

AGREEMENT

**SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** is made as of **Tuesday, June 21, 2022** (effective date). By and between Pinellas County, a political subdivision of the State of Florida (“County”), and Pinellas Community Foundation, Clearwater, FL (“Contractor”), (individually, “Party,” collectively, “Parties”).

**WITNESSETH:**

**WHEREAS**, the County proposal pursuant to Non-Competitive Contract No. 22-0557-N (JJ) for ARPA Nonprofit Capital Project Fund services; and

**WHEREAS**, the County had previously issued a Request for Proposals for a contract to administer the ARPA Nonprofit Capital Project Fund and received no proposals; and

**WHEREAS**, considering the lack of qualified applicants to administer the ARPA Nonprofit Capital Project Fund, the County intends to procure a non-competitive contract with the Contractor pursuant to 2 CFR 200.320(C)(5); and

**WHEREAS**, the Contractor’s expertise in designing and administering grants such as the ARPA Nonprofit Capital Project Fund positions the Contractor as an appropriate subrecipient of Pinellas County’s allocation of the American Rescue Plan Act State and Local Fiscal Recovery Funds; and

**WHEREAS**, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, the mutual covenants, agreements, terms, and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

**1. Definitions.**

- A. **“Agreement”** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **“County Confidential Information”** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to data or information designated in writing by the County as County Confidential Information.
- C. **“Contractor Confidential Information”** means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **“Contractor Personnel”** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **“Services”** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Scope of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

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**2. Execution of Agreement**

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation/estimate/scope of work or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

**3. Conditions Precedent**

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 15, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

**4. Services**

- A. Services - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. Services Requiring Prior Approval - Contractor shall not commence work on any Services requiring prior written authorization in the Scope of Work without approval from Office of Management and Budget (OMB) Director/Designee.
- C. Additional Services - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Scope of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. De-scoping of Services - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. Non-Exclusive Services - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. Project Monitoring - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

**5. Term of Agreement**

- A. **Initial Term** - The term of this Agreement shall commence on **the Effective Date** and shall remain in full force **through December 31, 2026**, or until termination of the Agreement, whichever occurs first.
- B. **Term Extension** - The Parties may extend the term of this Agreement for one (1) additional twelve (12) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

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**6. Compensation and Method of Payment**

- A. **Services Fee** - As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.
- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor a total not-to-exceed sum of **\$1,033,000.00**, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C for start-up expenses totaling \$185,000, payable upon submittal of invoices as required herein and then payable as a percentage of payments made to Grantees as set out in Exhibit C.
- C. **Travel Expenses** - The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.
- D. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation, and certain excise taxes.
- E. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to as provided in Exhibit D attached hereto.

**7. Personnel**

- A. **E-Verify** - The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.
- B. **Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
- C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited

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by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

**8. Termination**

**A. Contractor Default Provisions and Remedies of County**

1. Events of Default - Any of the following shall constitute a "Contractor Event of Default" hereunder:
  - i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
  - ii. Contractor breaches Confidential Information Section of this Agreement;
  - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
  - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. Cure Provisions - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. Termination for Cause by the County - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

**B. County Default Provisions and Remedies of Contractor**

1. Events of Default - Any of the following shall constitute a "County Event of Default" hereunder:
  - i. the County fails to make timely undisputed payments as described in this Agreement;
  - ii. the County breaches Confidential Information Section of this Agreement; or
  - iii. the County fails to perform any of the other material provisions of this Agreement.
2. Cure Provisions - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. Termination for Cause by Contractor - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the Contractor.

**C. Termination for Convenience**

1. Notwithstanding any other provision herein, the County or Contractor may terminate this Agreement, without cause, by giving 30 days advance written notice to the other of its election to terminate this Agreement pursuant to this provision. If the Contractor elects to terminate the Agreement in the first six months of the Agreement, the Contractor must provide 60 days' notice and the Contractor agrees to refund to the County any funds paid to the Contractor by the County but not earned by the Contractor.

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**9. Time is of the Essence**

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

**10. Confidential Information and Public Records**

- A. County Confidential Information - Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
- B. Contractor Confidential Information - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.
- C. Public Records - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.
- D. Upon completion of the contract, the Contractor must transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- E. **If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.**

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**11. Audit**

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

**12. Compliance with Laws**

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**13. Digital Accessibility**

Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

**14. Public Entities Crimes**

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

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**15. Liability and Insurance**

- A. Insurance - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto, and incorporated herein by reference.
- B. Indemnification - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, which in any way relate to this Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law, related to this Agreement; 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; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA"), related to this Agreement, except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. Liability - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. Contractor's Taxes - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

**16. County's Funding**

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

**17. Orders**

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

**18. Name Changes**

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

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**19. Acceptance of Services**

For all Services deliverables that require County acceptance as provided in the Scope of Work, the County, through the OMB Director or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

**20. Subcontracting/Assignment**

- A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.
- B. **Assignment** - This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

**21. Survival**

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

**22. Notices**

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified, or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County: Office of Management & Budget  
Attn: OMB Director  
14 South Fort Harrison AVE  
Clearwater, FL 33756  
crose@co.pinellas.fl.us  
with a copy to:  
Attn: Merry Celeste,  
Purchasing and Risk Management Division Director  
Pinellas County Purchasing Department  
400 South Fort Harrison Avenue  
Clearwater, FL 33756  
mceleste@co.pinellas.fl.us



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For Contractor:

Attn: Duggan Cooley, CFRE  
Pinellas Community Foundation  
17755 US Hwy 19 N Suite 150  
Clearwater, FL 33764  
dcooley@pinellascf.org

**23. Conflict of Interest**

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

**24. Right to Ownership**

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

**25. Amendment**

This Agreement may be amended by mutual written agreement of the Parties hereto.

**26. Severability**

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

**27. Applicable Law and Venue**

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

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**28. Waiver**

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

**29. Due Authority**

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

**30. No Third-Party Beneficiary**

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

**31. Force Majeure**

“Force Majeure Event” means any act or event that (i) prevents a Party (the “Nonperforming Party”) from performing its obligations or satisfying a condition to the other Party’s (the “Performing Party”) obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the Performing Party’s performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party’s obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

**32. Order of Precedence**

This Agreement and all Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

- A. Pinellas County Agreement
- B. Exhibit F - Federal ARPA Contract Requirements
- C. Exhibit A - Scope of Work.
- D. Exhibit I – 2 CFR 200.332 Compliance Information
- E. Exhibit C – Payment Schedule
- F. Exhibit B – Insurance Requirements
- G. Exhibit D – Payment/Invoices
- H. Exhibit G – Needs Assessment
- I. Exhibit H – County Strategic Plan

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

**33. Entirety**

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements either oral or written.

(Signature Page Follows)

**AGREEMENT**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

**PINELLAS COUNTY**, a political subdivision of the State of Florida **PINELLAS COUNTY** acting by and through the

**Board of County Commissioners**

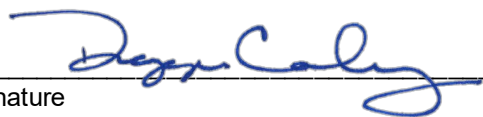
By:   
Signature

Charlie Justice  
Print Name

Chair  
Title

June 21, 2022.  
Date

**Pinellas Community Foundation:**

By:   
Signature

Duggan Cooley  
Print Name

CEO/Secretary  
Title

June 5, 2022  
Date

**APPROVED AS TO FORM**

By: Donald S. Crowell  
Office of the County Attorney

**AGREEMENT****EXHIBIT A - SCOPE OF WORK**

The Pinellas County Government received its allocation of the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Fund (SLFRF) on August 12, 2021. On January 11, 2022, the Board of County Commissioners approved a Spending Plan for the SLFRF Spending Plan. The Spending Plan includes the Pinellas ARPA Nonprofit Capital Projects Fund (Project Fund), comprising about 10% of the overall SLFRF allocation, which is \$19 million.

This Agreement is for services to administer the Project Fund on behalf of the County. The Fund is established to assist local nonprofits to acquire, refurbish or build capital assets intended to increase the nonprofit recipient's capacity to serve its clients within the community. As used in the Agreement, the term Contractor is the Subrecipient and this Agreement is intended to reflect the structure within which the Subrecipient must perform the duties outlined in this Scope of Work. The Subrecipient is responsible for the acceptance and maintenance, disbursement, accounting, and reporting of the Project Fund during the period of the agreement, which will be from the time the agreement is signed until December 31, 2026, with the option for extension. The Subrecipient must ensure the Project Fund is administered in compliance with the ARPA SLFRF Final Rule and other applicable legislation and regulations.

**1. DEFINITIONS:**

**Impacted Nonprofit:** a nonprofit entity that 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).

**Large Capital Project:** The acquisition, refurbishment or construction of a capital asset with a useful life of at least five years that involves the purchase of, or improvements to, real property.

