

DRAFT

COMMUNITY BENEFITS AGREEMENT

National Guard Armory Redevelopment

706 N. Missouri Avenue, Clearwater, Florida

North Greenwood Community Redevelopment Area

Prepared by the North Greenwood Citizens Advisory Committee | 2026

Version 3.0 | Including Property Rights, Reversionary Interest, and Anti-Bait-and-Switch Protections

Preamble

This Community Benefits Agreement ("Agreement") is entered into in connection with the proposed acquisition and redevelopment of the former National Guard Armory located at 706 N. Missouri Avenue, Clearwater, Florida (the "Property") by Yo Mama's Foods ("Developer"), a Clearwater-based food manufacturing and distribution company.

The Property is situated within the North Greenwood Community Redevelopment Area ("CRA"), established in 2023 to address the documented history of underinvestment in the North Greenwood community. The North Greenwood Citizens Advisory Committee ("CAC") was created to ensure that redevelopment decisions reflect the priorities, values, and participation of the people who live and work in this community.

This Agreement establishes binding, measurable, and enforceable commitments between the Developer and the community it will serve as a neighbor, employer, and partner. Promises without accountability are insufficient. This Agreement is built on the principle that economic development in North Greenwood must produce real, lasting benefit for the residents of North Greenwood.

This Agreement incorporates lessons drawn from documented cases of corporate non-compliance with community benefit commitments nationwide, and is specifically designed to close the procedural gaps that have allowed developers in other jurisdictions to evade their obligations through temporary closures, workforce transfers, delayed reopening timelines, and corporate restructuring that separates property ownership from operational accountability.

Section 1: Definitions

Agreement	This Community Benefits Agreement and all exhibits attached hereto.
CAC	The North Greenwood Citizens Advisory Committee, as duly constituted under the North Greenwood CRA.

CRA	The North Greenwood Community Redevelopment Area, as established by the City of Clearwater in 2023.
CRA Boundary	The geographic boundaries of the North Greenwood CRA as officially recorded with the City of Clearwater.
Developer	Yo Mama's Foods, the specific legal entity executing this Agreement, its successors only as permitted under Section 13, and no other entity.
Permitted Operator	Yo Mama's Foods exclusively. No other entity, affiliate, subsidiary, parent company, related party, or third party of any kind is a Permitted Operator unless expressly approved through the process described in Section 13.
Property	The real property located at 706 N. Missouri Avenue, Clearwater, Florida, including all structures, improvements, and appurtenances thereon.
Reversionary Interest	The CRA's retained right to reclaim title to the Property upon the occurrence of a Reversion Trigger, as described in Section 13.
Reversion Trigger	Any event defined in Section 13.3 that activates the CRA's right to reclaim title to the Property.
Prohibited Transfer	Any sale, conveyance, assignment, gift, bequest, transfer by operation of law, foreclosure, or any other disposition of the Property or any interest therein to any party other than the CRA, as described in Section 13.5.
Corporate Restructuring	Any change in the Developer's organizational structure including but not limited to the creation of a separate holding entity, a sale-leaseback arrangement, a transfer of operational control to a subsidiary or affiliate, a merger, an acquisition, a change of ownership exceeding fifty percent (50%), or any other reorganization that alters who controls or benefits from operations at the Property.
Priority Zone	The hyper-local hiring zone defined in Section 3.2 and Exhibit A.
Qualifying Resident	An individual residing within the CRA Boundary, or the Priority Zone where specified, at the time of hire and for the duration of employment.
Qualifying Position	A permanent, full-time position physically located at and performed from the Property, as defined in Section 3.3.
Training Program	The community-based workforce development program described in Section 5.
Community Fund Payment	A financial contribution made by the Developer to the CRA upon failure to meet hiring benchmarks, as described in Section 6.
Operational Suspension	Any planned or unplanned closure, pause, or reduction of operations at the Property that results in a reduction of Qualifying Employees below the required threshold, regardless of stated reason.
Public Benefit	Any financial advantage received by the Developer as part of this transaction, including but not limited to a below-market purchase price, tax increment financing, permit fee waivers, or CRA-related incentives.

Clawback	The recovery by the CRA or City of Clearwater of Public Benefits previously conveyed to the Developer, triggered by sustained non-compliance as defined in Section 7.
Annual Review	The yearly assessment process described in Section 9.

Section 2: Purpose and Guiding Principles

This Agreement is grounded in the following principles:

- Economic development in historically underserved communities must be measured not only by what is built, but by who benefits from what is built.
- Job creation commitments are only meaningful when accompanied by enforceable benchmarks, community-centered preparation, and financial accountability.
- The residents of North Greenwood have the right to participate in shaping the conditions under which their neighborhood is developed.
- Workforce development must produce transferable credentials, not just temporary employment, so that community members build long-term economic mobility.
- Operational decisions that remove jobs from the community are subject to this Agreement regardless of whether the Developer characterizes them as temporary, transitional, or strategic.
- Corporate restructuring, asset protection strategies, and changes in entity structure do not diminish, transfer, or extinguish the Developer's obligations under this Agreement.
- The community's interest in this Property is permanent. The only lawful exit available to the Developer is to return the Property to the CRA.
- Public benefits conveyed to a developer create a public obligation. When that obligation is not met, those benefits are subject to recovery.
- Transparency and regular reporting are non-negotiable requirements for any entity operating within the CRA.

