and the stronger our narrative becomes, which in turn attracts new funders. Each new funder raises the profile of MM in the community, which also contributes to our growth financially and programmatically.

Guiding Principles - Client Impact*

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

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

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

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

The yoga equipment purchased as part of this request will be used for our youth programs at the Title 1 schools served by Mindful Movement. These schools serve the demographic that the ARPA grant program aims to serve, which is demonstrated by the QCT data as well as local neighborhood data previously presented. While the technology upgrades are for MM staff use, we believe that if our instructors have the right tools to better execute their jobs, the students will also benefit. These tools will also be used in the schools we serve and the south St. Petersburg rec centers where we also hold classes.

The collective power of this information will help MM illustrate its impact in the community, helping us serve even more youth and adults who have experienced disproportionate negative impacts from the pandemic. MM will be able to provide first hand data that makes the continued argument for equity in the area of healthcare for underserved populations. The yoga equipment in the schools also provides students with access to the same learning experience as their more middle class (and often Caucasian) peers who often populate more traditional yoga studios and classes.

Number Served*

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

2000

Unduplicated vs. Duplicated*

Is the number indicated above duplicated or unduplicated?

Duplicated: A client is counted each time they access services

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

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

Duplicated

Other (Explanation Required)

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

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

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

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

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

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

Headquarters Location*

Please provide your organization's headquarters address as it appears on your Sunbiz account. To check your Sunbiz registration, you may search here: <https://dos.myflorida.com/sunbiz/search/>
2335 22nd Ave South - St. Petersburg, FL 33712

QCT Determination - Headquarters*

Is this organization headquartered in a QCT?

Yes

Purchase Location*

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

Examples

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

These equipment and technology purchases will be used at the schools we serve throughout Pinellas County. For the current 2022-2023 school year these schools are as follows:

ELEMENTARY: Woodlawn, Fairmont, Sanderlin, Northwest, Melrose, Rawlings

MIDDLE: Johns Hopkins, Azalea, Academy Prep St. Pete, Disston Academy

The yoga equipment stays at each school while the laptops will travel with instructors.

QCT Determination - Purchase*

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

Further determination required

Community Connection

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

Community Representation and Connection*

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

Not only is the CEO of Mindful Movement African-American, all MM instructors identify as part of the BIPOC community. As an organization we firmly believe that representation matters, and we are successful with our work because our students (especially the youth in the schools) see themselves reflected in our instructors. This helps us build an authentic rapport with the community members we are trying to reach.

Mindful Movement also partners with a number of community-based organizations that help us reach historically excluded communities. The Cohort of Champions through the City of St. Petersburg offers support by way of educational, entrepreneurial, workforce and enrichment training opportunities for young African-American males ages 12-24. Since 2016, Mindful Movement has provided weekly mindfulness workshops to this group of young men.

We also work with Men in the Making, a local organization whose mission is to develop relationships that positively impact African-American youth, focusing on building essential skills needed to become productive, contributing residents of Pinellas County. Through holistic role modeling and mentoring, significance is placed on academic excellence, social responsibility, emotional stability, and cultural acuity. This program works in conjunction with the Pinellas Sheriff's Department and the St. Petersburg Police Department.

Leadership Demographics - Board Membership*

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

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

BIPOC

Leadership Demographics - Executive Level Leadership Team*

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

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

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

BIPOC

Leadership Demographics - CEO/Executive Director*

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

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

- Neurodiverse/physically disabled

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

BIPOC

Proposal Costs

Purchase Estimates/Bids*

You must combine all bids/estimates into one file.

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

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

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

Quotes-ALL.v2.pdf

Sole Source*

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

NA

Related Parties*

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

Examples of Related Parties

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

If yes, identify the vendor and describe the relationship.

If no, write "No related parties below."

No related parties

Budget Summary*

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

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

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

ARPA-MM-Budget-Template-Small-Capital-Purchases (2).xlsx

Other Funding Sources*

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

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

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

Currently, we do not have any other funding or in-kind contributions in place for this project.

Changes in Operating Costs*

Please answer this question based on the descriptions below:

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

This project does not affect operating costs. There is no cost really associated with maintaining any of the equipment and / or technology components of our request. It also has no bearing on expenses related to things like rent, staffing, insurance, etc.

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.

MM Budget 2.xlsx

Board of Directors List*

Please upload your Board of Directors list.

Excel, Word, and PDF file formats are accepted.

MM Board.docx.pdf

IRS Form 990*

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

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

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

Only PDF files are permitted.

Form 2021 990Package.pdf

Most Recent Financial Statements*

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

We do not have audited financial statements due to the small size of our organization.

Insurance Requirements

Evidence of Insurance Coverage*

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

Please upload evidence of insurance.

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

Certificate 05-24-2022 Evidence of Coverage.pdf

Insurance Requirement*

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

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

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

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

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

Post-Grant Requirements

Reporting Requirements Acknowledgment*

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

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

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

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

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

Additional Information

Budget Summary

NO LONGER USED, REPLACED IN APP WITH UPLOAD FIELD INCLUDED

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

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

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

Additional Upload

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

Anything else to share?

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

Brief Project Descriptor

Please briefly describe this organization's request.

File Attachment Summary

Applicant File Uploads

- Quotes-ALL.v2.pdf
- ARPA-MM-Budget-Template-Small-Capital-Purchases (2).xlsx
- MM Budget 2.xlsx
- MM Board.docx.pdf
- Form 2021 990Package.pdf
- Certificate 05-24-2022 Evidence of Coverage.pdf

APPENDIX 6 – Pre Contract Schedule – Attached hereto