**Small Capital Purchase:** The acquisition and installation, if necessary, of a capital asset with a useful life of at least five years, with a total expense under \$200,000 such as a vehicle, or vehicles, computer hardware, fixtures such as industrial refrigeration units, solar panels.

**Qualifying Grantee:** An Impacted Nonprofit that is fully qualified and registered as a 501(3)(c) nonprofit and up to date on tax payments and filings that is not prohibited from doing business with Pinellas County, has a physical location in Pinellas County and serves Pinellas County residents.

**2. DELIVERABLES:**

- a. The Subrecipient will, within thirty (30) days from the effective date, design and begin administration of the Project Fund on behalf of the County to meet the objectives set out in the ARPA SLFRF Final Rule, to meet the needs of the nonprofit applicants set out in the attached Needs Assessment Report (Exhibit G) commissioned by the County and the County's Strategic Plan (Exhibit H).
- b. Receive and maintain custody of 25% of the Project Fund and request replenishment when balance of funds on hand falls below \$2,000,000.
- c. Allocate \$3,000,000 of the Project Fund for small capital purchases and disburse said funds to qualified applicants ("Grantees") using a rolling process which prioritizes the release of applications using data from Exhibit G. The remainder of the Project Funds will be allocated for large capital projects that are to be disbursed to Grantees on a competitive basis. There will be no appeal process available for an applicant who is denied an award or given a partial award.
- d. Within seven (7) days of the completion of the Project Fund design, Subrecipient must publicly advertise the Project Fund and the competitive solicitation for the Project Fund for large capital projects and will facilitate appropriate public access to award decision meetings.

**AGREEMENT**

- e. Based on ongoing community need and applications for funding, budgeted allocations between small capital purchases and large capital projects may be adjusted by written amendment to this agreement resulting from Subrecipient consultation with County.
- f. In regard to the small capital purchases, Subrecipient will disburse funds to qualifying Grantees using the process developed by Subrecipient for small capital purchases (e.g., vehicles and equipment) less than \$200,000. Prior to Subrecipient issuing notice of award to Grantees, Subrecipient will provide the award recommendations consisting of a summary and funding amounts to the County. Within 48 hours of receipt of the award recommendations, the County will provide verification to Subrecipient that the recommended Grantees are not prohibited from contracting with the County and that Subrecipient may proceed to contracting with recommended Grantees.
- g. In regard to the large capital projects for awards equal to or greater than \$200,000:
  - i. Subrecipient must design and implement an electronic competitive award process to accept and evaluate large capital project proposals from local not-for-profit, 501c3 organizations currently delivering services within Pinellas County and award funding to Grantees to assist the nonprofits in responding to the public health or negative economic impacts of the pandemic due to the COVID-19 pandemic. A letter of intent (LOI) must be received within 30 days of advertisement for submission of LOIs. Subrecipient will promptly, but not later than thirty (30) days after LOI submission, determine which applicants will move forward in the process to submit a full application. The large capital projects submissions must be received from applicants within thirty (30) days of being notified of a successful LOI.
  - ii. Subrecipient will, within thirty (30) days from receipt of submitted applications, evaluate each application to determine eligibility of the project under the guidelines of the ARPA Final Rule and perform a rank and review process to determine how funding should be awarded. The Subrecipient will provide the award recommendations consisting of a summary, funding amounts, and supporting rank and review documentation to the County. Prior to Subrecipient issuing notice of award to Grantees, the County will provide verification to Subrecipient that the recommended Grantees are not prohibited from contracting with the County. Such verification shall be provided by the County to Subrecipient within 48 business hours of having received such recommendations.
  - iii. Subrecipient, in consultation with the County, may determine that multiple rounds of a large capital asset fund process are necessary and will repeat the above process if so determined. Additionally, Subrecipient may divide available funds between multiple rounds if doing so will best address community need.
- h. Subrecipient will include representation as determined by the County Administrator on the evaluation committee performing the rank and review of submitted applications.
- i. Subrecipient will clearly identify the Grantees of awards as a beneficiary of the Project Fund.
- j. Upon receiving verification from the County, the Subrecipient will promptly, but not later than thirty (30) days after evaluation, execute an award agreement with the Grantees and will coordinate necessary funding for projects to commence.
- k. Subrecipient must maintain on their public website, information on the award committee, awarded projects, and progress of the Project Fund.
- l. Subrecipient must ensure award agreements are sufficient to effectively monitor compliance and deliver capital projects under the ARPA and SLFRF requirements. This includes, but is not limited to:
  - i. Subrecipient award agreements must provide for compliance to all rules and guidelines of the ARPA and SLFRF requirements including certifications and/or attestations of compliance where appropriate and must be written to ensure that no subrecipient relationship is created.

**AGREEMENT**

- ii. Grantees must be required to submit documentation to the Subrecipient to support expenditures. Additional reporting and documentation may be requested as needed for ARPA and SLFRF compliance.
- iii. Agreements may allow for pre-payment and/or reimbursement of Subrecipient approved costs associated with the purchase, refurbishment, or construction of capital assets from date of award provided that all construction is completed not later than December 31, 2026. Grantees must demonstrate these capital expenditures and must attest to the accuracy of capital project costs; that the capital project costs are not otherwise reimbursable by a different source; and that they are to address a public health or negative economic impact to the Grantee in compliance with the ARPA and SLFRF requirements.
- iv. Subrecipient must require Grantees to identify and budget for all future perpetual costs associated with proposed project and identify source(s) of future non-County revenues to cover costs for ongoing needs. Grantee budgets submitted which have unidentified source(s) of revenue or include County revenue as part of ongoing future costs are ineligible for funding.
- v. Subrecipient must require Grantees to have the administrative capacity to effectively manage and deliver service, maintain records, and provide reporting and accurate invoice reconciliation. The Subrecipient must verify the administrative capacity of an organization or must facilitate all services necessary for compliance.
- vi. Subrecipient must work with Grantees to establish benchmarks and/or deliverables that demonstrate project completion within the timeframes required by the ARPA and SLFRF guidelines.
- vii. Subrecipient agreements with Grantees must require Grantee reimbursement to County of all unspent or improperly spent funds awarded to Grantees.
- viii. Subrecipient will provide a final Grantee award agreement template to the County for review and approval of language. County's review and approval of such language is not a waiver by the County of any responsibility of the Subrecipient.
- ix. Subrecipient will develop guiding FAQs for Grantees that clearly explains allowable and non-allowable expenditures with examples and advises Grantees to seek guidance when unclear prior to spending funds.
- m. Subrecipient must provide the County with monthly reporting on updates received from the Grantees on progress, expenditures, and detail on awarded projects. Subrecipient will determine reporting schedule for Grantees based upon scope of project.
- n. Subrecipient must maintain detailed accounting and tracking of expenditure levels for regular reporting to the County including amount advanced to each Grantee, including amount invoiced, and balance of advance remaining.
- o. Subrecipient must monitor award compliance and progress in delivering projects by the deadlines and guidance prescribed in the ARPA and SLFRF requirements.
- p. Subrecipient must monitor funding and projects in compliance with federal rules and guidance for ARPA and SLFRF requirements. This includes review of expenditures to ensure compliance with the ARPA and SLFRF requirements and the goals of the project for which award was made.
- q. Subrecipient must provide County with a list of all awarded and non-awarded proposals received and copies of all proposals and agreements resulting from this program.
- r. Subrecipient must participate in update meetings not less than monthly with County representatives to review program progress and operation. Subrecipient and County will work to determine ongoing meeting frequency based upon volume of work and need.
- s. Subrecipient must maintain a public-facing website advertising the Pinellas County ARPA Capital Projects Fund.

**AGREEMENT**

- t. Subrecipient must provide an online application portal for receipt of applications.
- u. Subrecipient must provide full accounting of fund disbursement in accordance with the Uniform Guidance and SLFRF Final Rule, including the US Treasury Inspector General Compliance and Reporting Guidance.
- v. Subrecipient must return unspent funds to the County within thirty (30) days of Program Fund close.
- w. Subrecipient must provide quarterly Project and Financial reports to Pinellas County Office of Management Budget (OMB) for inclusion in County reporting to Treasury.
- x. Subrecipient must provide quarterly performance reports to Pinellas County OMB to track benchmarks and/or deliverables as specified above.
- y. Subrecipient must ensure award agreements are sufficient to effectively monitor compliance and deliver projects under the ARPA and SLFRF. This includes, but is not limited to:
  - i. Conduct monitoring of Grantees to ensure compliance with ARPA SLFRF Final Rule and Uniform Guidance.
  - ii. Maintain proper accounting records and documentation for audit readiness.

## AGREEMENT

**EXHIBIT B - INSURANCE REQUIREMENTS****1. INSURANCE**

The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Contractor shall obtain and maintain, and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A-VIII or better.

**2. INDEMNIFICATION:**

Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, which in any way relate to this Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law, related to this Agreement; 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; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA"), related to this Agreement except when such injury, damage, or violation was caused by the sole negligence of the County.

