

**East Central Florida Regional Planning Council
Community Planning Technical Assistance Grant FY 2017-2018
Food Entrepreneurship
Scope of Work**

Attachment 1

SCOPE OF WORK

- 1. GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to section 163.3168, F.S., and Specific Appropriation 2224Q, Chapter 2017-70, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
- 2. PROJECT DESCRIPTION:** Grantee will develop a food entrepreneurship action plan comprised of three parts. Grantee will use a case study approach to develop a best practices toolkit for food entrepreneurs. This document will define and explore how urban agriculture, commercial and community kitchens, and mobile food vending are regulated, developed and funded by various jurisdictions from across the nation.

A second companion document will focus specifically on the Goldsboro neighborhood in the City of Sanford (“the City”). This document will identify potential opportunities for Goldsboro based on a market analysis of Seminole County’s food production infrastructure, an analysis of parcel physical and regulatory attributes, and a review of the City’s zoning and land use regulations as they pertain to food uses.

Based on the project’s findings, the Grantee will recommend changes to the City’s regulations and develop a set of recommendations for the neighborhood. While this project is limited to the City, its lessons could be applied to other communities across the East Central Florida region and the state.

- 3. GRANTEE RESPONSIBILITIES:** To perform the work and timely provide DEO with the deliverables identified in this paragraph and the table in paragraph 5 below pursuant to the terms of this Agreement.

A. Deliverable 1. Food Entrepreneurship Toolkit

1. Grantee shall develop a food entrepreneurship toolkit (business reference guide) that examines zoning regulations, development site standards and funding mechanisms to assist entrepreneurs interested in establishing urban farms, commercial kitchens and mobile food vending businesses. The Grantee will identify best practices based on a review of the regulations and standards of three different jurisdictions from across the nation. The toolkit will use a case study approach that examines national best practices for the following uses:
 - a. Urban Agriculture
 - b. Commercial Kitchens
 - c. Mobile Food Vending

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B. Deliverable 2. Seminole County Food Production Market Analysis

1. Grantee shall create a written food production market analysis of potential agricultural and food based entrepreneurship opportunities for the Goldsboro neighborhood based on an analysis of Seminole County’s food production infrastructure, including a map of:
 - a. Farms
 - b. Food Processors
 - c. Food Distributors
 - d. Commercial Kitchens/Commissaries

C. Deliverable 3. Historic Goldsboro Food Entrepreneurship Action Plan

1. Grantee shall analyze how the City of Sanford regulates food-related activities and land uses studied in Deliverable 1, with specific emphasis on the Goldsboro neighborhood. Using this information and the findings of the analysis in Deliverable 2, the Grantee will develop a community food entrepreneurship action plan that shall include the following information:
 - a. A summary assessment of Goldsboro neighborhood properties, in regard to the following variables: parcel size, ownership, existing land use, physical access, future land use map category assignment and zoning district assignment. Identify and map parcels that could serve to establish a food production activity.
 - b. Written analysis of how the City’s comprehensive plan, zoning and land use regulations (“LDR”) incorporate food production uses.
 - c. Prepare proposed zoning code or map amendments in strike through and underline format that will assist entrepreneurs in the establishment of agricultural/food related businesses based on the toolkit (Deliverable 1) and analysis (Deliverable 2).

4. DEO RESPONSIBILITIES: To receive and review deliverables and, upon acceptance of deliverables and receipt of a complete invoice, process payment pursuant to the terms of this Agreement.

