

**City of Oak Hill  
FY 2017-2018 Community Planning Technical Assistance Grant  
Scope of Work**

**Attachment 1**

**SCOPE OF WORK**

- 1. GRANT AUTHORITY:** This Community Planning Technical Assistance grant is provided pursuant to section 163.3168, Florida Statutes (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 shall analyze its land use characteristics and entitlements, determine and analyze its strengths, weaknesses, opportunities and threats based on its residents' perceptions of how to grow its economy and the data collected and analyzed, and prepare an Economic Development Strategic Plan based on these analyses and public input. Grantee shall either amend its comprehensive plan or amend its land development regulations to incorporate the Economic Development Strategic Plan or the recommendations in the Plan.
- 3. GRANTEE RESPONSIBILITIES:** To perform the tasks 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. Land Use Analysis and Report.**

Grantee shall:

1. Conduct a land use analysis to provide information on all properties located within the City of Oak Hill, with a special focus on the community's downtown urban core, and prepare a land use analysis report providing a narrative analysis and describing the data on which it is based, which includes and addresses the following:
  - a. Parcel size and current uses.
  - b. Property ownership.
  - c. Analysis of vacant properties.
  - d. Future land use designations.
  - e. Zoning designations.
  - f. Other regulations affecting development.
  - g. Detailed analysis of downtown urban core properties along with a map delineating the proposed downtown corridor area.

**B. Deliverable 2. SWOT Analysis and Summary Table.**

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Grantee shall:

1. Conduct a community workshop to identify and analyze the Grantee's strengths, weaknesses, opportunities and threats (SWOT) as it relates to the economy and economic development based on the residents' perceptions of how to grow the City of Oak Hill's economy and best data available, including the data on which the land use analysis report prepared under Deliverable 1 is based. Community workshop attendees will be asked to provide their input relative to what they believe to be the City of Oak Hill's strengths, weaknesses, opportunities and threats and discussion will include potential strategies to address any weaknesses and threats identified.
2. Prepare a table summarizing the components and results of the SWOT analysis.

**C. Deliverable 3. Proposed Economic Development Strategic Plan.**

Grantee shall:

1. Based on the information and data obtained and analyzed under Deliverables 1 and 2, draft a proposed Economic Development Strategic Plan which shall include:
  - a. Recommendations for pursuing short- and long-term opportunities for economic resiliency and industry diversification.
  - b. An economic development map for the proposed downtown commercial core that identifies the location of desired uses.
  - c. Map of the proposed downtown urban core.

**D. Deliverable 4. Comprehensive Plan Amendments or Land Development Code Amendments, and Public Hearing(s).**

Grantee shall:

1. Determine whether to incorporate the Economic Development Strategic Plan recommendations into its comprehensive plan or land development regulations.
2. Prepare proposed amendments to incorporate the Economic Development Strategic Plan recommendations into either the comprehensive plan or land development regulations.
3. **DEO REVIEW OF PROPOSED COMPREHENSIVE PLAN AMENDMENTS OR LAND DEVELOPMENT CODE AMENDMENTS PRIOR TO PUBLIC HEARINGS.** Grantee shall provide a copy of the proposed comprehensive plan amendments or proposed land development code amendments to DEO for review and comment no later than 10 business days before the public hearing or hearings conducted pursuant to paragraph 3.D.4 or 3.D.5 below. Proposed comprehensive plan amendments or land development code amendments presented to Grantee's public officials at a public hearing under paragraph 3.D.4 or 3.D.5 below shall address any comments provided by DEO under this paragraph.

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4. If the Grantee elects to amend its comprehensive plan, it shall:
  - a. Conduct one advertised public hearing before its Planning and Land Development Regulations Commission to review the proposed comprehensive plan amendment prepared under Deliverable 3 and make a recommendation(s) to Grantee’s City Commission.
  - b. Conduct a transmittal public hearing before the City Commission to consider transmittal of the proposed plan amendment prepared as Deliverable 3 to review agencies identified in section 163.3184, F.S.
5. If Grantee elects to amend its land development code, it shall conduct an adoption hearing before its City Commission to consider adopting the proposed land development code amendments.

**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:

<b>Deliverables and Tasks</b>	<b>Minimum Level of Service</b>	<b>Payment Amount Not to Exceed</b>	<b>Financial Consequences</b>
<p><b>Deliverable 1. Land Use Analysis and Report.</b></p> <p>Grantee shall conduct a land use analysis and prepare a report in accordance with paragraph 3.A. above.</p> <p><b>Deliverable due date: January 26, 2018</b></p>	<p>Completion of Deliverable 1 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. Land use analysis report.</li> </ol> <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>	\$12,000	As provided in paragraph 9 below.
<p><b>Deliverable 2. SWOT Analysis and Summary Table.</b></p> <p>Grantee shall conduct a community workshop and prepare a summary table</p>	<p>Completion of Deliverable 2 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. SWOT analysis summary table.</li> <li>2. Notice(s) of the community workshop.</li> </ol>	\$10,000	As provided in paragraph 9 below.

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<p>in accordance with paragraph 3.B. above.</p> <p><b>Deliverable due date:          April 13, 2018</b></p>	<ol style="list-style-type: none"> <li>3. Agenda for the community workshop.</li> <li>4. Minutes or a written summary of comments made and received at the community workshop.</li> <li>5. Handouts or presentation material used at the community workshop.</li> </ol> <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.</p>		
<p><b>Deliverable 3. Proposed Economic Development Strategic Plan.</b></p> <p>Grantee shall draft a proposed Economic Development Strategic Plan in accordance with paragraph 3.C. above.</p> <p><b>Deliverable due date:          May 11, 2018</b></p>	<p>Completion of Deliverable 3 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. Proposed Economic Development Strategic Plan.</li> </ol> <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.</p>	<p>\$18,500</p>	<p>As provided in paragraph 9 below.</p>
<p><b>Deliverable 4. Comprehensive Plan Amendment or Land Development Code Amendment and Public Hearing(s).</b></p> <p>Grantee shall prepare either an amendment to its comprehensive plan or an amendment to its land development code and conduct public hearing(s) in accordance with paragraph 3.D. above.</p> <p><b>Deliverable due date:          June 1, 2018</b></p>	<p>Completion of Deliverable 4 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. Proposed comprehensive plan amendment or land development code amendment.</li> <li>2. Notice(s) of the public hearing(s).</li> <li>3. Agenda(s) for the public hearing(s).</li> <li>4. Minutes or written narrative summary of the public hearing(s).</li> <li>5. Copies of materials presented at the public hearing(s).</li> </ol>	<p>\$3,000</p>	<p>As provided in paragraph 9 below.</p>

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	<p>6. Ordinance or resolution transmitting proposed plan amendments with a copy of the transmitted amendment, or ordinance adopting land development regulations; or a memorandum or other document indicating that the City Commission elected not to transmit the proposed plan amendment or adopt the proposed land development code amendment .**</p> <p>7. If Grantee elects to amend its comprehensive plan, a memorandum or other document identifying any changes to the proposed comprehensive plan amendments made as a result of the public hearings, or a document indicating that no changes were made.</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.</p>		
<b>Total Payment Amount Not to Exceed: \$43,500</b>			

**\*\* NOTE REGARDING TRANSMITTAL OF A PROPOSED PLAN AMENDMENT:** Providing the Department a copy of the transmitted amendment as a deliverable under this Agreement DOES NOT satisfy the transmittal requirement under section 163.3184, F.S. To transmit the proposed amendment to the Department for agency review pursuant to section 163.3184, F.S., please send the proposed amendment package to: D. Ray Eubanks, Plan Review and Processing Administrator, Florida Department of Economic Opportunity, Bureau of Community Planning and Growth, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-4120.

**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

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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.

- 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:**

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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,
  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:
    - i. 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.
    - ii. 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

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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 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.

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