A. Submittals should include the Contractor's current Certificate(s) of Insurance. If Contractor does not currently meet insurance requirements, Contractor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Contractor for award, the selected Contractor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Quote and/or contract period.

C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Contractor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@jdidata.com](mailto:PinellasSupport@jdidata.com) by the Contractor or their agent prior to the expiration date.

- 1) The Contractor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Contractor of this requirement to provide notice.
- 2) Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.



**AGREEMENT**

D. If subcontracting is allowed under this Quote, the Primary Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Contractor and its subcontractor shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:

- 1) Require each subcontractor to be bound to the Contractor to the same extent the Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor;
- 2) Provide for the assignment of the subcontracts from the Contractor to the County at the election of Owner upon termination of the Contract.
- 3) Provide that County will be an additional indemnified party of the subcontract.
- 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.
- 5) Provide a waiver of subrogation in favor of the County and other Insurance terms and/or conditions as outlined below.
- 6) Assign all warranties directly to the County; and
- 7) Identify the County as an intended third-party beneficiary of the subcontract. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

E. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

**AGREEMENT**

1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

2) **Commercial General Liability Insurance** including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No exclusions for physical abuse or sexual molestation.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

3) **Cyber Risk Liability (Network Security/Privacy Liability) Insurance** including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

4) **Crime/Fidelity/Financial Institution Insurance** coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

5) **Property Insurance** Contractor will be responsible for all damage to its own property, equipment and/or materials.

**AGREEMENT**

**EXHIBIT C - PAYMENT SCHEDULE**

Startup costs will be paid to Contractor when the following deliverables are received by the County at the fixed costs below for a not-to-exceed amount of \$185,000 based on monthly invoiced amounts for deliverables completed.

Thereafter, upon program launch, the Contractor will be compensated as a percentage of payments made to Grantees at a rate of 3% until the total compensation to the Contractor equals \$370,000, which is 6% of payment made to Grantees of \$6,166,666.67.

Thereafter, the compensation to the Contractor will increase to 6% of payments made to Grantees for a total not-to-exceed amount of \$1,033,000.00.

<b>Program Startup and Design</b>	
Project commencement: Program Plan presented to BCC at Work Session	\$25,000.00
Team Onboarding and Startup Complete: report of employees hired, their qualifications and equipment acquired	\$28,000.00
Completed Design of Small Capital Purchases Application	\$10,000.00
Completed Design of Large Capital Projects LOI	\$5,000.00
Completed Design of Large Capital Projects Application	\$10,000.00
Small Capital Purchases Contract Drafting	\$10,000.00
Large Capital Projects Contract Drafting	\$10,000.00
Establishment of fiscal monitoring systems, process, grantee training	\$20,000.00
<b>Committee Work</b>	
Community Evaluation Committee Selection Complete	\$5,000.00
Community Evaluation Committee Onboarding Complete	\$15,000.00
Community Evaluation Committee Training Complete	\$15,000.00
<b>Advertising Program</b>	
Design and buildout of initial website	\$15,000.00
Development and publication of FAQs	\$4,000.00
Public Facing Website Launch and Public Launch of Program/Fund	\$13,000.00
<b>Total Startup Costs</b>	<b>\$185,000.00</b>

**AGREEMENT**

**EXHIBIT D - PAYMENT/INVOICES**

**PAYMENT/INVOICES:**

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**INVOICE INFORMATION:**

**Supplier Information** Company name, mailing address, phone number, contact name and email address as provided on the PO

**Remit To** Billing address to which you are requesting payment be sent

**Invoice Date** Creation date of the invoice

**Invoice Number** Company tracking number

**Shipping Address** Address where goods and/or services were delivered

**Ordering Department** Name of ordering department, including name and phone number of contact person

**PO Number** Standard purchase order number

**Ship Date** Date the goods/services were sent/provided

**Quantity** Quantity of goods or services billed

**Description** Description of services or goods delivered

**Unit Price** Unit price for the quantity of goods/services delivered

**Line Total** Amount due by line item

**Invoice Total** Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at ([www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase)).

**AGREEMENT****EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
  1. Requesting department for this purpose is defined as the County department for whom the work is performed.
  2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

**CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS**  
**BID OR PROPOSAL NUMBER: 22-0557-N (JJ)**  
**BID OR PROPOSAL TITLE: ARPA Nonprofit Capital Project Fund**

This Agreement is either fully or partially funded with federal funds from the Coronavirus State and Local Fiscal Recovery Funds made available under the American Rescue Plan Act (ARPA). In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the Contractor/Subrecipient are subject to the following provisions, as applicable to the services provided.

**Equal Employment Opportunity:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

If this contract meets the definition of a “federally assisted construction contract”, during the performance of this contract, the Contractor agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The CONTRACTOR will send to each labor union or representative of workers with which

he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor.

**Davis-Bacon Act** as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis-Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

**Copeland Anti Kick Back Act:** If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable

to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

**Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government’s Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov> [Appendix II to 2 CFR Part 200].

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** CONTRACTORS that apply or bid for an award **exceeding \$100,000** must submit a completed “Disclosure of Lobbying Activities” [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed nonresponsive for failure to submit this certification.**

**Conflict of Interest** [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

**Mandatory Disclosures** [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 - Remedies for noncompliance, including suspension or debarment.

**Certifications and representations.** [2 CFR § 200.209]



Unless prohibited by the U.S. Constitution, Federal statutes or regulations, CONTRACTOR may be required to submit certifications and representations required by this agreement, Federal statutes, or regulations on an annual basis. Submission may be required more frequently if the CONTRACTOR fails to meet a requirement of these provisions for contracts under federal awards.

**Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]:**

The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per 2 CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

**Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j)**

(1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

**Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]:**

If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Affirmative Action Requirements per 41 CFR 60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction

Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

**Domestic preferences for procurements.** [2 CFR § 200.322]

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Procurement of Recovered Materials** [2 CFR §200.323]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Prohibition on utilization of cost plus a percentage of cost contracts** [2 CFR §200.324 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

**Retention of Records** [2 CFR 200.334]: Financial records, supporting documents, statistical records, and all other records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or invoice. Record retention may be required to be longer if any of the provisions of 2 CFR 200.334(a)-(f) apply.

**Access to Records** [2 CFR 200 § 200.337]: The County, Pass-through agency or Federal awarding agency have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the CONTRACTOR which are pertinent to the Federal award in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents.

This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

**Remedies for noncompliance.** [2 CFR § 200.339]

If CONTRACTOR fails to comply with the U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or COUNTY may impose additional conditions, as described in 2 CFR § 200.208. If the Federal awarding agency or COUNTY determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or COUNTY may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR or more severe enforcement action by the Federal awarding agency or COUNTY.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Agreement.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of the COUNTY, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Take other remedies that may be legally available.

# Pinellas County Nonprofit Capital Project Grant Program Needs Assessment

Hagerty Consulting, Inc.

March 2022

**PREPARED BY:**

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## Project Overview

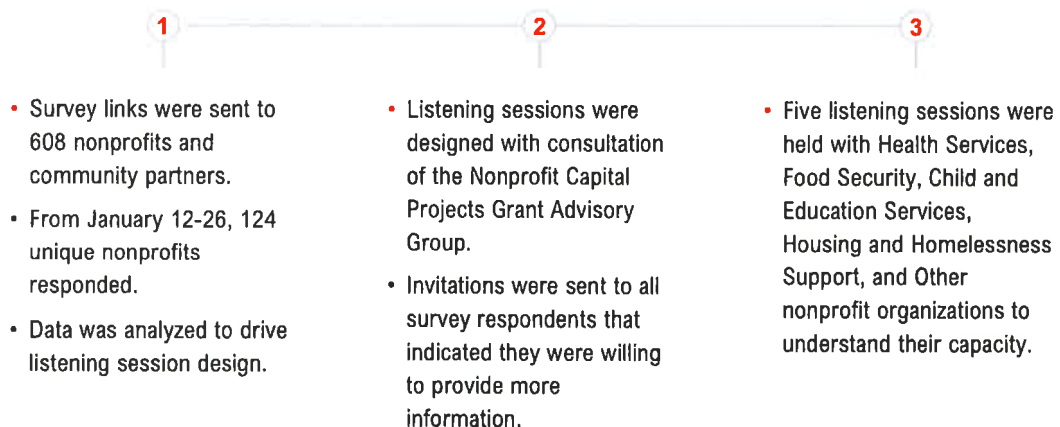
Pinellas County, Florida (“the County”) received approximately \$189 million in American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF). Of the total allocation, the County has appropriated \$19 million to support the capital needs of local nonprofits as they support Pinellas County’s COVID-19 Recovery and continue to provide critical services to the community. The County engaged Hagerty Consulting to conduct a needs assessment consisting of a survey and listening sessions with Pinellas County nonprofits to capture their needs for capital funding as the community recovers from the COVID-19 pandemic. The results from the needs assessment will be used to inform the County on key elements for program design and implementation. Prior to conducting a needs assessment for the Pinellas County Nonprofit Capital Projects Grant program, Hagerty worked with the County to identify the following goals of the needs assessment:

1. Assess how local nonprofit organizations’ missions, strategic visions, long-term needs, and sustainability plans were impacted by the COVID-19 public health emergency.
2. Identify potential capital project needs that, if addressed, would enable nonprofit organizations to continue serving the community amid and beyond the COVID-19 public health emergency.
3. Determine whether nonprofit organizations rebounding from the financial impacts of the COVID-19 crisis may have the capacity to contribute to a match grant.
4. Utilize the results of the needs assessment to design a nonprofit capital projects fund program.