5. DELIVERABLES: The specific deliverables, tasks, minimum level of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences

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<p>Deliverable 1. Food Entrepreneurship Toolkit</p> <p>Grantee shall produce a food entrepreneurship action plan in accordance with paragraph 3.A. above.</p> <p>Deliverable due date: January 26, 2018</p>	<p>Completion of Deliverable 1 as evidenced by submission of all of the following:</p> <p>Guide identifying best practices for zoning, site development standards, and funding mechanisms for the following food uses:</p> <ul style="list-style-type: none"> a) Urban Agriculture b) Commercial Kitchens c) Mobile Food Vending <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format, and, if applicable, all maps identified above on a compact disc in PDF format with ArcGIS compatible shapefiles.</p>	<p>\$12,000.00</p>	<p>As provided in paragraph 9 below.</p>
<p>Deliverable 2. Seminole County Food Production Market Analysis</p> <p>Grantee shall produce a written document containing the elements described in paragraph 3.B.</p> <p>Deliverable due date: March 30, 2018</p>	<p>Completion of Deliverable 2 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. A map series depicting the location of the following food production uses in Seminole County: <ul style="list-style-type: none"> a) Farms b) Food Processors c) Food Distributors d) Commercial Kitchens/Commissaries 2. A compact disc containing GIS shapefiles for the above referenced food production businesses. 3. A PDF document listing all the above referenced food production businesses. 4. Food production market analysis <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format, and, if applicable, all maps identified above on a compact disc in PDF format with ArcGIS compatible shapefiles.</p>	<p>\$12,000.00</p>	<p>As provided in paragraph 9 below.</p>

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<p>Deliverable 3. Historic Goldsboro Food Entrepreneurship Action Plan</p> <p>Grantee shall produce a written community food entrepreneurship action plan in accordance with paragraph 3.C. above.</p> <p>Deliverable due date: May 31, 2018</p>	<p>Completion of Deliverable 3 as evidenced by submission of all of the following:</p> <p>The Action Plan shall include the following information.</p> <ul style="list-style-type: none"> a. Written report detailing Goldsboro neighborhood parcel characteristics b. Analysis of the City of Sanford’s comprehensive plan, zoning and land use regulations pertaining to urban agriculture, commercial kitchens, and mobile food vending. c. Set of strategies to assist Goldsboro food entrepreneurs. d. Draft recommended amendments to the Zoning Code and Zoning Map. <p>Deliverables related to the Planning and Zoning Board’s consideration of any comprehensive plan amendment, shall refer to that Board as the City’s local planning agency.</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format, and, if applicable, all maps identified above on a compact disc in PDF format with ArcGIS compatible shapefiles.</p>	<p>\$6,000.00</p>	<p>As provided in paragraph 9 below.</p>
<p>Total Payment Amount Not to Exceed: \$30,000.00</p>			

6. COST SHIFTING: The deliverable amounts specified within the Deliverables section above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO’s ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO’s Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in Section II.A., of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

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- 7. INVOICE SUBMITTAL AND PAYMENT.** DEO agrees to reimburse the Grantee for costs under this Agreement in accordance with Section I.G., **Grantee Payments**, in the amount(s) identified per deliverable in paragraph 5 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with Section I.F.11, **Funding Requirements of section 215.971, F.S.**, of this Agreement, Grantee will be reimbursed for allowable costs incurred and expended during the Agreement period by Grantee in carrying out the Project.

Subject to the terms and conditions of this Agreement, an itemized invoice for each deliverable shall be submitted to DEO's Agreement Manager by U. S. Mail or by electronic mail either (a) with a deliverable, or (b) no later than seven (7) calendar days after written notice to Grantee that DEO has accepted the deliverable. Invoices are not required to be submitted through the Ariba Supplier Network described in Section I.G.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by DEO to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).**

Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:

1. Grantee's name and address,
2. Grantee's federal employer identification number,
3. the Agreement number,
4. the Grantee's invoice number,
5. an invoice date,
6. the dates of service,
7. the deliverable number,
8. a description of the deliverable,
9. a statement that the deliverable has been completed and
10. the amount being requested.

Grantee shall submit a **final invoice** no later than **60** days after this Agreement ends or is terminated as provided in Section I.H., **Final Invoice**, of this Agreement.

Documentation that must accompany each itemized invoice: The following documents shall be submitted with the itemized invoice:

a. For Work Performed by a Subcontractor:

1. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
2. Copies of paid invoices submitted to Grantee by the Subcontractor; and,

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3. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).
 - b. **For Work Performed by Grantee's Employees:**
 1. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
 2. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
 - a. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
 - b. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
 3. Invoices or receipts for other direct costs.
 4. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.
 - c. Payment shall be provided to Grantee in accordance with section I.G., **Grantee Payments**, of this Agreement.
- 8. REVIEW AND ACCEPTANCE OF DELIVERABLES.** DEO will review all work submitted for payment under the deliverables and will determine in DEO's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. If DEO determines that a deliverable is not sufficiently complete under this Agreement, DEO shall provide written notice of DEO's determination to Grantee's Agreement Manager by U. S. Mail or electronic mail. Grantee shall have 10 business days from the date of receipt of notice to correct the insufficiency, and during this 10 business day period, the financial consequences specified in section 9 of this Scope of Work will not be assessed. Payment for the deliverable shall not be due until the Grantee satisfactorily corrects the insufficiency and DEO notifies the Grantee's Agreement Manager in writing that the corrected deliverable is sufficient under the Scope of Work and is accepted by DEO.
- 9. FINANCIAL CONSEQUENCES.** Failure to complete a deliverable or provide DEO with a deliverable that DEO determines is sufficient under the Scope of Work no later than five (5) business days after the due date shall result in a financial consequence of \$50 per business day, up to a maximum of \$500, until the deliverable is received by DEO.
- 10. SUBCONTRACTS.** In accordance with Section I.N.1., and subject to the terms and conditions in Sections I.N.2. through 7 of this Agreement, this paragraph constitutes DEO's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of the executed subcontract shall be provided to DEO's Agreement Manager

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upon execution by the Parties. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract.

11. BUSINESS DAY; COMPUTATION OF TIME. For the purpose of this Agreement, a “business day” is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 5:00 p.m. on that day.

12. PRELIMINARY DRAFT DELIVERABLES; DEO REVIEW AND COMMENT. Unless otherwise required under paragraphs 3 or 5 above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., proposed plan amendments, reports) to DEO for review and comment no later than ten (10) business days before the deliverable due date. If DEO provides comments, Grantee is urged to address them in the deliverable submitted to DEO for payment. If submission of a preliminary draft deliverable is required under paragraphs 3 or 5 above, DEO shall provide comments to the Grantee no later than four business days before the deliverable due date. Grantee shall address DEO’s comments in the deliverable submitted to DEO for payment.

13. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL. Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be “in compliance” as defined in section 163.3184(1)(b), F.S., and will be evaluated for compliance as part of DEO’s review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. DEO’s compliance determination will be a limited determination without input from the reviewing agencies identified in section 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on DEO in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by DEO based on comments by DEO or other reviewing agencies. Documents submitted to DEO for payment under this Agreement may not copy or duplicate reports or other written material previously prepared or prepared by another author. At the option of the Grantee, copies of relevant documents may be appended to documents submitted to DEO for payment.

14. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES. Notwithstanding section II.A of this Agreement, DEO’s Agreement Manager, in DEO’s sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be in accordance with the following:

- a. Requests for extension of one or more deliverable due dates shall be submitted in writing (which may be by electronic mail) to DEO’s Agreement Manager no later than four (4) business days before the due date (or the earliest of multiple due dates for which the extension is requested);
- b. A request for extension must state the reason for the extension; and

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- c. DEO's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority does not apply to an extension of the Agreement Period defined in Section I.C. of this Agreement.

- 15. ADVERTISING AND INFORMATION RELEASE.** Notwithstanding Sections I.F.6., **Advertising**, and I.F.10., **Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from DEO for the work described in this Scope of Work.
- 16. NOTIFICATION OF INSTANCES OF FRAUD.** Instances of Grantee operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.
- 17. NON-DISCRIMINATION.** Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.
- 18. GRANTEE'S RESPONSIBILITIES UPON TERMINATION.** If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:
 - a. Stop work under this Agreement on the date and to the extent specified in the notice,
 - b. Complete performance of such part of the work as shall not have been terminated by DEO,
 - c. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest, and
 - d. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
- 19. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT.** In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.