Section 3: Hyper-Local Hiring Requirements

3.1 Minimum Hiring Threshold

The Developer shall employ a minimum of ten (10) Qualifying Residents in Qualifying Positions at the Property at all times beginning no later than twelve (12) months after the date the Property opens for operations. This minimum threshold shall be treated as a floor, not a ceiling.

3.2 Priority Zone Definition

To ensure that hiring benefits reach the residents most directly impacted by this redevelopment, the Developer agrees to make its best documented effort to fill a minimum of five (5) of the ten (10) required Qualifying Positions with residents living within the Priority Zone, defined as:

Boundary Direction	Street / Descriptor
Northern Boundary	[INSERT STREET NAME]
Southern Boundary	[INSERT STREET NAME]
Eastern Boundary	[INSERT STREET NAME]
Western Boundary	[INSERT STREET NAME]

The specific street boundaries of the Priority Zone shall be finalized by the CAC in consultation with CRA staff and attached as Exhibit A prior to execution.

3.3 Qualifying Position Standards

A position qualifies under this Agreement only if it meets all of the following criteria:

- Full-time employment of no fewer than thirty-five (35) hours per week
- Minimum starting wage of [INSERT WAGE] per hour, with annual cost-of-living adjustments
- Eligibility for employer-sponsored health benefits no later than ninety (90) days from the date of hire
- A defined job classification within operations, logistics, warehouse management, distribution, or a related function directly tied to the Developer's use of the Property
- Physically located at and performed from the Property address. Employment transferred to any other facility does not satisfy this requirement under any circumstances.
- Written job description provided to the CAC prior to any posting

3.4 No Transfer Substitution

CRITICAL PROTECTION

Offering existing Qualifying Employees transfers to other facilities does not satisfy the Developer's hiring obligations under this Agreement. Qualifying Positions must remain at the Property address. Transfer offers to other locations are not a substitute for on-site local employment.

Transferred positions shall not be counted toward the hiring threshold under any circumstances. The Developer's obligation to maintain ten (10) Qualifying Residents employed at the Property remains in full effect regardless of any transfer offers made to existing employees.

3.5 Hiring Process Requirements

The Developer shall take the following documented steps to prioritize Qualifying Residents:

1. Post all open Qualifying Positions with the CRA and CAC a minimum of thirty (30) days before posting on any external job board or platform.
2. Partner with community organizations, faith institutions, schools, and the Training Program to distribute job announcements within the Priority Zone.

3. Conduct at least one community hiring event per year within the CRA Boundary when positions are available.
4. Document all outreach efforts and provide the CAC with a written hiring report for each open Qualifying Position.

Section 4: Operational Continuity Requirements

This section prevents the use of temporary closures, renovations, or operational restructuring as mechanisms to suspend compliance with the obligations established in this Agreement.

WHY THIS SECTION EXISTS

Documented cases in other jurisdictions have shown that developers may characterize sustained closures as temporary renovations while communities wait years for promised jobs to return.

This Agreement closes that gap with pre-notification requirements, defined suspension limits, and automatic penalty triggers regardless of the Developer's stated reason for closure.

4.1 Pre-Notification Requirement

The Developer shall provide the CAC with written notice a minimum of ninety (90) days in advance of any planned Operational Suspension that would reduce Qualifying Employees below the required threshold. This notice shall include the specific reason, anticipated duration, number of employees impacted, and a written plan for maintaining community obligations during and after the suspension.

Failure to provide the required notice shall result in an immediate Community Fund Payment obligation calculated at double the standard rate for the full duration of the Operational Suspension.

4.2 Maximum Suspension Window

No Operational Suspension shall cause the Developer to fall below the required hiring threshold for more than one hundred twenty (120) cumulative days in any calendar year. Beyond that limit, Tier 3 penalties apply automatically, the CAC is entitled to a formal compliance hearing before the CRA Board within thirty (30) days, and the Developer's eligibility for any new CRA incentives is suspended.

4.3 Renovation and Improvement Exception

A Developer may apply to the CAC for a temporary compliance modification for physical renovations that make the Property temporarily uninhabitable. To qualify, the Developer must provide contractor documentation, demonstrate expanded operational capacity will result, commit to restoring Qualifying Employment within sixty (60) days of reopening, and maintain the Training Program throughout. Base Tier 1 payments remain due during any approved renovation period.

4.4 Unplanned Closures

For unplanned Operational Suspensions, the Developer shall notify the CAC within five (5) business days. Community Fund Payments begin accruing automatically on day thirty-one (31) of the closure at the Tier 1 rate.

Section 5: Community Workforce Training Program

5.1 Program Establishment

Within one hundred eighty (180) days of execution, the Developer shall fund and co-create a community-based workforce training program in collaboration with the CAC, the CRA, and at least one accredited educational partner. The Training Program shall remain in active operation throughout the term of this Agreement, including during any Operational Suspension.

5.2 Physical Location

The Training Program shall be housed within the North Greenwood CRA Boundary, accessible by public transportation, and may not be satisfied through an online-only program or a facility outside the CRA Boundary.

5.3 Curriculum Requirements

Curriculum shall align directly with skills required for Qualifying Positions, including warehouse operations and safety, inventory management, supply chain fundamentals, logistics and distribution, quality control and food safety standards, basic computer systems, and professional workplace readiness.

5.4 Transferable and Stackable Credentials

The certificate awarded upon completion shall be eligible for credit transfer toward an associate or bachelor degree program at a partnering accredited institution, aligned with industry credentialing bodies where applicable, and awarded regardless of whether the graduate is immediately hired by the Developer.

5.5 Developer Investment

The Developer shall fund the Training Program at a minimum annual level of [INSERT DOLLAR AMOUNT]. This obligation is not reduced or suspended during any Operational Suspension or Corporate Restructuring.

5.6 Program Oversight

The CAC shall serve as a permanent oversight body for the Training Program with authority to review enrollment, completion, and hiring conversion rates quarterly, request curriculum modifications, recommend credentialing partners, and receive annual financial disclosures.

Section 6: Accountability and Enforcement

6.1 Escalating Penalty Schedule

Tier	Condition	Duration	Monthly Community Fund Payment
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Tier 1	Below threshold	Months 1-3	[INSERT AMOUNT] per unfilled position
Tier 2	Below threshold	Months 4-6	Double Tier 1 per unfilled position
Tier 3	Below threshold or beyond 120 suspension days	Month 7 and beyond	Triple Tier 1 + formal CAC referral to CRA Board
Ramp Period	Min. 5 of 10 positions required	Months 1-12 after opening	[INSERT AMOUNT] per unfilled position below 5

Community Fund Payments are remitted to the CRA within thirty (30) days of the close of each calendar quarter and are restricted for use within the North Greenwood CRA Boundary. Payments activate automatically. No additional action by the CAC is required to trigger payment.

6.2 Good Faith Waiver

The CAC may waive Community Fund Payments for up to two (2) consecutive quarters if the Developer demonstrates through documented evidence that all required outreach was conducted and no qualified candidates were available. This waiver does not apply if the Training Program is not operational or during any Operational Suspension.

Section 7: Public Benefit Clawback

CLAWBACK PROVISION

This section establishes the community's right to recover public benefits conveyed to the Developer when sustained non-compliance demonstrates that the Developer has not honored the commitments upon which those benefits were conditioned. This is the most significant financial enforcement tool in this Agreement and is designed to create a strong incentive for compliance.

7.1 Public Benefits Subject to Clawback

All Public Benefits received by the Developer are subject to clawback, including any discount from fair market value in the purchase price, tax increment financing or abatements, permit fee waivers, CRA-funded improvements, and any other direct or indirect financial benefit received as a result of the public nature of this transaction.

7.2 Clawback Triggers

A Clawback event is triggered when any one of the following conditions is met:

- The Developer falls below the required hiring threshold and remains in non-compliance for more than six (6) consecutive months

- An Operational Suspension exceeds one hundred twenty (120) cumulative days in a calendar year without an approved exception
- The Developer fails to establish or maintain the Training Program as required under Section 5
- The Developer is found to have materially misrepresented compliance data in any required report
- A Reversion Trigger defined in Section 13.3 occurs

7.3 Clawback Calculation and Process

The Clawback amount shall be calculated proportionally based on the degree and duration of non-compliance. The minimum recovery for any single trigger event shall be twenty-five percent (25%) of total Public Benefits value. The CRA Board shall conduct a hearing within sixty (60) days of the CAC's recommendation. The Developer shall remit the calculated amount within one hundred eighty (180) days of the Board's determination or enter into an approved repayment agreement.

Section 8: Ongoing Community Engagement

8.1 North Greenwood Community Taskforce

The Developer's existing North Greenwood Community Taskforce shall formally include at least two (2) CAC-designated community representatives as voting members. The Taskforce shall meet no less than quarterly and shall publish meeting summaries accessible to the public.

8.2 Community Liaison

The Developer shall designate a named Community Liaison responsible for maintaining ongoing communication with the CAC, the Training Program, and North Greenwood residents. The Liaison's contact information shall be publicly available and provided to the CAC in writing.

8.3 Community Event Participation

The Developer shall participate in a minimum of two (2) community events per year within the North Greenwood CRA Boundary.

Section 9: Reporting and Annual Review

9.1 Monthly Self-Reporting

The Developer shall submit a monthly written compliance statement confirming the current number of Qualifying Employees and the operational status of the Training Program within ten (10) business days of the close of each calendar month.

9.2 Quarterly Reports

The Developer shall submit quarterly written reports to the CAC including: current Qualifying Employee count by classification; CRA Boundary vs. Priority Zone residency breakdown; Training Program enrollment, completion, and conversion data; documentation of all community outreach

and hiring efforts; Community Fund Payments made; any anticipated operational changes in the coming ninety (90) days; and disclosure of any Corporate Restructuring completed or pending.

9.3 Annual Review

The CAC shall conduct a formal Annual Review within sixty (60) days after the close of each calendar year, assessing compliance with all provisions including the property rights protections in Section 13. The Developer shall make a representative available to present.

9.4 Public Transparency

Annual Review findings, including the Developer's compliance status and any property rights disclosures, shall be made publicly available through the CRA and City of Clearwater public records process and disclosed in any CRA progress reporting to the City Council.

Section 10: Term and Renewal

This Agreement shall remain in effect for an initial term of ten (10) years from the date of execution. The property rights provisions in Section 13, including the Reversionary Interest and the restriction on transfer, are permanent and survive the expiration or termination of all other provisions of this Agreement. The parties shall review the Agreement no later than eighteen (18) months prior to expiration. Any amendment requires approval by a majority vote of the CAC and written consent of the Developer.

Section 11: Default and Remedies

A Developer default occurs when any of the following conditions are met:

- Failure to remit Community Fund Payments within the required timeframe for two (2) or more consecutive quarters
- Failure to provide required pre-notification of a planned Operational Suspension
- An Operational Suspension exceeding one hundred twenty (120) cumulative days without an approved exception
- Failure to maintain the Training Program in active operation for more than ninety (90) consecutive days
- Failure to submit required reports for two (2) or more consecutive reporting periods
- Material misrepresentation in any report or disclosure submitted under this Agreement
- Any violation of the property rights provisions in Section 13

Upon a finding of default, the CAC shall provide written notice and a sixty (60) day cure period. Failure to cure shall result in referral to the CRA Board and City of Clearwater for further action, which may include suspension of CRA incentives, initiation of Clawback proceedings, initiation of Reversion proceedings, public disclosure of non-compliance, and all legal remedies available under Florida law.

Section 12: Corporate Restructuring Disclosure

12.1 Disclosure Obligation

The Developer shall notify the CAC in writing a minimum of sixty (60) days in advance of any planned Corporate Restructuring. This notice shall describe the nature of the restructuring, identify all entities that will hold any ownership interest in or operational control over the Property following the restructuring, and confirm in writing that the restructuring does not alter or diminish the Developer's obligations under this Agreement or the Reversionary Interest recorded against the Property.

12.2 Obligations Survive Restructuring

No Corporate Restructuring of any kind, including but not limited to the creation of a separate holding company, a sale-leaseback arrangement, a transfer of operational control to a subsidiary or affiliate, a merger, or a change of majority ownership, shall reduce, transfer, delay, or extinguish any obligation of the Developer under this Agreement. All obligations bind the Developer and any successor or related entity operating at or benefiting from the Property.

12.3 Separate Entities

If the Developer creates or utilizes any separate legal entity to hold title to the Property or to operate within the Property, all such entities shall be bound by this Agreement as if they were original signatories. The Developer shall cause any such entity to execute a written joinder to this Agreement, in a form approved by the CAC, within thirty (30) days of the entity assuming any interest in or operational role at the Property. Failure to obtain an executed joinder within the required timeframe constitutes a default under Section 11.

12.4 Change of Ownership Notification

Any change in ownership of the Developer entity exceeding twenty-five percent (25%) in any twelve (12) month period shall be disclosed to the CAC in writing within fifteen (15) business days of the change. Any change exceeding fifty percent (50%) shall trigger a mandatory review meeting between the new ownership, the CAC, and CRA staff within thirty (30) days of the change to confirm continued compliance commitment.

Section 13: Property Rights, Reversionary Interest, and Restriction on Transfer

THIS IS THE COMMUNITY'S PERMANENT PROTECTION

This section is the most consequential in this Agreement. It ensures that no matter what corporate structure the Developer uses, no matter who owns the building, and no matter what business decisions are made in the future, the community's stake in this Property is permanent. The only lawful exit available to the Developer is to return the Property to the CRA. This section must be reflected in the deed of conveyance.

NOTE TO CRA ATTORNEY: The Reversionary Interest and restriction on alienation described in this section must be recorded in the deed conveying the Property from the City of Clearwater to the Developer. A side agreement alone is insufficient. The deed must incorporate these provisions by reference and reflect them directly in the conveyance instrument so they run with the land and bind all future parties.

13.1 Permitted Operator

Yo Mama's Foods is the sole Permitted Operator of the Property. No other entity may operate within, occupy, sublease, license, manage, or otherwise conduct business from the Property at any time, whether simultaneously with the Developer, in place of the Developer, or in any other capacity, without the express prior written approval of the CAC through the process described in Section 13.6.

NO EXCEPTIONS WITHOUT CAC APPROVAL

This prohibition applies to all entities without exception, including:

Subsidiaries and affiliates of Yo Mama's Foods

Parent companies or holding entities created to own the Property

Third-party contractors, licensees, or management companies operating independently

Any entity created through a Corporate Restructuring after the date of this Agreement

Any entity that the Developer claims is operationally equivalent to Yo Mama's Foods

The Developer may utilize employees, contractors, and vendors in the ordinary course of its operations without triggering this provision, provided that no such person or entity assumes independent operational control of any portion of the Property.

13.2 Reversionary Interest

The CRA retains a permanent Reversionary Interest in the Property. This Reversionary Interest shall be recorded in the deed of conveyance from the City of Clearwater to the Developer and shall run with the land, binding all future owners, occupants, and claimants of any interest in the Property.

The Reversionary Interest means that upon the occurrence of any Reversion Trigger defined in Section 13.3, title to the Property shall revert to the CRA automatically and without the need for any additional legal action, vote, or proceeding, subject to the notice and cure provisions of Section 13.4. The Developer acknowledges and accepts that this reversionary right is a material condition of the conveyance and was a basis upon which the community supported the transaction.

13.3 Reversion Triggers

Any of the following events constitutes a Reversion Trigger:

- 1 Any entity other than Yo Mama's Foods occupies, operates within, or exercises operational control over any portion of the Property without prior written CAC approval, regardless of whether the Developer characterizes the arrangement as temporary, transitional, or incidental.
- 2 The Developer allows any sublease, license, co-occupancy agreement, management agreement, or any other arrangement that grants any third party rights to occupy or operate within the Property, whether or not compensation is exchanged.
- 3 The Developer attempts to sell, convey, assign, transfer, gift, bequest, or otherwise dispose of the Property or any ownership interest therein to any party other than the CRA, regardless of the form of the transaction.
- 4 The Developer uses the Property as collateral for any financing arrangement that could result in a foreclosure or involuntary transfer to a party other than the CRA, without prior written CAC approval.
- 5 The Developer creates any separate entity to hold title to the Property and fails to obtain an executed joinder agreement within the timeframe required under Section 12.3.
- 6 A Corporate Restructuring results in a change of majority ownership of the Developer, and the new majority owner fails to execute a written assumption of all obligations under this Agreement within thirty (30) days of the ownership change.
- 7 The Developer permanently ceases operations at the Property for any reason, including voluntary business closure, bankruptcy, or dissolution of the Developer entity.
- 8 The Developer is found by a court of competent jurisdiction to have committed fraud or material misrepresentation in connection with this Agreement or the underlying property transaction.

13.4 Notice and Cure

Upon the CAC's determination that a Reversion Trigger has occurred, the CAC shall provide the Developer with written notice specifying the triggering event. The Developer shall have thirty (30) days from the date of notice to cure the triggering condition, if cure is possible. The following Reversion Triggers are not curable and shall result in immediate reversion proceedings without a cure period:

- Any attempted sale or transfer of the Property to a party other than the CRA (Trigger 3)
- Any financing arrangement that results in an actual foreclosure by a third party (Trigger 4)
- A finding of fraud or material misrepresentation by a court of competent jurisdiction (Trigger 8)

If the Developer fails to cure a curable Reversion Trigger within the thirty (30) day cure period, the CAC shall refer the matter to the CRA Board and City of Clearwater for initiation of reversion proceedings under applicable Florida law.

13.5 Restriction on Transfer

The Developer shall not sell, convey, assign, transfer, gift, bequest, mortgage as collateral, place in trust, transfer by operation of law, or otherwise dispose of the Property or any interest therein to any party other than the CRA. This restriction is absolute and applies regardless of the form of the transaction, the relationship between the parties, the stated purpose of the transfer, or the financial circumstances of the Developer.

The only lawful exit available to the Developer under this Agreement is to transfer the Property back to the CRA. The terms of any such transfer, including any compensation to the Developer for improvements made to the Property, shall be negotiated between the Developer and the CRA at the time of the proposed transfer and shall require approval by the CRA Board.

THE ONLY WAY OUT IS BACK TO THE COMMUNITY

There is no provision in this Agreement under which the Developer may sell, transfer, or otherwise convey this Property to any private party. The community accepted a public asset being conveyed to a private developer on the condition that the community retains a permanent stake. That stake is this provision. If the Developer no longer wishes to operate at the Property, the Property returns to the CRA, which may then determine the best use for the community going forward.

13.6 CAC Approval Process for Permitted Exceptions

The Developer may request CAC approval for an exception to the sole operator requirement or the restriction on transfer in extraordinary circumstances. Any such request shall be submitted in writing to the CAC a minimum of ninety (90) days before the proposed change. The CAC shall evaluate the request based on the following criteria:

- Whether the proposed change maintains or improves the employment and training commitments established in this Agreement
- Whether the incoming operator or transferee has executed or agrees to execute a full assumption of all obligations under this Agreement
- Whether the proposed change serves the long-term interests of the North Greenwood community
- Whether the proposed change could be used as a mechanism to evade the terms of this Agreement

CAC approval requires a majority vote of the full Committee and shall not be unreasonably withheld where the Developer has demonstrated full compliance throughout the Agreement term and the proposed change genuinely serves community interests. Any approved exception shall be documented in a written amendment to this Agreement executed by all original parties.

Section 14: Signatures

By signing below, the parties agree to the terms and obligations set forth in this Community Benefits Agreement, including the permanent property rights provisions in Section 13.

Authorized Representative, Yo Mama's Foods
Name: _____
Title: _____

Chair, North Greenwood Citizens Advisory Committee
Name: _____

Date: _____

Title: _____

Date: _____

Executive Director, North Greenwood CRA

Name: _____

Date: _____

Approved, City of Clearwater Representative

Name: _____

Date: _____

Exhibit A: Priority Zone Map and Street Boundaries

To be completed and attached prior to execution. The Priority Zone boundaries shall be defined by the CAC in consultation with CRA staff and recorded by specific street names.

Exhibit B: Qualifying Position Schedule

To be attached prior to execution. Each Qualifying Position listed by job title, classification, minimum wage, hours, and benefits eligibility.

Exhibit C: Training Program Detail

To be attached within one hundred eighty (180) days of execution. Includes curriculum, credentialing partner agreements, facility location, program calendar, and annual funding commitment.

Exhibit D: Public Benefits Inventory

To be completed prior to execution. Documents all Public Benefits conveyed to the Developer including estimated fair market value of each, certified by both the CRA and the City of Clearwater.

Exhibit E: Deed Restriction Language

To be prepared by CRA legal counsel prior to execution. Contains the exact language to be recorded in the deed of conveyance incorporating the Reversionary Interest and restriction on transfer established in Section 13 of this Agreement. This exhibit must be reviewed and approved by the CAC before the deed is recorded.

DRAFT

FIRST SOURCE HIRING AGREEMENT

National Guard Armory Redevelopment

706 N. Missouri Avenue, Clearwater, Florida

North Greenwood Community Redevelopment Area

Prepared by the North Greenwood Citizens Advisory Committee | 2026

Companion Document to the North Greenwood Community Benefits Agreement

HOW THIS DOCUMENT WORKS WITH THE COMMUNITY BENEFITS AGREEMENT

The Community Benefits Agreement (CBA) establishes what the community requires: ten qualifying residents employed at the Property, a training program, operational continuity protections, and financial accountability when commitments are not met.

This First Source Hiring Agreement establishes how those hires happen. It creates the pipeline. It names the partner. It sets the timeline. It builds the paper trail. Together, these two documents close both the what and the how of community hiring in North Greenwood.

Preamble

This First Source Hiring Agreement ("Agreement") is entered into between Yo Mama's Foods ("Employer"), the North Greenwood Citizens Advisory Committee ("CAC"), and [INSERT DESIGNATED REFERRAL AGENCY NAME] ("First Source Agency"), in connection with the proposed redevelopment and operation of the former National Guard Armory located at 706 N. Missouri Avenue, Clearwater, Florida (the "Property").

This Agreement is a companion document to the North Greenwood Community Benefits Agreement and operates in conjunction with it. In the event of any conflict between this Agreement and the Community Benefits Agreement, the Community Benefits Agreement shall govern.

The purpose of this Agreement is to ensure that residents of the North Greenwood Community Redevelopment Area have the first and best opportunity to be considered for employment at the Property before any position is opened to the general public. This Agreement establishes a structured, documented referral process that creates both accountability and a verifiable record of the Employer's good faith hiring efforts.

A First Source Hiring Agreement does not guarantee that every position will be filled by a community resident. It guarantees that every community resident who is qualified will have a meaningful, documented opportunity to be considered before anyone else.

Section 1: Definitions

Employer	Yo Mama's Foods, its successors, assigns, and any entity operating at the Property.
First Source Agency	[INSERT DESIGNATED REFERRAL AGENCY NAME], the designated community workforce partner responsible for maintaining the referral pool and managing the First Source process.
CAC	The North Greenwood Citizens Advisory Committee.
CRA Boundary	The geographic boundaries of the North Greenwood Community Redevelopment Area as officially recorded with the City of Clearwater.
Priority Zone	The hyper-local hiring zone defined in the companion Community Benefits Agreement and Exhibit A thereto.
Covered Position	Any full-time, part-time, temporary, or contract position at the Property for which the Employer is actively recruiting. See Section 3 for positions exempt from this Agreement.
First Source Period	The exclusive referral window during which the First Source Agency has the right to refer candidates before the Employer may open a Covered Position to the general public. The First Source Period is seven (7) business days for standard positions and ten (10) business days for Qualifying Positions as defined in the Community Benefits Agreement.
Qualified Referral	A candidate referred by the First Source Agency who meets the minimum stated qualifications for the Covered Position as written in the job description.
Good Faith Interview	A substantive, scheduled interview conducted by a person with hiring authority, lasting no fewer than twenty (20) minutes, resulting in a written evaluation retained in the Employer's hiring records.
Declination Notice	A written explanation provided by the Employer to the First Source Agency when a Qualified Referral is not selected, stating the specific, documented reason for non-selection.
First Source Hire	A candidate referred by the First Source Agency who is subsequently hired by the Employer for a Covered Position.
Hiring Record	The complete documentation file maintained by the Employer for each Covered Position, as described in Section 6.

Section 2: Designation of First Source Agency

2.1 Designated Agency

The parties designate [INSERT AGENCY NAME] as the First Source Agency for this Agreement. The First Source Agency shall serve as the primary workforce referral partner for all Covered Positions at the Property for the term of this Agreement.

SELECTING YOUR FIRST SOURCE AGENCY

Strong candidates for the First Source Agency role in North Greenwood include:

CareerSource Pinellas: The federally funded regional workforce development board with established employer partnerships and a candidate database across Pinellas County.

The Training Program (once operational): Once the workforce training program required under the CBA is active, it should become the primary First Source Agency or a co-agency, since its graduates are specifically prepared for positions at the Property.

A North Greenwood community-based organization: A local nonprofit with deep neighborhood roots and existing relationships with residents seeking employment.

The CAC may designate more than one agency as co-First Source partners, with defined referral priority order. This is especially powerful once the Training Program is active.

2.2 Agency Responsibilities

The First Source Agency agrees to:

- Maintain an active, up-to-date pool of candidates residing within the CRA Boundary, with priority given to candidates residing in the Priority Zone
- Receive position notifications from the Employer within two (2) business days of a Covered Position opening
- Screen and refer only candidates who meet the minimum stated qualifications for the position
- Provide a minimum of three (3) Qualified Referrals for each Covered Position within the First Source Period, or notify the Employer in writing if three qualified candidates are not available
- Maintain records of all referrals made, including candidate name, position applied for, referral date, and outcome
- Submit quarterly referral reports to the CAC as described in Section 7
- Actively promote awareness of the First Source program and available positions within the North Greenwood community

2.3 Agency Replacement

If the designated First Source Agency is unable to fulfill its responsibilities, or if the CAC determines through the Annual Review that the agency is not effectively serving the community referral function, the CAC may designate a replacement agency with thirty (30) days written notice to the

Employer. The Employer shall cooperate in transitioning to the new agency without interruption to the First Source process.

Section 3: Covered Positions and Exemptions

3.1 Covered Positions

This Agreement applies to all positions at the Property, including:

- All full-time permanent positions
- All part-time positions of ten (10) or more hours per week
- All temporary positions lasting more than thirty (30) days
- All contract positions where the Employer controls the hiring decision
- All positions created as a result of expansion, renovation, or increased operational capacity at the Property

3.2 Exempt Positions

The following positions are exempt from the First Source Period requirement, though the Employer is encouraged to notify the First Source Agency as a courtesy:

- Senior executive positions requiring specialized credentials not reasonably available through the local workforce pipeline (Vice President level and above)
- Positions filled through internal promotion of existing employees
- Emergency positions required to be filled within forty-eight (48) hours due to an unforeseen operational need, provided the Employer notifies the First Source Agency within two (2) business days and documents the emergency
- Positions requiring a professional license, certification, or degree that is not offered through any educational institution within Pinellas County

The Employer shall not use exemptions to avoid the First Source process for positions that are routinely available and foreseeable. The CAC may challenge any claimed exemption through the oversight process described in Section 7.

Section 4: The First Source Hiring Process

THE PIPELINE IN PRACTICE

This process guarantees North Greenwood residents are not competing on equal footing with the general public. They are always first in the door. The paper trail this creates ensures that if the hiring numbers in the CBA are not being met, there is a documented record of whether the Employer made a genuine effort or simply went through the motions.

1

Position Notification (Day 0)

When a Covered Position becomes available, the Employer notifies the First Source Agency in writing within two (2) business days. The notification must include the complete job description, minimum qualifications, compensation range, hours, benefits summary, and the name of the hiring manager.

2

First Source Period Opens (Days 1-7 or 1-10)

The First Source Period begins the business day after the Employer sends the position notification. During this period, the position may NOT be posted publicly, listed on any external job board, shared on social media, or offered to any candidate outside the First Source referral process. The First Source Agency has exclusive access to this opportunity.

3

Agency Referrals Submitted

The First Source Agency screens its candidate pool and submits Qualified Referrals to the Employer before the close of the First Source Period. The Agency must submit a minimum of three (3) Qualified Referrals, or notify the Employer in writing that fewer than three qualified candidates are available and explain why.

4

Good Faith Interviews (Within 5 Business Days of Referral)

The Employer must schedule and conduct a Good Faith Interview with every Qualified Referral within five (5) business days of receiving the referral. A Good Faith Interview is substantive, conducted by a person with hiring authority, and lasts no fewer than twenty (20) minutes. Phone screens do not satisfy the Good Faith Interview requirement for Qualifying Positions under the CBA.

5

Selection or Declination Notice

Following the Good Faith Interviews, the Employer either selects a First Source candidate or issues a written Declination Notice to the First Source Agency for each Qualified Referral not selected. The Declination Notice must state the specific, documented reason for non-selection. Vague or conclusory reasons such as 'not a fit' or 'another candidate was stronger' are not sufficient. The notice must reference the specific qualification gap or documented performance issue observed during the interview.

6

General Posting (Only After First Source Period Closes)

Only after the First Source Period has closed AND the Employer has conducted Good Faith Interviews with all Qualified Referrals AND issued Declination Notices for any referrals not selected may the Employer post the position to the general public. If the Employer selects a First Source candidate, no general posting is required.

Section 5: Good Faith Standard and Non-Discrimination

5.1 Good Faith Obligation

The Employer's obligation under this Agreement is not simply procedural. The Employer must make a genuine, substantive effort to identify and hire qualified candidates from the North Greenwood community. Compliance with the steps in Section 4 while simultaneously setting qualification standards that are artificially elevated beyond what the position requires, or conducting interviews that are perfunctory in nature, constitutes a violation of the good faith standard.

5.2 Qualification Standards

The Employer may not, after entering into this Agreement, increase the stated minimum qualifications for any Covered Position in a manner that is not justified by a documented operational necessity. Any increase in stated minimum qualifications must be disclosed to the CAC and the First Source Agency in writing prior to the position being posted, along with the business justification.

5.3 Non-Discrimination

The Employer shall not discriminate in hiring on the basis of race, color, national origin, religion, sex, disability, age, sexual orientation, gender identity, or any other characteristic protected by applicable federal, state, or local law. Compliance with this Agreement does not substitute for or supersede any applicable equal opportunity employment obligations.

5.4 Community Feedback Mechanism

Any North Greenwood resident who believes they were improperly excluded from consideration for a Covered Position may submit a written complaint to the First Source Agency within thirty (30) days of the alleged violation. The First Source Agency shall investigate and report findings to the CAC within thirty (30) days of receiving the complaint. Substantiated complaints shall be treated as potential Agreement violations subject to the enforcement provisions in Section 8.

Section 6: Hiring Records and Documentation

6.1 Required Records

The Employer shall maintain a complete Hiring Record for every Covered Position that includes:

- The date the position notification was sent to the First Source Agency
- The complete job description and stated minimum qualifications as posted
- The names and contact information of all Qualified Referrals received from the First Source Agency
- The date, interviewer name, and written evaluation for each Good Faith Interview conducted
- The Declination Notice issued for each Qualified Referral not selected, including the specific stated reason
- The name, hire date, and residential address of the candidate ultimately selected
- Whether the selected candidate is a Qualifying Resident under the Community Benefits Agreement
- The date the position was opened to the general public, if applicable

6.2 Record Retention

All Hiring Records shall be retained for a minimum of five (5) years from the date the position was filled and shall be made available to the CAC or the First Source Agency upon written request within ten (10) business days.

6.3 CAC Access

The CAC shall have the right to audit Hiring Records at any time, with five (5) business days written notice to the Employer. This audit right exists independently of and in addition to the quarterly and annual reporting requirements described in Section 7.

Section 7: Reporting and Oversight

7.1 Employer Quarterly Report

The Employer shall submit a written quarterly report to the CAC within thirty (30) days of the close of each calendar quarter. This report shall include:

- Total number of Covered Positions opened during the quarter
- Number of positions for which the First Source Agency provided Qualified Referrals
- Number of Good Faith Interviews conducted with First Source referrals
- Number of First Source Hires made during the quarter
- Number of Declination Notices issued, with reasons summarized by category
- Number of positions opened to the general public and the reason First Source referrals were not selected
- Running total of First Source Hires as a percentage of all hires at the Property since the Agreement's effective date

7.2 First Source Agency Quarterly Report

The First Source Agency shall submit a parallel quarterly report to the CAC within thirty (30) days of the close of each calendar quarter. This report shall include:

- Current size and composition of the referral pool by CRA Boundary and Priority Zone
- Number of referrals made by position and quarter
- Number of Qualified Referrals who received Good Faith Interviews
- Number of First Source Hires confirmed by the Employer
- Number of Declination Notices received and a summary of stated reasons
- Assessment of whether the Employer's stated declination reasons appear consistent with the Good Faith standard
- Recommended adjustments to the referral process, training program, or community outreach based on observed gaps

7.3 Annual Review Integration

The CAC shall incorporate the findings from both the Employer and First Source Agency quarterly reports into the Annual Review process established under the Community Benefits Agreement. The First Source hire rate, interview completion rate, and declination pattern shall be reviewed as part of the overall compliance assessment. A pattern of Qualified Referrals being declined for similar stated reasons shall trigger a Good Faith Review as described in Section 8.2.

Section 8: Enforcement and Remedies

8.1 Violations

The following actions constitute violations of this Agreement:

- Posting a Covered Position to the general public before the First Source Period has closed
- Failing to conduct Good Faith Interviews with all Qualified Referrals within the required timeframe
- Issuing Declination Notices that do not contain specific, documented reasons for non-selection
- Artificially elevating qualification standards after the Agreement is in effect without documented operational justification
- Failing to notify the First Source Agency within two (2) business days of a Covered Position opening
- Failing to maintain or produce Hiring Records as required under Section 6
- Submitting inaccurate information in any required quarterly report

8.2 Good Faith Review

If the CAC determines, through the quarterly reporting process or an audit, that a pattern of non-selection exists that may indicate a lack of good faith effort, the CAC shall initiate a Good Faith Review. A pattern warranting review includes but is not limited to:

- Three (3) or more consecutive Qualified Referrals declined for the same stated reason
- A First Source hire rate below twenty-five percent (25%) of total hires in any calendar year despite available Qualified Referrals
- A pattern of Good Faith Interviews scheduled at times that make attendance unreasonably difficult for working candidates

The Good Faith Review shall include a written request for the Employer's complete Hiring Records for the period in question, a meeting between the CAC, the First Source Agency, and an Employer representative, and a written finding issued by the CAC within thirty (30) days of the review meeting.

8.3 Remedies

Upon a finding of violation, the CAC may impose one or more of the following remedies proportional to the severity and frequency of the violation:

- A formal written notice of violation entered into the public record
- A required remediation plan submitted by the Employer within thirty (30) days
- A financial contribution to the First Source Agency's community outreach and candidate development fund, in an amount determined by the CAC not to exceed [INSERT AMOUNT] per violation
- Referral of the violation to the CRA Board as part of the Community Benefits Agreement compliance review
- In cases of repeated or willful violation, a formal recommendation to the CRA Board to initiate Clawback proceedings under Section 7 of the Community Benefits Agreement

Section 9: First Source Hiring Goals

The parties establish the following aspirational First Source hiring goals. These goals are not independently enforceable benchmarks but shall be used in the Annual Review to assess the effectiveness of the First Source process and to identify where adjustments are needed:

Metric	Aspirational Goal
First Source Hires as % of all hires at the Property	50% or greater annually
First Source Hires from Priority Zone as % of all First Source Hires	50% or greater annually
Good Faith Interview completion rate for Qualified Referrals	100% of Qualified Referrals interviewed
Training Program graduates hired into Qualifying Positions	At least 3 per year once program is operational

Section 10: Term

This Agreement shall be coterminous with the Community Benefits Agreement and shall remain in effect for the same initial ten (10) year term. Any renewal or amendment of the Community Benefits Agreement shall trigger a corresponding review of this Agreement. Amendments to this Agreement require written consent of all three parties: the Employer, the CAC, and the First Source Agency.

Section 11: Signatures

By signing below, the parties agree to the terms, process, and obligations set forth in this First Source Hiring Agreement.

Authorized Representative, Yo Mama's Foods

Name: _____
Title: _____
Date: _____

Chair, North Greenwood Citizens Advisory Committee

Name: _____
Title: _____
Date: _____

Authorized Representative, First Source Agency

Agency Name: _____
Name: _____
Title: _____
Date: _____

Approved, City of Clearwater / CRA Representative

Name: _____
Date: _____

Exhibit A: First Source Agency Profile and Referral Pool Standards

To be completed and attached prior to execution. This exhibit shall document the designated First Source Agency's organizational profile, current candidate pool size, geographic coverage within the CRA Boundary and Priority Zone, existing employer partnerships, and the minimum standards the Agency agrees to maintain for candidate screening and referral quality.

Exhibit B: Position Notification Form Template

To be attached prior to execution. This exhibit shall provide the standard form the Employer will use to notify the First Source Agency of each Covered Position opening, ensuring consistent information is transmitted with every notification.

Exhibit C: Declination Notice Form Template

To be attached prior to execution. This exhibit shall provide the standard form the Employer will use when issuing a Declination Notice for a Qualified Referral, ensuring consistent and specific documentation of non-selection reasons.