## Project Process

This work has been guided by the Nonprofit Capital Projects Grant Advisory Group, a committee of Pinellas County staff who are providing feedback to the County’s lead program manager to design and implement the Pinellas County Nonprofit Capital Projects Grant program.

A total of 124 nonprofits participated in a survey launched in January of 2022 and 48 nonprofits participated in listening sessions held in February of 2022.



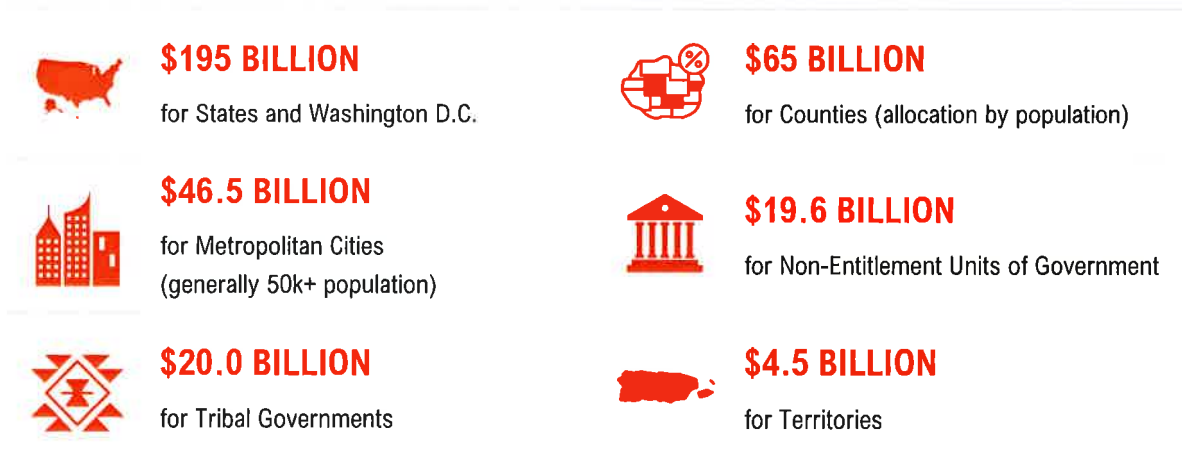
## Key Takeaways

- 1 The impact of the COVID-19 pandemic on Pinellas County nonprofits was severe. About 1/3<sup>rd</sup> of respondents said more services were needed (with countywide feeding nonprofits reporting their services more than doubled since the pandemic), with about a 1/3<sup>rd</sup> also saying they had to cut services. Nonprofits reported reductions in revenue and difficulties maintaining staff and volunteers.
- 2 Nonprofits reported needs for new facilities, facility upgrades, and vehicles. Some reported a need for Information Technology (IT) services and equipment, especially to support continuums of care.
- 3 Approximately 60 percent of nonprofit respondents said they could match up to 0-20% of a grant up to \$100,000. Nearly a quarter reported the ability to match more than 50% of a grant up to \$100,000.
- 4 Nonprofit organizations report they can complete projects with these funds within the timeframe (assuming an application is launched in April 2022 and funds must be spent by 2026). Several nonprofit organizations indicated they have shovel-ready projects.
- 5 Nonprofits had concerns about administration. While many said they had the technical capacity, they wanted to know if program funds could be used for administration. They also indicated a need for guidance and training upfront.

# Funding Overview

## American Rescue Plan Act of 2021

The American Rescue Plan Act of 2021 is an emergency legislative package designed to facilitate nationwide recovery from the devastating economic and health impacts of the COVID-19 public health emergency. The bill allocates \$350 billion to state, local, territorial, and tribal governments (SLTT), including:



## Official Guidelines for Federal Recovery Funds (FRF) Spending

The ["Final Rule"](#) —the official guidance document issued by the United States Treasury in January 2022, to implement the Coronavirus State and Local Fiscal Recovery Fund established under the American Rescue Plan Act—explains that the funds are intended to provide resources to SLTT governments to respond to the COVID-19 public health emergency and its economic impacts and rebuild a stronger, more equitable economy.

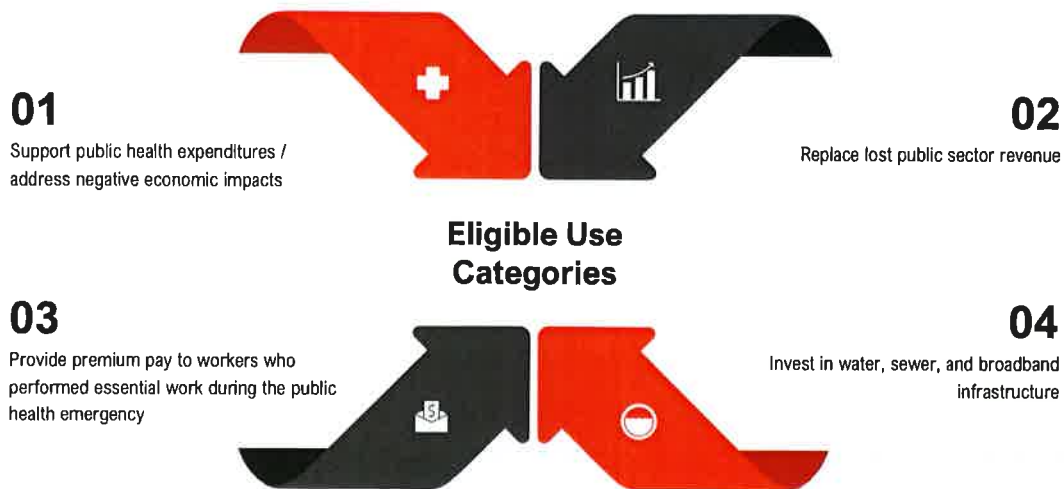
The key objectives of the SLFRF provisions are to:

- » Support the urgent COVID-19 response efforts to continue to decrease the spread of the virus and bring the COVID-19 pandemic under control.
- » Replace lost revenue for eligible recipients to strengthen support for vital services and help retain jobs.
- » Support immediate economic stabilization for households and businesses.
- » Address systemic public health and economic challenges that have contributed to the unequal impact of the COVID-19 pandemic on certain populations.

## Eligible Uses and Period of Performance

The Final Rule establishes a framework for determining the types of programs and services eligible under FRF. FRF must be used in one of the four eligible use categories specified in the Final Rule:





Within the categories of eligible uses, recipients have broad flexibility to decide how best to deploy funding to meet community needs. Use of SLFRF is forward-looking, as the Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021, and must be obligated by December 31, 2024. To provide recipients with a reasonable amount of time to complete projects funded with SLFRF, recipients have until December 31, 2026, to expend all funds.

### Ineligible Uses of Funding

In addition to the statutory conditions on the eligible uses of the SLFRF, the Final Rule clarifies types of uses that do not fall within these four categories. The Final Rule provides that recipients may not use SLFRF:

- » To make a deposit to a pension fund.
- » To reduce net tax revenue.
- » To fund debt service costs, legal settlements, or judgments.
- » To contribute to rainy day funds or similar financial reserves.
- » For a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (e.g., uses of funds that undermine COVID-19 mitigation practices in line with the Centers for Disease Control and Prevention (CDC) guidance and recommendations).
- » To fund other general infrastructure spending outside of water, sewer, and broadband investments or the amount allocated under the revenue lost provision.
- » For the construction of new correctional facilities as a response to an increase in the rate of crime.
- » For the construction of new congregate facilities to decrease the spread of COVID-19 in the facility.
- » For the construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries.

# Phase 1: Nonprofit Survey

## Overview and Background

Pinellas County conducted a survey of local nonprofits in January of 2022. This survey explored several topics to get a baseline of how the COVID-19 pandemic was impacting local nonprofits and identify their recovery needs.

## Survey Design and Distribution

Survey questions were drafted that would help the County understand nonprofit's capital needs, such as facility investments, vehicles, and refrigerators (see questions in [Appendix 1: Survey Questions](#)). To ensure that the survey captured the full breadth of needs, open-ended questions were also asked. The survey questions were reviewed by the Nonprofit Capital Projects Grant Advisory Group. The survey was designed to be taken in 15 minutes or less.

The County sent the survey to 608 nonprofit partner organizations in Pinellas County in January of 2022. The survey was hosted through SurveyMonkey and remained open from January 12 – 26, 2022. During the open period, an email reminder was sent to nonprofits and County staff encouraged nonprofits to provide feedback.

