

**CONTINUING SERVICES AGREEMENT WITH
NEW VENTURE ADVISORS LLC , NO. 14269**

This Continuing Services Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and New Venture Advisors LLC, an Foreign Limited Liability Company which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County publicly issued a Request for Proposal (RFP) #24-465 seeking qualified firms or individuals to provide Program Manager Services for Alachua County's Fresh Food Pathways Program.; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as top ranked entity in the solicitation process; and

WHEREAS, the Contractor is willing to provide the work and services to the County; and

WHEREAS, the County desires to engage Contractor to provide the work and services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Contractor agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein.
2. **Scope**. In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and develop a framework for a Food Hub that will primarily sell local food to institutional food purchasers while serving economically challenged and marginalized communities lacking access to local, fresh, healthy, and affordable food in Alachua County, as more particularly described in the Scope of Services attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term**. This Agreement is effective upon execution by both Parties and continues until the completion of the Services as described in Exhibit 1.
4. **Qualifications**. By executing this Agreement, Contractor makes the following representations to County:
 - A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
 - B. Contractor will assure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactory. Contractor will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed.
 - C. Professional will coordinate, cooperate, and work with any other consultants and contractors retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining other professionals for similar or same Services or from independently performing the Services provided under this Agreement on its own.
5. **Payment**.

- A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services required will not exceed 962,000 (\$) (“NTE amount”).
- B. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Services rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Economic Development
Second Floor, County Manager's Office
12 SE 1st Street
Gainesville, FL 32601

- C. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
 - D. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
 - E. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners (“Board”). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
 - F. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.
7. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit “3”** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit “3-A”**.

8. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended.

9. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed pursuant to this Agreement are ‘Covered Services’, as defined under the Alachua County Government Minimum Wage Ordinance (“Wage Ordinance”), then during the term of this Agreement and any renewals, Contractor shall pay its ‘Covered Employees’, as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage (“Minimum Wage”), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit “4”**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessity of amendment to this Agreement:

\$18.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour \$20.00 per hour without health benefits

If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

Should this section be or become invalid or unenforceable during the term of this Agreement, then such will be severed from this Agreement, and this shall not affect the other sections and remaining terms and conditions of this Agreement.

12. **Default and Termination.**

- A. **Termination for Default:** The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by

Contractor.

- C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft. In the event of termination, Contractor's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

13. **Indemnification**. CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CONTRACTOR'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. **Notice**. Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

New Venture Advisors LLC
2550 N Lakeview Ave #N1404
Chicago, IL 60614

To County:

Economic Development
Second Floor, County Manager's Office
12 SE 1st Street
Gainesville, FL 32601
smclendon@alachuacounty.us

cc: With a copy electronically sent to:
Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

15. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties

imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Contractor's Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Contractor. In no event shall the

Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Contractor will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Contractor is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Contractor is not familiar with laws, ordinances, rules and regulations, Contractor remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

E-Verify. Pursuant to F.S. sec. 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of the Agreement. Contractor shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and the contractor (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

J. Conflict of Interest. Contractor warrants that neither Contractor nor any of Contractor's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

K. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

L. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

M. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

N. Collusion. By signing this Agreement, Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

O. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

P. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

Q. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

R. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: Alachua County, Florida, through its representative who is authorized to sign, and by Contractor, through its duly authorized representative.

CONTRACTOR

By: Kathryn Nyquist
Print: Kathryn Nyquist
Title: Principal
Date: October 15, 2024

ALACHUA COUNTY, FLORIDA

By: _____
Mary C. Alford, Chair
Board of County Commissioners
Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Exhibit 1: Scope of Services

Project Name:	Alachua County Fresh Food Pathways Project
Description:	Alachua County is developing a Plan to create a successful Food Hub that benefits the community, local farmers, and institutional food purchasers. The Fresh Food Pathways project is based on previous efforts to map and respond to emergency food needs during COVID-19, an institutional commitment to Good Food Purchasing Program standards, and the County Commission’s FY 2022 Strategic Guide. The project aims to address the root cause of issues and inequities in the food system by bolstering the local food system to increase community engagement, control, and health. One way is by creating an Aggregation and Distribution Center for local, nutritious, and sustainably sourced food.
Assignment:	Develop a community engagement plan, market analysis, and business plan that will result in a successful food hub to benefit the community, local farmers, and institutional food purchasers that builds upon the County’s and community’s commitment to the Good Food Purchasing Program standards. Conduct pilot projects with various community and non-profit groups to show proof of concepts, build community support, and provide food for low-income and marginalized communities. The final products of the agreement will position the County to apply for grants to build and or operate the food hub.
Work Schedule:	The project will begin in Q4 2024 and will require 30 months to complete. Community engagement will be led by a local subcontractor to the Contractor.
Description of Services:	According to the Work Plan below, “CONTRACTOR” refers to the Contractor and subcontractors, and “Project Team” refers to the County and others engaged by and overseen by the County to participate in the project.

Work Plan

I. Market Analysis

a. Initiation

Hold a kickoff call with County staff to discuss project goals, team roles, work plan, and timing. Review the issues faced by stakeholders and the underlying hypothesis for the study. Review available grant opportunities related to food hub creation. Identify 1-2 people from each stakeholder group for preliminary

interviews. Form an Advisory Group to provide input and outreach support throughout the project. Refine the work plan, create a project management plan, and refine the contract timeline with additional details that will be kept updated throughout the project, along with regular performance reports to County staff.

b. Market Analysis

Perform secondary research on the food landscape, including supply, demand, current infrastructure, competition, institutional food purchasers, regional workforce and demographics, etc. Review prior food system studies and other market and industry sources. Create several GIS maps to demonstrate the location of assets, flows of goods, and relationships among participants in the food system. Synthesize findings to identify themes and prioritize areas for exploration. Review with the Project Team and Advisors, finalize the research plan and develop a community engagement plan to gain deeper insights through broad-based primary research, using the asset map to guide outreach. Engage Advisory Group to encourage participation from people in their programs and networks.

Develop research instruments. Such include surveys and interview guides for small-scale agricultural producers, food makers, institutional, retail, and wholesale buyers, community members, and other food system stakeholders. Develop an outreach plan, beta test, translate, and field surveys. Conduct interviews and small group meetings with members of the regional food system and small business ecosystem, such as rural and urban farmers, farm service organizations, food business owners, municipal agencies, nonprofit and community leaders, elected officials, academic institutions, civic groups, and foundations. Tour sites around the region for potential pilot project locations and a full-scale food hub. Align these efforts to established institutional commitments to Good Food Purchasing Program or similar standards as practiced in Alachua County Florida.

Finalize the food system landscape analysis and synthesize the market research to draw implications for the food hub. Identify potential pilot projects to test various food hub operating model aspects. Review with the Project Team and Advisors.

II. Operating Model & Pilot Projects

a. Operating Model Development

Based on market analysis findings, recommend a range of operating models for the facility. Use case studies to bring these models to life. Discuss with the Project Team and Advisors and narrow to a set of concept models to pursue further.

Prepare a summary of the market analysis findings and concepts for the operating model and pilot projects to share with the community and gather input. The operating model may include:

- Combination of components most desired by stakeholders
- Their transactional and programmatic interactions
- Probable size and scale
- Potential anchor tenants
- Key users, suppliers, buyers
- Key collaborators and partners
- Ownership and governance structure
- Product and service offerings by market segment
- Desired programming for food justice partners
- Revenue model

b. Community Concept Workshops

Invite all study participants and members of the community to a convening of stakeholders to gain their input on the findings to date. The stakeholder groups should draw from the community groups referenced in the RFP such as but not limited to:

1. food as medicine programs,
2. food system entrepreneurial economic development, vocational assistance programs,
3. small farmer assistance,
4. farm worker advocacy,
5. food education programs,
6. community garden organizers,
7. food donation services,
8. community education programs, and
9. community resilience and health
10. Child, youth, young adult, adult, and elder food-based projects.

This meeting may be a group discussion about the market analysis findings followed by breakouts to workshop ideas within user groups. These are held in the evenings over 1-2 days, and participants are provided with stipends for their time. Childcare and a light meal are also provided, and interpreters are present where needed to encourage diverse attendance.

c. Operating Model Refinement and Pilot Project Plan

Meet with the Project Team and Advisors to discuss stakeholder feedback, refine the operating model, and narrow in on a set of pilot projects for proof of concept. Follow up with potential pilot project teams to discuss how the projects could be implemented and measured on a test basis and ways to mitigate any negative

impacts on beneficiaries caused by the short-term nature of the programs. Update the pilot project plan and budget and review them with the Project Team and Advisors. The pilot project plan will also include the holiday food distribution programs and meet the budget allocation requirement of $\leq 20\%$ toward emergency food donations.

d. Pilot Project Implementation

Define the parameters of each pilot project, the number of families served and other community benefits, how outcomes will be measured, how funds will be used and disbursed, and how performance will be verified. The Contractor shall subcontract or procure the services with each participant accordingly. Design tools to measure impact and performance. Throughout the pilot projects, assist sub-awardees in using the tools, troubleshooting issues, and adapting the program in response to what is being learned. Projects will run for several months to enable good learning for the food hub and to provide good benefits to program partners and their recipients. The Contractor is responsible for establishing timelines for the formal evaluation of the pilot projects and gathering that information in a timely manner to inform the food hub operating model.

III. Food Hub Design

a. Operating Model Finalization

Compile findings from the pilot projects and update the operating model based on results. This will include recommendations for using existing and new facilities in the food hub model. Meet with the Project Team and Advisors to review the findings and agree to a narrow range of options to advance. Present mid-project report to the Board of County Commissioners.

b. Site Assessment

Discuss space and structural requirements with any potential anchors identified through the pilot projects. Define the specifications for sites and facilities to support the food hub model. Assist the County in issuing any request for interest (RFI) or related procurement instruments to project participants and commercial real estate brokers to identify locations for the food hub. Evaluate the sites submitted and present recommendations to the Project Team and Advisors. Agree to conceptual location/s for the food hub operating model.

c. Facility Design

Build capacity models, develop site plan, design building program and render a diagrammatic floor plan of the facility/s and potential expansions in later phases of development. Review with Project Team, Advisors, and any potential anchor tenants. Revise as necessary and reference available federal and state grants to ensure alignment with their funding requirements.

d. Financial Analysis

Develop preliminary financials based on operating model and building program. Estimate construction costs, startup expenses, operating costs and break-even / steady state economics. Analyze potential lease rates for anchor tenants and rental rates for hourly users, as appropriate. Cost model includes all data required for IMPLAN analysis.

e. Community Design Charrette

Create materials to share the recommendations for the food hub with the community. Conduct design charrettes, allowing all community members to provide feedback on the model, programming, design, location, and lease/rental rates and generate new ideas for the food hub. These events will be hosted similarly to the community concept model workshops earlier.

f. Recommendations

Develop a complete draft of the operating model, facility design, and financial analysis, with supporting findings from market research and community input. Demonstrate the impact of various financing structures, provide a list of potential sources of capital, and create a funding development plan to guide fundraising and state/federal grant writing efforts to support the facility's construction and operation.

g. Go/No-Go Decision

Provide a risk assessment and economic impact analysis in IMPLAN for the proposed project, coordinating with UF IFAS to review inputs and analysis. Review with the Project Team and Advisors to determine the direction forward. Present (virtually) a mid-project report to the Board of County Commissioners.

IV. Business Plan & Final Report

a. **Business Plan**

If a go, complete a model business plan that the County can use to evaluate potential operators. The model plan will reflect the community's strategic vision for the food hub and focus on the elements requested in RFP Section 5.8-K-3-4, including 10-year proforma P&L projections.

b. **Operator Search Process**

Provide a methodology for the operator search and selection process. This will be summarized in the final report along with an RFP or RFQ that the County can issue to solicit interest.

c. **Development Plan**

If a facility is part of the food hub model, prepare a roadmap for development delineating milestones, timing, and roles to build a food hub facility within 5 years. This could include continuing pilot projects to develop individual businesses, state/federal grants, and programs to bolster the regional food system as the physical food hub is developed.

d. **Community Engagement Plan**

Based on learning from the feasibility study process, recommend a plan for the food hub operator to continue learning from the community about how its programs, products, and services are meeting needs and how those needs are changing in response to the food hub's good work. This can include resources for hiring from the community and partnering with organizations for mentoring, training, and development.

e. **Compilation**

Compile this material into a summary report to share with the community. Create a mechanism to simplify gathering feedback, such as a short survey. Review with the Project Team and Advisors, revise, and circulate the draft report for public comment. Discuss feedback with the Project Team and Advisors and revise project materials based on it.

f. **Feasibility Study Finalization**

Capture all inputs, analysis, decisions, and strategies from the study in a professional, final report. Prepare an executive summary to present (virtually) to the Board of County Commissioners and a web-based version, such as an ArcGIS StoryMap, to share with the public.

County Staff Role

Organize a Project Team that will engage in the study. Agree to goals and decision-making process. Provide contacts for primary research, make introductions, and support survey outreach. Attend periodic project management conference calls with CONTRACTOR and project partners. Participate with the Advisory Group in making go/no-go decisions.

Deliverables

The Contractor shall provide a series of deliverables to support the development of a comprehensive Food Hub plan for Alachua County. These deliverables are designed to provide a thorough understanding of the local food system, identify community needs and preferences, develop feasible operating models, and create a robust business plan for the food hub.

The Contractor will conduct extensive market research, including community engagement activities, to inform the development of the food hub concept. This will be followed by the design of pilot projects to test various operating models and gather critical feedback. Based on these findings, the Contractor will develop a detailed food hub design, including facility requirements, financial projections, and a comprehensive business plan.

Throughout the project, the Contractor will maintain open communication with the County through regular progress reports and a mid-project presentation to the Board of County Commissioners. The final deliverable will be a comprehensive report outlining the recommended food hub model, implementation plan, and strategies for long-term success.

Success will be measured through a combination of quantitative and qualitative metrics, including participant engagement, program impact, financial performance, and community satisfaction.

The following list of deliverables summarizes the Contractor's overall expectations for the project. The detailed work plan language above provides comprehensive guidance for each deliverable, including specific tasks, timelines, and performance metrics.

Contractor Deliverables with Mid-Project and Final Report Requirements

I. Market Analysis

- **Deliverable 1.1:** Project Initiation Plan (Months 1-2)
 - Develop a comprehensive project plan outlining project scope, goals, objectives, timeline, resource allocation, communication plan, and risk management strategy.
- **Deliverable 1.2:** Food System Landscape Analysis (Months 2-7)

- Conduct a comprehensive assessment of existing food production, distribution, and consumption patterns, identify key stakeholders, analyze supply chain gaps, and perform a SWOT analysis.
- **Deliverable 1.3: Community Engagement Plan (Months 2-3)**
 - Develop a detailed plan outlining target audience, data collection methods (surveys, interviews, focus groups), sampling methodology, data analysis plan, and communication strategy, **including metrics for measuring participant engagement and satisfaction.**
- **Deliverable 1.4: Market Research Report (Months 4-8)**
 - Produce a comprehensive report including detailed market segmentation, consumer behavior analysis, competitive landscape assessment, demand forecasting, and identification of potential market opportunities and challenges.

II. Operating Model & Pilot Projects

- **Deliverable 2.1: Initial Operating Model Concepts (Months 9-10)**
 - Develop various food hub models (aggregation and distribution, processing, retail, etc.), revenue generation strategies, partnership opportunities, and preliminary financial projections.
- **Deliverable 2.2: Community Concept Workshop Summary (Month 11)**
 - Conduct and document key themes, identified needs, priorities, and potential partnerships emerging from community engagement, **including metrics for participant attendance, diversity of participants, and quality of feedback.**
- **Deliverable 2.3: Refined Operating Model and Pilot Project Plan (Months 12-14)**
 - Develop a detailed plan outlining the selected operating model, pilot project objectives, performance indicators, budget allocation, payment schedule, and implementation timeline, **including specific metrics for measuring pilot project success and documentation required for payment.**
- **Deliverable 2.4: Pilot Project Implementation Reports (Month 19)**
 - Produce regular reports on pilot project progress, data collection and analysis, evaluation of outcomes, and recommendations for scaling up successful initiatives, **including metrics for measuring participant satisfaction, program impact, and cost-effectiveness.** (Number of reports to be determined based on the number of pilot projects)

III. Food Hub Design

- **Deliverable 3.1: Updated Operating Model (Months 20-21)**
 - