DRAFT** SCOPE OF WORK FOR THE NEWBERRY ENVIRONMENTAL PARK MEAT PROCESSING FACILITY

Project Description:

Alachua County, Florida (the "County") desires to develop or construct or cause to be constructed a 10,000 square-foot USDA-inspected meat processing facility and workforce training site (the "Facility") in Newberry, Florida. Its intended purpose is to serve cattle, pigs, sheep, and goat small ranchers within a 100-mile radius. It will also provide high-skill workforce training in butchery and other value-added meat processes in coordination with UF IFAS and Santa Fe College. The facility will support agricultural and food resilience in Florida, helping preserve small farms. The County intends the Facility to support local ranchers and food production throughout Alachua County and create the ancillary benefit of providing butchery-related job training and entrepreneurial & value-add industries for Alachua County residents.

The Project is expected to create 50 new jobs and generate \$10 million in economic activity annually. The Facility will also help to preserve small farms and promote sustainable agriculture in Alachua County.

The County desires to collaborate with a Developer-Operator (the "Developer") to develop, design, construct, equip, manage, maintain, and operate the Facility located within the Newberry Environmental Park on land owned by the City of Newberry (the "City"). The County seeks to obtain the services of a Developer to construct the Facility, together with related furniture, fixtures and equipment, and infrastructure so that the Facility may provide meat processing services, can expand its primary services, and potentially construct auxiliary buildings for the Facility that the Developer may or may not manage. The Facility and auxiliary buildings, function, and operations will collectively be called the "Project."

This Work Scope aims to set forth specific project outcomes, terms, and conditions to be negotiated by the County and Developer relating to the development, design, financing, construction, equipping, management, maintenance, and operation of the Facility. The work scope set forth below and others that remain to be negotiated between the County and the Developer will be incorporated into a written agreement(s) relating to the Project. The negotiation, preparation, execution, and delivery of such agreement(s) (collectively the "Project Agreements") are subject to events and conditions, including the approval of the terms and conditions of the Project Agreements by the Board of County Commissioners of Alachua County (the "Board").

Project Location:

The Project will be located on an approximately ten (10) acre site in the Newberry Environmental Park. The site location is on land currently owned by the City. The County and the City intend to, or have already entered, a long-term agreement to use the site location for the Facility. An anticipated location of the site is depicted in the plan attached as Exhibit A. This is not a formal site plan. The City is the master developer of the Newberry Environmental Park and will provide a shovel-ready site with utilities and a master stormwater system for the Project. 'Shovel-ready' means all infrastructure, environmental clearances, and the Facility's connections on the premises.

'Utilities' means electric, water, sewer, wastewater, and stormwater facilities and excludes roads. The Developer may be responsible for any interior roads, parking, utility connection costs, fees, or taxes related to the construction and operation of the Project.

The Developer acknowledges that the County's review and comment on design and construction documents will not relieve the Developer of any obligation under the Project Agreements.

Deliverables

- A required deliverable by the Developer shall be a 90% construction set of plans and specifications for the Project that have been deemed acceptable by County staff (the "Plans and Specifications"),
- A construction budget representing the Project that can be constructed from the County's \$2.5 million and Developer's contributed funds (the "Budget") for a Guaranteed Maximum Price (the "GMP").
- County staff shall present the Plans and Specifications, Budget, and GMP to the Board of County Commissioners of Alachua County for consideration and approval.
- Nothing herein shall be deemed to obligate or otherwise require the Board of County Commissioners of Alachua County to approve the Plans and Specifications, Budget, or GMP.

Project Description

In addition to the general descriptions above, the Facility must be designed to meet the project deliverables and outcomes but may be scaled in size by the Developer depending on the final availability of funds and the total Project Budget.

Project Outcomes

The Developer is urged to think creatively and create community partnerships for the design and operations of the Project to meet the following County's desired outcomes:

- Local Economies: The Developer will prioritize serving farmer-owned small ranchers as defined by Good Food Purchasing Program (GFPP). Prioritized service will be for animals from within a 100-mile radius of the Facility.
- Nutrition: The Developer will have the expertise to process healthy cuts of meat, such as grass-fed beef, pastured pork, sheep, and goat. The Developer will also offer ranchers various cuts of meat so that customers can choose the best options for their health and dietary needs. No poultry, fowl, or game will be processed at the Facility.
- A Valued Workforce: The Developer will pay its employees a fair wage and provide safe working conditions. The Developer will be subject to E-verify

requirements and Alachua County's Minimum Wage Ordinance requirements. The Facility should also offer benefits to its employees, such as health insurance and retirement plans. The Developer will show how they will cultivate a relationship with UF-IFAS and Santa Fe College to bring on a skilled workforce. All interns or apprentices will be paid unless receiving a degree earning credit for the work.

- Environmental Sustainability: The Developer will use sustainable practices, such as
 using energy-efficient equipment and recycling organic materials for a local
 composting operation. The Developer will also look for ways to utilize the entirety
 of the animal so that there is minimum waste.
- Animal Welfare: The Developer will use Temple Grandin standards for animal treatment. These standards minimize animal stress and suffering during handling and slaughter. The Developer will efficiently and humanely process animals to reduce their stress impacts before slaughter.
- Governing Law. The Developer will be required to be in compliance with all applicable federal, state of Florida, and local laws, rules, ordinances and codes.

The Developer shall indicate how the above outcomes will be modeled in the Project and its operations related to:

- Building Community Involvement with Ranchers and the Agricultural Community
- Creating Partnerships with Institutional Food Purchasers
- Developing Partnerships with NGOs such as the Good Food Purchasing Program, Agricultural Justice Project - Fair Farm/Fair Company, for valued workforce certification
- Continuous Operational Improvement through Certifications, 3rd Party
 Verification, Technical Assistance, and continuous improvement by the Developer
 specifically related to Animal Welfare certifications, such as but not limited to
 institutions like A Greener World.

Project Requirements

The Developer is required to submit a proposal that includes the following:

- A detailed Project plan includes a timeline for the Facility's construction, operation, and maintenance.
- A financial plan that shows how the Project will be funded.
- A marketing plan that shows how the Facility will be marketed to ranchers and consumers.
- A staffing plan that shows how the Facility will be staffed and what qualifications the staff will need.
- A safety plan that shows how the Facility will be operated safely.
- A sustainability plan that shows how the Facility will be operated sustainably.
- An animal welfare plan that shows how the Facility will treat animals humanely.

The Developer will be selected based on the following criteria:

- The quality of the Project plan.
- The financial viability of the Project.
- The marketing plan.
- The staffing plan.
- The safety plan.
- The sustainability plan.
- The animal welfare plan.

Design:

Main Facility

The Project shall be composed of a main meat processing Facility and shall be designed approximately 10,000 square feet focusing on USDA-certified meat processing of cows, pigs, sheep, goats, and other related spaces to be described and developed during the Pre-Development Activities. The constructed Main Facility may be less than 10,000 square feet depending upon available funding, but it must still meet the Board's Project Outcomes. The design of the Facility must anticipate future expansion and service needs such as but not limited to additional refrigeration and meat hanging space.

Auxiliary Buildings

The Project will also include the conceptual location of two auxiliary buildings for future phases of development. The auxiliary buildings are not required to be managed by the Developer. The Developer will not be responsible for the construction or operation of the Auxiliary Buildings, which may be part of future phases of the Project. The County may seek additional funding for the construction of these Auxiliary Building and may engage other entities to manage the operations of these facilities. The purpose of the Auxiliary Buildings is to support Entrepreneurial Food Processing and Meat Processing Workforce Training and Certification. Both locations will be designed with adequate commercial kitchens and dry and cold storage space to serve their independent programmatic needs from the main Facility.

Compliance with Regulatory Requirements

The Developer will fully comply with the USDA and other meat processing oversight agencies and the City and County Code and Design requirements throughout the design and construction of the Project. Any material changes, replacements, or renovations to Project improvements, facilities, or major elements, components, systems, or equipment during the term of the Pre-Development Agreement will be subject to prior approval by the County, which approval shall not be unreasonably withheld.

Developer Team Qualifications and Experience:

- Experience in designing meat processing facilities: The Developer's team should have experience in designing meat processing facilities, including facilities that have obtained USDA certification. They should know industry best practices for food safety, animal welfare, and production efficiency.
- Knowledge of applicable codes and regulations: The Developer's team should thoroughly understand all applicable codes and regulations governing the design and construction of meat processing facilities, including USDA regulations and state and local building codes.
- Expertise in sustainable design: The Developer's team should be knowledgeable about sustainable design principles and practices and should be able to incorporate these into the Facility's design.
- Understanding of budget constraints: The Developer's team should be able to work within the Project's budget constraints and should have experience in designing cost-effective facilities to operate and maintain.
- Familiarity with the local area and ranching communities: The Developer's team should be familiar with the local area and the small ranching community's needs, including any specific considerations related to servicing ranchers from marginalized communities.

The County will request a portfolio of previous work, references, and any relevant certifications or licenses held by the Developer's team to ensure they meet the qualifications listed above.

<u>Facility Design & Quality.</u> The Project improvements shall be built to USDA-certified meat processing facility standards, and Temple Grandin standards for the humane slaughter of animals.

Conceptual Design: Using input from USDA, County consultants, and affiliated stakeholders, the Developer will create a conceptual design for the Facility, including the layout and flow of the processing area, holding pens, kill floor, packaging area, office space, and restrooms. Where practical, design should meet County facility sustainability capital project guidelines such as but not limited to lifecycle analysis, water, and energy usage. The design should locate for future expansion, cold areas storage, education/vocational/entrepreneurship opportunities. The conceptual design shall include budget confirmation of the Project, and the County's contribution to the Project shall be constrained to \$2.5 million.

The Developer will also lay out the Auxiliary Facilities' locations as part of the conceptual design. These Auxiliary Facilities may be designed as standalone or connected spaces to the main Facility. The purpose of the two Auxiliary Facilities is to support Entrepreneurial Food Processing and Meat Processing Workforce Training and Certification. Both locations will be designed with adequate commercial kitchens and dry and cold storage space to serve their independent programmatic needs from the main facility.

Construction Documents: The Developer will prepare detailed construction documents, including plans, elevations, sections, and details, for the entire Project. The documents should

include all necessary information for permitting, bidding, and construction.

Production Facility: The facility must be designed to optimize USDA-certified processing operations and ensure the safe handling of food products. The layout should be organized to facilitate the efficient flow of animals, raw materials, and finished products throughout the facility. The production facility should include but is not limited to:

Animal Receiving and Holding Area: This area should accommodate the safe and humane unloading of animals from trailers, holding, and sorting before processing. This area should have adequate lighting, ventilation, and drainage systems to ensure the safe and humane handling of the animals.

Processing Area: This area should be designed to ensure that all equipment, materials, and personnel are clean, sanitary, and food safe. The design should incorporate stainless steel and other appropriate materials, with equipment and surfaces that are easy to clean and sanitize. This area should be designed to accommodate the equipment for stunning, killing, skinning, evisceration, and the removal of specified risk materials (SRMs).

Cutting and Packaging Area: This area should be designed to provide a controlled environment for meat-cutting packaging, labeling, and the preparation of value-added products. This area should have equipment for cutting, grinding, tenderizing, curing, and smoking meat, such as vacuum sealers, scales, and labeling machines.

Cold Storage: The facility should be designed with adequate cold storage space to accommodate raw materials and finished products at safe temperatures. The design should incorporate a walk-in cooler and freezer with appropriate shelving and racking for the storage of products.

Quality Control and Inspection: The facility should include a designated area for quality control and inspection to ensure that all products meet the USDA and FSIS safety, quality, and labeling guidelines. This area should be designed to allow for visual inspection, microbiological testing, and sample collection as necessary.

Waste Management: The facility should be designed with adequate waste management systems to ensure the safe and hygienic disposal of animals, food, and other waste products. The design should incorporate an area for composting or other waste management processes.

The production facility's design should consider future expansion for additional throughput of processed animals, cold storage, and higher education/vocational opportunities. The facility should also be designed to ensure compliance with all USDA, FSIS, and FDACS regulations and humane handling and slaughter practices.

Mechanical, Electrical, and Plumbing (MEP) Design: Develop MEP systems for the facilities, including refrigeration, ventilation, heating, cooling, lighting, power, and plumbing. The MEP design should meet all applicable codes and regulations, including USDA, FSIS, and FDACS.

Equipment Specification: Specify equipment requirements for the facility, including processing equipment, holding pens, kill floor, packaging equipment, and office equipment. The specifications should be based on best practices for small meat processing facilities and consider

the needs of ranchers from marginalized communities.

Sustainability and Energy Efficiency: Design the facilities to be sustainable and energy-efficient, including the use of renewable energy sources, such as solar PV and or solar thermal, and the implementation of energy-efficient lighting and HVAC systems.

Facility Space Type and Area: A conceptual room schedule with associated square footage and conditioned and unconditioned spaces is included as a reference document in Exhibit B. The Developer is encouraged to submit plans that meet the Board's objectives for the Project while keeping the operation financially sustainable.

Cost Estimating: Develop a cost estimate for the facility's construction and all supporting equipment and recommend cost-saving measures where possible.

Construction Administration: Provide construction administration services, including construction observation, submittal review, and coordination with the contractor.

Commissioning: Provide commissioning services for the facility, including testing and balancing MEP systems and verifying equipment installation and operation.

Training and Support: Provide training and support to the operator and their staff on the use and maintenance of equipment, compliance with regulations, and best practices for humane slaughter and processing.

Reporting: The source of project funds comes from the County and the State of Florida. The Developer will assist the County in all record-keeping and reporting related to any expenditures.

<u>Methodology</u>. The Developer will be responsible for the means, methods, and techniques utilized in the construction of the Project.

<u>Permitting.</u> The Developer will ensure that the planning, design, construction, management, and maintenance of the Project comply with all applicable food safety, meat processing, building codes, regulations, and orders. In consultation with the County's project manager, the Developer will determine the permits and other governmental authorizations and approvals required for the project's design, construction, and operation. The Developer's architect and engineer shall determine the requirements of each permit, authorization, and approval, confer with the appropriate officials, and submit all required information necessary to obtain required permits, authorizations, and approvals from agencies with jurisdiction over the Project.

Project Costs and Financials

The County will contribute \$2,500,000 for the Project's development, design, construction, installation, and equipment, including any required infrastructure. The conceptual total cost for the Main Facility's design and construction is \$5,250,000.

The Developer will be responsible for any budget shortfalls and all cost overruns.

The County will be responsible for all additional costs incurred due to changes initiated by the County.

All Impact Fees, Transportation Mitigation, or other development mitigation fees are to be satisfied as part of the development cost of the Facility and are not an additional responsibility of the County.

Business Plan and Proforma:

The Developer's Business Plan and Proforma will demonstrate the Facility:

- Economic Feasibility, Profitability after a certain time, and Fiscal Sustainability
- Estimated market demand for the services at the Facility, keeping the focus on servicing the surrounding region and Priority Markets.
- Costs of services.
- Estimated Facility Capacity for Processing Multi-species.
- Quality: Define how the Facility will balance its ability to provide quality processing services while maintaining the necessary throughput of product.
- Management: How will the Facility manage workforce attraction and attrition?
- Animal welfare: How will the Facility integrate animal welfare considerations into its costs?

Responsibilities of the Developer

The Developer will be responsible, subject to County oversight and review, for the following:

- Managing the construction and development of the Project by the Contractor. The Contractor is to be selected by the Developer.
- Creating the Facility business plan and pro forma
- Setting rates, fees, and charges for the use of the Facility
- Developing and funding a pre-opening startup budget
- Outreach, marketing, and advertising activities to small regional ranchers, food distributors, restaurants, and other food-related industries
- Maintenance and custodial services
- Equipment maintenance
- Asset management and lifecycle repairs and replacement
- Preparation of an annual operating budget and an annual capital budget, including the establishment of necessary reserves
- Procurement and maintenance of property and liability insurance
- Payment of all operating expenses
- Collaboration with certification and training programs for meat processing
- Collaboration with entrepreneurs and other food-related enterprises to create value-added products.
- Cooperation with an Oversight Committee, if created and as applicable, on all KPIs and performance objectives with associated reporting to the County

The County may create an Oversight Committee (the "Committee") that will have representation from local ranchers, education, workers, food-safety experts, and others to advise the Developer and County regarding opportunities to maximize the success of the Facility and its community benefits, and have other duties as directed by the Alachua County Board of County Commissioners.

The Developer will assist the Committee in its oversight duties and provide operations information as requested by the Committee.

Project Improvements

During the term of the Project Agreements, the Developer will have responsibility for the Project improvements and facilities relating to the use, management, lifecycle maintenance, replacement, repairs, rehabilitation, renovations, and refitting, subject to the terms of the Project Agreements, as applicable.

The Developer will have the right at any time to contract with third parties for the performance of the Developer's work and services relating to the Project's management, maintenance, and repair. The Developer will remain responsible for all work and services, whether self-performed or contracted to a third party.

If the Developer intends to contract with a third party for the management of the Project or the performance of work and services necessary to maintain, repair, and replace the Project's major elements, systems, components, and equipment, the County will have the right, but not the obligation, to review such third-party agreements.

Major Maintenance and Repair

The Developer will be responsible for the performance of all maintenance, repair, rehabilitation, and replacement of all structural elements, systems, components, major equipment, fixtures, and furniture of the Project.

The Developer will create a capital repair and replacement plan, budget, and schedule for consideration by the County, which describes all such elements, systems, components, equipment, fixtures, and furniture which are the subject of programmed maintenance, repair, and replacement, together with a description of the useful life and residual life of such elements and items and the nature, scope, timing, and cost of foreseeable future repairs, replacements and capital improvements through the term of the Operating Agreement.

Repair and Replacement Fund

To ensure funding to perform all capital assets repair and replacement work, the Developer shall, on an annual basis, deposit funds into repair and replacement cost reserves to be utilized solely to fund such work. Funding of the reserves shall be maintained at adequate levels, established pursuant to an agreed methodology related to the life cycle periods for asset classes, to assure the availability of funds to maintain all portions of the Project in a safe, secure, sustainable, and first-class manner. The Developer will deposit a minimum annual amount of not less than 1% in year

one, 2% in year two, 3% in year three, and 4% in the remaining years of the gross revenues into the facilities' repair and replacement cost reserve fund. During the term of the Project Agreements, deposits into the reserve funds will be in amounts adequate for the maintenance and repair of the facilities based on factors including the selected construction method, materials, equipment, systems, life-cycle repair, and replacement program.

<u>Performance Indicators</u>. The Project Agreements will set forth the standards of performance for the conduct of management, maintenance and repair, and customer service activities at the Project.

- Project throughput for multi-species: The number of animals processed at the facility each year. This indicator will measure the success of the Facility in meeting the needs of small regional ranchers.
- Level of marketing or advertising designed to increase small regional ranch business activity: The number of people reached by marketing and advertising efforts and the increase in business activity for small regional ranchers because of these efforts. This indicator will measure the success of the Facility in promoting local food production.
- Value-added products in association with entrepreneurs: The number of valueadded products developed in collaboration with entrepreneurs and the revenue generated from these products. This indicator will measure the success of the Facility in creating new economic opportunities for small businesses.
- Number of certified and trained meat processors because of collaboration with institutions of higher learning: The number of people certified and trained to process meat because of collaboration with institutions of higher learning. This indicator will measure the success of the Facility in improving the skills and knowledge of meat processors in the region.
- Project financial performance: The revenue generated by the Facility, the expenses incurred by the Facility, and the net profit or loss of the Facility. This indicator will measure the financial success of the Facility.
- Project condition and budget compliance: The condition of the Facility, the amount
 of money spent on maintenance and repairs, and the compliance of the facility
 with all applicable codes and regulations. This indicator will measure the success
 of the Facility in maintaining its operational capacity.

^{**} This Scope of Work is a draft, and its provisions are subject to a separate approval by the Board of County Commissioners of Alachua County and the City of Newberry of an agreement regarding the meat processing facility to be located at the Newberry Environmental Park. In the event that a condition or provision of this Scope conflicts with the agreement between the County and the City regarding the Facility, the terms of such agreement will prevail over this draft scope. County staff may modify this draft Scope of Work, without the necessity of further approval of the Board, in order to be consistent with terms, definitions, uses, size, and conditions agreed to by the County and the City regarding the Facility.

Exhibit A
Site
Location





Meat Processing Facility (MPF) Total Footprint (10 acres)

Exhibit B Facility Space Type and Estimated Area

Space Allocation	Space Type	Est SF
Total Floor Area		9,760
Under Roof -Unconditioned		
Total		3,000
Under Roof -Conditioned		
Total		6,760
Under Roof -Conditioned	Office	300
Under Roof -Conditioned	Dry Storage	200
	Breakroom, Bathroom Locker-Shower	
Under Roof -Conditioned	Area	400
Under Roof -Conditioned	Kill Floor	350
Under Roof -Conditioned	Smoke and Sausage	400
Under Roof -Conditioned	Commercial Kitchen	500
Under Roof -Conditioned	Curing Room	120
Under Roof -Conditioned	Cold Room - Custom Processing Area	300
	Meeting/Teaching Space/Multi-	
Under Roof -Conditioned	Purpose	2,000
Under Roof -Conditioned	Public Bathrooms	120
Under Roof -Conditioned	Mechanical Room	300
Under Roof -Conditioned	Janitorial & Utility Space	200
Under Roof -Conditioned	Pre Cool & Hanging	150
Under Roof -Conditioned	Holding Cold Storage	300
Under Roof -Conditioned	Finished Product Storage	120
Under Roof -Conditioned	Freezer/Blast Freezer Storage	700
Under Roof -Conditioned	Interior Refrigerated Waste Storage	200
Under Roof -Conditioned	Hide Storage Area	100
Under Roof -Unconditioned	Warehouse/Loading Dock	TBD
Other	Parking	TBD
Under Roof -Unconditioned	Animal Unloading Covered Pens	3,000