## Respondents

Pinellas County received a total of 124 responses, including one completed in print, which the team entered into the survey data directly. Some organizations answered multiple times and their answers were combined to create one survey per nonprofit respondent. All unique nonprofit responses were analyzed. Of the total respondents:

- » Nearly half have budgets under \$500,000; about a quarter have budgets over \$5 million.
- » About 75% have 0-50 employees.
- » Each of the services below is offered by at least 20 nonprofit respondents
  - » Food Security
  - » Health and Behavioral Health
  - » Education and Child Services
- » 118 respondents indicated they are interested in providing more input.

To assist in discussion and analysis, Hagerty has grouped the respondents as shown below.

Description by Organization Size and Budget	Employee Count	Budget	Count of Nonprofits
Small with Small Budget	0-50	< \$500k	52
Small with Medium Budget	0-50	\$500k - \$1m	19
Small with Large Budget	0-50	\$1m+	30
	50-100	\$5m+	
Medium with Medium Budget	50-100	\$1m - \$5m	3
Medium with Large Budget	100-1,000	\$5m+	17
Large with Small Budget	1,000+	<\$500k	1
Large with Large Budget	1,000+	\$5m+	2

Table 1: Respondent Categories

### Respondents by Annual Budget

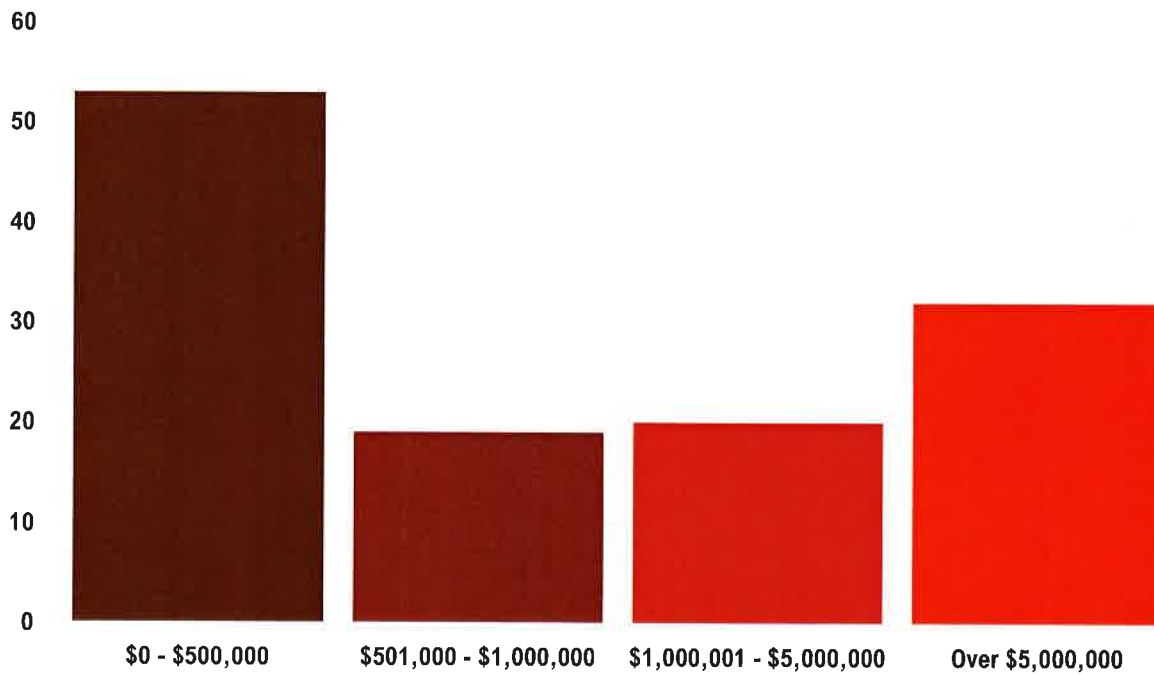


Figure 1: Respondents by Annual Budget

### Respondents by Employee Count

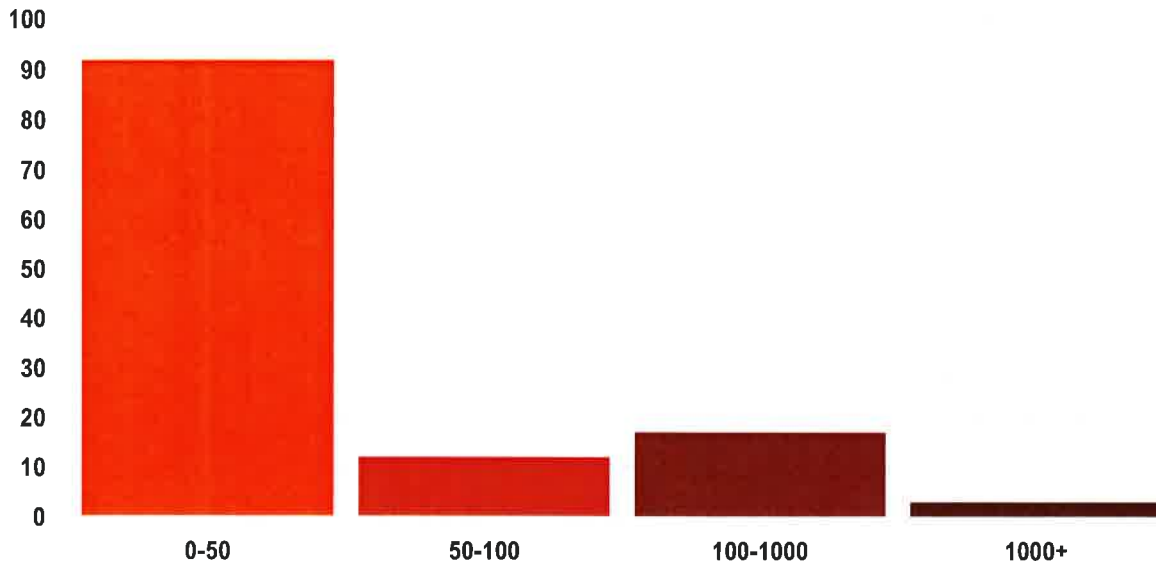


Figure 2: Respondents by Employee Count

### Respondents by Services Offered

Many respondents reported offering more than one service, thus the bars below add up to more than 124 respondents.

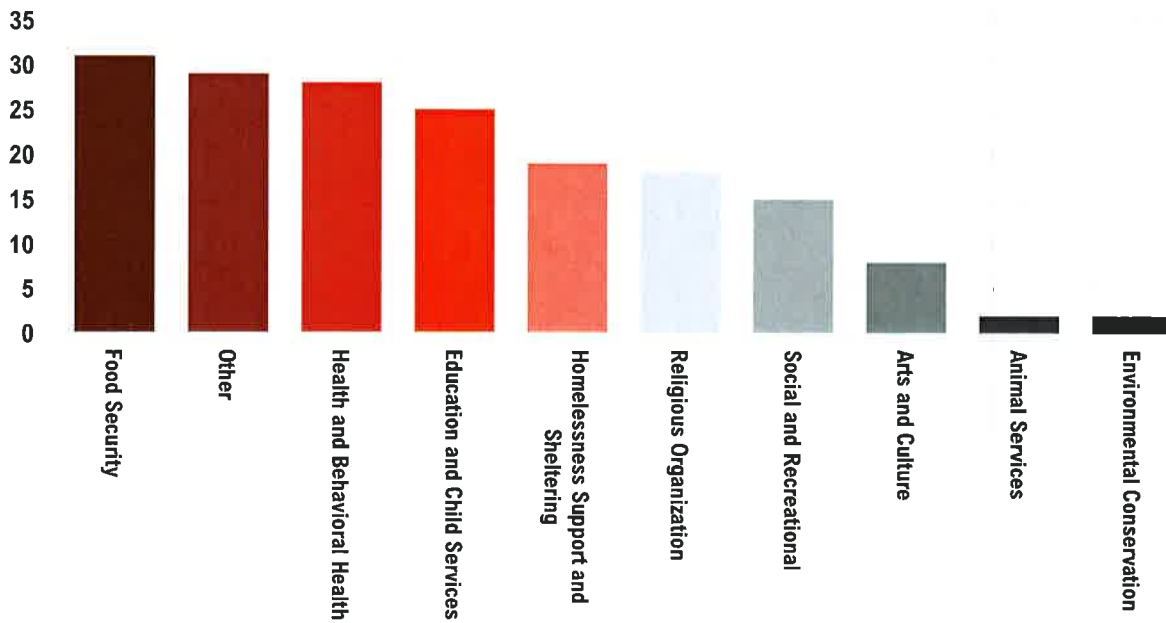


Figure 3: Respondents by Services Offered

## Survey Responses

The survey revealed Pinellas County nonprofits' capital needs range and were significantly impacted by the COVID-19 pandemic. While COVID-19 caused an increase in the need for services, nonprofits had to reduce services due to budget shortfalls. Many had to cope with reductions in staff availability and funding while addressing these challenges. Notably, nonprofit food pantries identified an extreme increase in service needs. Nonprofits across the board stated they need to invest in buildings and facility upgrades. Information collected from the survey can help ground the design of the program and guide the next phase of data collection. Findings are grouped into three sections below – Impacts of COVID-19, Nonprofit Capital Needs, and Program Design.

### Impacts of COVID-19

Nonprofit organizations were asked one open-ended question to determine the impacts of COVID-19 on their organization. Each response and statement were categorized and counted based on how many respondents made that statement. The statements below were all made by 20% or more of respondents. Responses made by 50% or more of respondents in a given size group from Table 1: Respondent Categories are also included. Some respondents provided more than one response.

Budget	There was an increase in need for services in the COVID-19 pandemic.	Services had to be reduced (without necessarily a decrease in demand).	Added services specific to addressing COVID-19.	Added virtual delivery or increased virtual delivery.	Faced a reduction in income and/or resources.	COVID-19 restrictions and/or outbreaks hampered operations.	There were staff and/or volunteer shortages.
Small with Small Budget (52)	13 (25%)	20 (38%)	2 (4%)	4 (8%)	25 (48%)	16 (31%)	10 (19%)
Small with Medium Budget (19)	7 (37%)	6 (32%)	4 (21%)	3 (16%)	8 (42%)	6 (32%)	5 (26%)



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Budget	There was an increase in need for services in the COVID-19 pandemic.	Services had to be reduced (without necessarily a decrease in demand).	Added services specific to addressing COVID-19.	Added virtual delivery or increased virtual delivery.	Faced a reduction in income and/or resources.	COVID-19 restrictions and/or outbreaks hampered operations.	There were staff and/or volunteer shortages.
Small with Large Budget (30)	11 (37%)	7 (23%)	0 (0%)	3 (10%)	11 (37%)	6 (20%)	6 (20%)
Medium with Medium Budget (3)	0 (0%)	2 (67%)	0 (0%)	0 (0%)	1 (33%)	1 (33%)	1 (33%)
Medium with Large Budget (17)	6 (35%)	9 (53%)	3 (18%)	8 (47%)	6 (35%)	8 (47%)	12 (71%)
Large with Small Budget (1)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	1 (100%)
Large with Large Budget (2)	1 (50%)	1 (50%)	1 (50%)	2 (100%)	0 (0%)	1 (50%)	1 (50%)
<b>Total:</b> <b>(100%) (124)</b>	<b>38 (31%)</b>	<b>45 (36%)</b>	<b>10 (8%)</b>	<b>20 (16%)</b>	<b>51 (41%)</b>	<b>38 (31%)</b>	<b>36 (29%)</b>



**Nonprofit Needs**

Respondents were asked to indicate their needs from a list of potential capital items. They also were given the opportunity to indicate needs in open-ended questions.

Type	Buildings	Equipment	Facility upgrades	Land	Refrigerators	Solar Panels	Vehicles	Other Investments Needed
Small with Small Budget (52)	29 (56%)	25 (48%)	22 (42%)	7 (13%)	9 (17%)	6 (12%)	18 (35%)	16 (31%)
Small with Medium Budget (19)	9 (47%)	9 (47%)	13 (68%)	6 (32%)	2 (11%)	4 (21%)	8 (42%)	3 (16%)
Small with Large Budget (30)	16 (53%)	10 (33%)	25 (83%)	6 (20%)	3 (10%)	4 (13%)	14 (47%)	13 (43%)
Medium with Medium Budget (3)	2 (67%)	2 (67%)	2 (67%)	1 (33%)	1 (33%)	0 (0%)	1 (33%)	0 (0%)
Medium with Large Budget (17)	10 (59%)	7 (41%)	14 (82%)	5 (29%)	1 (6%)	(0%)	7 (41%)	5 (29%)
Large with Small Budget (1)	1 (100%)	0 (0%)	1 (100%)	0 (0%)	1 (100%)	0 (0%)	0 (0%)	0 (0%)
Large with Large Budget (2)	(0%)	1 (50%)	2 (100%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	1 (50%)
<b>Total</b>	<b>67</b>	<b>54</b>	<b>79</b>	<b>25</b>	<b>17</b>	<b>14</b>	<b>48</b>	<b>38</b>



The table below shows needs by type of respondent by count and percent within each category.

Category	Buildings	Equipment	Facility upgrades	Land	Refrigerators	Solar Panels	Vehicles	Other
Animal Services (3)	3 (100%)	1 (33%)	1 (33%)	1 (33%)	0 (0%)	0 (0%)	0 (0%)	1 (33%)
Arts and Culture (19)	11 (58%)	7 (37%)	14 (74%)	5 (26%)	1 (5%)	3 (16%)	9 (47%)	5 (26%)
Education and Child Services (39)	20 (51%)	16 (41%)	28 (72%)	8 (21%)	3 (8%)	7 (18%)	14 (36%)	12 (31%)
Environmental Conservation (7)	5 (71%)	3 (43%)	5 (71%)	1 (14%)	1 (14%)	1 (14%)	3 (43%)	5 (71%)
Food Security (50)	28 (56%)	21 (42%)	34 (68%)	11 (22%)	14 (28%)	8 (16%)	22 (44%)	9 (18%)
Health and Behavioral Health (46)	26 (57%)	21 (46%)	31 (67%)	10 (22%)	6 (13%)	2 (4%)	15 (33%)	19 (41%)
Homelessness Support and Sheltering (30)	22 (73%)	10 (33%)	21 (70%)	10 (33%)	7 (23%)	3 (10%)	12 (40%)	11 (37%)
Religious Organization (25)	10 (40%)	10 (40%)	17 (68%)	3 (12%)	5 (20%)	5 (20%)	9 (36%)	5 (20%)
Social and Recreational (31)	17 (55%)	15 (48%)	23 (74%)	7 (23%)	4 (13%)	6 (19%)	13 (42%)	8 (26%)
Other (51)	29 (57%)	22 (43%)	33 (65%)	15 (29%)	7 (14%)	4 (8%)	18 (35%)	25 (49%)



Additionally, these other needs were raised in text responses:

- » Information Technologies
  - » Medical systems
  - » Infrastructure
  - » Help / Consulting
- » Feeding
  - » Food to distribute
  - » Larger buildings for food pantries
  - » Vehicles to distribute food
  - » Freezers / Refrigerators
  - » Forklifts
- » Larger offices
- » Bike trails
- » Scholarships to help people participate in services
- » Property maintenance
- » Major property capital repairs
- » Hurricane preparedness
- » Gas and food gift cards
- » Emergency power generation
- » Funds to expand affordable housing
- » Residential Facilities
  - » Halfway house
  - » Safehouse for victims of trafficking
  - » Crisis unit upgrades
  - » Capital / Facility upgrades at homeless shelters
  - » Transport vehicles
- » Staffing
  - » Salary assistance
  - » Funding to help retain staff
- » COVID-19 Response
  - » Personal Protective Equipment (PPE) and sanitization supplies
  - » COVID-19 tests
  - » Technical assistance with safety protocols
- » Funds to help people with living expenses

- » Consulting on capacity building
- » Marketing assistance

When asked which resources would be most helpful, nonprofits primarily noted facility upgrades, new facilities, equipment and general financial relief as shown below:

Type	Facility Upgrades / Capital Improvements / Repairs	New Facilities	Equipment (non-IT)	General financial relief or support
Small with Small Budget (52)	8 (15%)	4 (8%)	6 (12%)	10 (19%)
Small with Medium Budget (19)	7 (37%)	2 (11%)	5 (26%)	0 (0%)
Small with Large Budget (30)	12 (40%)	2 (7%)	2 (7%)	4 (13%)
Medium with Medium Budget (3)	0 (0%)	1 (33%)	0 (0%)	0 (0%)
Medium with Large Budget (17)	6 (35%)	1 (6%)	0 (0%)	1 (6%)
Large with Small Budget (1)	0 (0%)	0 (0%)	0 (0%)	1 (100%)
Large with Large Budget (2)	1 (50%)	1 (50%)	1 (50%)	0 (0%)

### Nonprofit Ability to Match Grants

Nonprofits were asked how much they could match in grant funds for a grant of up to \$100,000. Note that the question did not cover grants over \$100,000. About 60% of nonprofit respondents said they could match 0-20% of \$100,000 (up to \$20,000) and about 22% said they could match 50-100% (\$50,000 to \$100,000).

Type	00 - 10 %	11 - 20 %	21 - 30 %	31 - 40 %	41 - 50 %	> 50%
Small with Small Budget (52)	28	7	5	1	4	7
Small with Medium Budget (19)	9	1	4		2	3
Small with Large Budget (30)	8	6	2	1	4	9
Medium with Medium Budget (3)	1					2
Medium with Large Budget (17)	2	8	2		1	4
Large with Small Budget (1)						1
Large with Large Budget (2)					1	1
<b>Total</b>	<b>48</b>	<b>22</b>	<b>13</b>	<b>2</b>	<b>12</b>	<b>27</b>

## Program Design

Nonprofits were asked what the County should consider in developing the program. Since there was very little overlap in statements across respondents, the ideas below are not quantified.

### IDEAS FOR PROGRAM FOCUS

- » Assistance with basic needs such as food and housing
- » Growing the public health workforce
- » Growing a health and mental health safety net
- » Reopening in a COVID-19-endemic world
- » Community projects and projects that connect people
- » Preparation for many types of events – not just COVID-19
- » Minority business development
- » Environmental stewardship

### SPENDING PRIORITIES

- » Prioritize nonprofits close to the community
- » Put funds in the local economy
- » Fund unfunded projects
- » Help historically underserved communities

### EVALUATION CRITERIA

- » Impact of nonprofit organizations / proposed projects
- » Longevity / fiscal health / capacity
- » “Ready to roll” projects
- » High impact / transformational projects

## Phase 2: Listening Sessions

### Listening Sessions Summary

From February 23 - 28, 2022, Pinellas County held listening sessions with nonprofits to explore their capacity to utilize and administer capital grants. These sessions provided an opportunity to not only get more information from nonprofits, but also for nonprofits to discuss issues and collaborate with the County. The listening sessions, attended by 48 nonprofits, provided valuable context to the survey results. Several high-level themes that evolved include:



- » Timeline – Almost all nonprofit organizations indicated that they could complete a capital project with the grant application being launched in April of 2022 with a deadline to complete projects by 2026. Many nonprofit organizations reported they have “shovel-ready” projects already planned.
- » Needs – the need for buildings and vehicles for nonprofit food service organizations to accommodate an increase in clients was stressed. Nonprofit health organizations also reported a need for vehicles. Frequent questions came up regarding the ability to spend grant funds on software and if funds could cover IT costs over time (e.g., licenses).
- » Grant Administration – While some nonprofits report having the knowledge to administer a capital grant, many asked for training and technical information. A need for upfront training on grant administration was raised several times. Many also, including those reporting they have the knowledge to administer, asked if it is possible to allow some grant money to fund administration.
- » Matching and Payments – Some nonprofit organizations reported that “fronting money” would be difficult.

## Group Design and Recruitment

The questions for the listening sessions were drafted by the Hagerty project team and reviewed by the Nonprofit Capital Projects Grant Advisory Group. Workshops were capped at 25 participants so that the groups could hear from all stakeholders in the session. While the sessions were capped, each of the five sessions had 25 or less participants sign up for the session. The sign-up had a waiting list in case the County needed to add additional sessions. There were no registrants held on the waiting list.

Participants were recruited from the list of survey respondents saying they needed capital investment and were open to providing more feedback to the County. Recruitment was conducted via email with an approximately one-week window to register for sessions. Email invitations were also sent to the Nonprofit Capital Projects Grant Advisory Group. Participants were asked to register for a workshop session most aligned to their functional area (see below). Workshops were conducted via Zoom.

## Nonprofit Participants

Registration for the workshop sessions was as follows:

Focus Services	Date and Time (Eastern)	Count Registered	Count Attended	Capacity
Health Services	2/23/2022 11:00 AM to 12:00 PM EST	15	10	25
Food Security	2/23/2022 4:00 PM to 5:00 PM EST	23	17	25
Housing Support and Homelessness Services	2/24/2022 11:00 AM to 12:00 PM EST	15	9	25



Focus Services	Date and Time (Eastern)	Count Registered	Count Attended	Capacity
Childcare and Education Services	2/24/2022 4:00 PM to 5:00 PM EST	25	16	25
Other	2/28/2022 11:00 AM to 12:00 PM EST	20	11	25

## Meeting Outputs

The workshop topics are displayed in [Appendix 2: Listening Session Questions](#). Across the five meetings, several consistent themes were identified and categorized, and noted below.

### Needs

- » Nonprofit organizations with a mission to feed people reported an extreme uptick in need for their services and often noted needs for buildings and vehicles. Nonprofit food service organizations reported that new people are in need – people who did not have need before and are starting to feel the impacts of inflation.
- » Nonprofit health organizations reported a strong need for vehicles.
- » Nonprofits are anticipating increases to current project budget projections due to supply chain issues and inflation.
- » Several nonprofit organizations reported a need for ongoing technology-related expenses (e.g., licensing, teleservices for students).
- » Software was often raised as a need.
- » Vehicles were not just needed for delivery, but also for mobile operations, such as legal aid services.

### Readiness to Engage in Projects

- » Almost all nonprofit organizations in the sessions indicated they could use the funds in the indicated timeframe (by a date in 2026).
- » Many nonprofit organizations reported having “shovel-ready” plans they are seeking funding for.

### Ability and Experience Administering Capital Grants

- » Some nonprofit organizations reported a capability to administer the grants, but this was not universal.
- » Several nonprofit organizations asked for a portion of grant funding to include administrative support. This was often accompanied by statements about concerns about bandwidth in administering the grant.
- » Requests were made by several nonprofit organizations to provide materials and education on the management of the grant.

- » Training for their administrative teams and direct service personnel was noted as helpful on prior Pinellas County grants.
- » It was stressed that some nonprofit organizations may not be familiar with these programs and upfront education and guidelines are critical.
- » One organization recommended using the Neighborly software because it brings together many of the administrative elements of application and management.

## Other Comments

Nonprofit organizations provided both comments and questions throughout the listening sessions. A list of questions asked by nonprofit organizations can be found in the [Appendix 3: Listening Session Questions from Nonprofit Participants](#) and their feedback is summarized below:

- » Nonprofit organizations requested a simplified application process.
- » Several nonprofit organizations said they would like to include phased projects in the application process.
- » It was suggested that a match could be waived for smaller organizations.
- » Nonprofit organizations indicated that they'd like to submit an application that includes several requests such as facility upgrades and vehicles.
- » Some nonprofit organizations reported concerns about the program being established on a reimbursement basis. One idea raised was to have another organization apply for the funding, provide up-front money to smaller organizations and those nonprofits could pay them back (e.g., under Pinellas Cares Grant the Foundation for Healthy Saint Petersburg arranged for the Tampa Bay Business Investment Corporation to put in the upfront money).

# Recommendations for Program Design and Implementation

## Strategic Recommendations

The following recommendations are based on results from the Pinellas County Capital Projects Grant Program needs assessment which includes strategies for program design and implementation.

### Program Design

#### **STRATEGIC RECOMMENDATION 1: ESTABLISH SIMPLIFIED APPLICATION PROCESS**

To ease the application and administration processes, establish funding tiers to evaluate the level of information required for the application process and ongoing monitoring. This will allow organizations who are requesting purchases under a set threshold to easily apply and receive funding. Additionally, it will allow Pinellas County to focus oversight efforts on larger projects that have more complex design elements that could result in a higher risk. Pinellas County can also leverage flexibility provided under the Final Rule to simplify application requirements for nonprofit organizations that are classified as impacted and disproportionately impacted<sup>1</sup> by the COVID-19 pandemic.

#### **STRATEGIC RECOMMENDATION 2: ALLOW NONPROFITS TO INCLUDE ADMINISTRATIVE COSTS TO MANAGE AWARD**

Given how many potential applicants have raised the concern of administrative capacity, allow nonprofits to include costs associated with administering the grant. According to the Treasury's Compliance and Reporting Guidance, recipients may utilize up to ten percent of their award for administrative support<sup>2</sup>.

#### **STRATEGIC RECOMMENDATION 3: FORM AN EVALUATION PANEL AND SCORING RUBRIC**

Developing a scoring rubric that can be used by an application evaluation steering committee will allow for consistent review and approval of applications. Scoring criteria should include priorities established within the Final Rule.

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<sup>1</sup> U.S. Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds Final Rule, available at: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-Statement.pdf>

<sup>2</sup> U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, found at page 9, available at: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>



**STRATEGIC RECOMMENDATION 4: ESTABLISH A TIMELINE THAT ALLOWS THE COUNTY TO REPROGRAM FUNDS**

The SLFRF period of performance requires Pinellas County to obligate funds by December 31, 2024, and spend funds of December 31, 2026. By establishing a reporting timeline or closeout date earlier than December 31, 2024, it will allow Pinellas County to reprogram any unused or returned funds.

**STRATEGIC RECOMMENDATION 5: LEVERAGE OTHER PINELLAS COUNTY GRANT APPLICATIONS**

If other recent programs had similar evaluation criteria for baseline items (such as nonprofit mission, financial capacity, etc.), allow applicants for this program to refer to applications submitted for other Pinellas County grant applications, such as the Community Development Block Grant program.

## Program Implementation

**STRATEGIC RECOMMENDATION 6: ESTABLISH WORKSHOPS AND RESOURCES TO TRAIN AND SUPPORT NONPROFITS**

Several nonprofits indicated that trainings to discuss the application process, ongoing grant management best practices, and reporting requirements would be helpful over the grant lifespan. This could include developing resources to promote the grant, trainings before the grant goes live, ongoing trainings and support, and resources, such as a Frequently Asked Questions (FAQ) document that provides critical information for the success of the program.

## Conclusion

The survey respondents and listening session participants for the Pinellas nonprofit community listening program were deeply impacted by the COVID-19 pandemic – they faced increased needs for services while at the same time navigating pandemic-related rules, staff shortages, and funding shortages in an uncertain world. Many have an established set of needs and/or “shovel-ready” projects that will help them recover in a manner that supports a more resilient Pinellas County. Nonprofits, while having plans to use capital grant funds, have concerns about their ability to match funds, put up money upfront for projects, and how to administer funds. By establishing an inclusive and simplified approach to implementing the Pinellas County Capital Projects Grant program, the County will be able to quickly deploy much needed economic relief into the nonprofit community while making a lasting impact that builds community resiliency.



# Appendix 1: Survey Questions

## DEMOGRAPHICS AND CONTACT INFORMATION

- » Email Address
- » First Name
- » Last Name
- » Name of Nonprofit Organization
- » Primary Point of Contact (POC) Name & Title
- » POC Email Address
- » POC Phone Number

## ORGANIZATION INFORMATION

- » Please include your nonprofit's mission statement below
- » How many employees work at your organization?
  - » 0-50
  - » 50-100
  - » 100-1000
  - » 1000+
- » What types of services does your nonprofit primarily provide? Please select one or more that apply.
  - » Health and Behavioral Health
  - » Homelessness Support and Sheltering
  - » Food Security
  - » Arts and Culture
  - » Social and Recreational
  - » Animal Services
  - » Religious Organization
  - » Education and Child Services
  - » Environmental Conservation
  - » Other (please specify)
- » What is your organization's total annual budget?
  - » \$0 - \$500,000
  - » \$501,000 - \$1,000,000
  - » \$1,000,001 - \$5,000,000
  - » Over \$5,000,000

### CAPITAL INVESTMENT NEEDS

- » Does your organization need investment(s) in capital assets? (select one)
  - » Yes
  - » No
  - » Not Sure
- » What are your organization's greatest needs in terms of capital assets? If you'd like, please provide more detail in the other box. (select all that apply)
  - » Vehicles
  - » Equipment
  - » Land
  - » Buildings
  - » Facility upgrades
  - » Refrigerators
  - » Solar Panels
  - » Other (please specify)

### MATCH CAPABILITY

- » Pinellas County plans to require a match from organizations who apply for the ARPA Capital Projects Grant Program. If Pinellas County awarded grants up to \$100,000, at what percentage do you estimate that your organization has the capacity to match the grant award?
  - » 00 - 10 %
  - » 11 - 20 %
  - » 21 - 30 %
  - » 31 - 40 %
  - » 41 - 50 %
  - » Greater than 50%

### IMPACTS OF COVID-19 ON ORGANIZATION

- » Please describe how your organization was impacted by the COVID-19 public health emergency.

### GENERAL QUESTIONS

- » What resources would be most helpful to your organization given the COVID-19 public health emergency?
- » What additional aspects should Pinellas County consider when developing the COVID-19 capital projects grant program?



- » If Pinellas County seeks to gather additional input, would you be interested in joining a virtual meeting to answer additional questions?
  - » Yes
  - » No
- » Is there anything else you want us to know?

## Appendix 2: Listening Session Questions

### TOPIC 1: TIMELINE

- » If awarded a capital grant, what can your organization realistically accomplish within the timeline above (grant application in April 2022 and spending must be complete by sometime in 2026)?

### TOPIC 2: ADMINISTRATIVE CAPACITY

- » Does your organization have the experience and capacity to administer a capital grant?
  - » What does your organization need to effectively administer a capital grant?

## Appendix 3: Listening Session Questions from Nonprofit Participants

### PROGRAM

- » What is the level of grants (in terms of dollar amount)?
- » Is it possible to submit to multiple projects?
- » What will the grant amounts be?
- » Will the Federal government own buildings built under the grant, or would this be a flat-out transfer?
- » Will purchased items revert to County ownership after their useful life?
- » Will there be requirements to comply with Davis-Bacon?
- » Are awards “all or nothing” or will there be partial awards?
- » Will a match be required?
- » Will proposals be accepted for phased programs?

### ELIGIBILITY

- » How will the program work if the county, city, or another entity owns the building?
- » Does receiving ARPA funding through another source preclude an organization from applying for county funding?

### WILL ... (SEE BULLETS BELOW) BE AN ALLOWABLE COST?

- » Information technology equipment
- » Software
- » A project management company to help with the grant administration
- » Staff time to administer the grant
- » Construction of affordable housing

### APPLICATION

- » Will there be a bidder’s workshop?
- » Is the application complicated? Is the application lengthy?
- » Will there be a grant evaluation rubric?
- » Who will be on the scoring committee?
- » If multiple projects are allowed per organization, will multiple applications be required?
- » How long will applications stay open?



**ADMINISTRATION**

- » How long will monitoring of the grant go on?

**MISCELLANEOUS**

- » Is this grant process aligned to the CDBG one?
- » Given shortages and delays, what happens if grant projects cannot be completed in time?
- » When will funds be disbursed?



## PINELLAS COUNTY'S Strategic Plan

*Our Vision: To Be the Standard for Public Service in America.*

**Our Mission:** Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority, and responsible management of public resources to meet the needs and concerns of our citizens today and tomorrow.



### Deliver First-Class Services to the Public and Our Customers

- 5.1 Maximize partner relationships and public outreach
- 5.2 Be responsible stewards of the public's resources
- 5.3 Ensure effective and efficient delivery of county services and support
- 5.4 Strive to serve the needs of all Pinellas County residents and customers



### Ensure Public Health, Safety, and Welfare

- 2.1 Provide planning, coordination, prevention, and protective services to create and enhance a safe, secure, and healthy community
- 2.2 Be a facilitator, convener, and purchaser of services for those in need
- 2.3 Provide comprehensive services to connect our veterans and dependents to the benefits they have earned
- 2.4 Support programs that seek to prevent and remedy the causes of homelessness and move homeless individuals and families to permanent housing
- 2.5 Enhance pedestrian and bicycle safety



### Practice Superior Environmental Stewardship

- 3.1 Implement green technologies and practices where practical
- 3.2 Preserve and manage environmental lands, beaches, parks, and historical assets
- 3.3 Protect and improve the quality of our water, air, and other natural resources
- 3.4 Reduce/reuse/recycle resources, including energy, water, and solid waste
- 3.5 Foster a sustainable and resilient community that is prepared for sea level rise and a changing climate



### Foster Continual Economic Growth and Vitality

- 4.1 Proactively attract and retain businesses with targeted jobs to the county and the region
- 4.2 Invest in communities that need the most
- 4.3 Catalyze redevelopment through planning and regulatory programs
- 4.4 Invest in infrastructure to meet current and future needs
- 4.5 Provide safe and effective transportation systems to support the efficient flow of motorists, commerce, and regional connectivity
- 4.6 Support a vibrant community with recreation, arts, and culture to attract residents and visitors



### Create a Quality Workforce in a Positive, Supportive Organization

- 1.1 Recruit, select, and retain the most diverse and talented workforce
- 1.2 Leverage, promote, and expand opportunities for workforce growth and development
- 1.3 Make workforce safety and wellness a priority
- 1.4 Maintain a fair and competitive compensation package

## 1. Federal Award Identification:

- i. Subrecipient Name: Pinellas Community Foundation
- ii. Subrecipient DUNS: 02-593-5920
- iii. Federal Award Identification Number: SLFRP4653
- iv. Federal Award Date: 8/11/2021
- v. Subaward Period of Performance Start and End Date: June 21, 2022 to December 31, 2026
- vi. Subaward Budget Period Start and End Date: June 21, 2022 to December 31, 2026
- vii. Amount of Federal Funds Obligated by this Action by the Pass-through Entity to the Subrecipient: \$19,000,000.00
- viii. Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation: \$19,000,000.00
- ix. Total Amount of the Federal Award: \$189,381,543.00
- x. Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act: Coronavirus State and Local Fiscal Recovery Funds
- xi. Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for Awarding Official of Pass-Through Entity:

Federal Awarding Agency: United States Department of Treasury

Pass-Through Entity: Pinellas County Government

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

Chris Rose, Office of Management and Budget  
400 South Fort Harrison Avenue, Clearwater, Florida, 33756

- xii. Assistance Listing Number and Name; The Pass-Through Entity Must Identify the Dollar Amount Made Available Under Each Federal Award and the Assistance Listings Number at the time of disbursement:

Dollar Amount Made Available Under this Federal Award: \$94,690,771.50

Assistance Listing Number at time of disbursement: 21.027

Assistance Listing Name: Coronavirus State and Local Fiscal Recovery Funds

- xiii. Identification Whether the Award is Made for R&D: The Award is not made for R&D
- xiv. Indirect Cost Rate for Federal Award: 10% de minimis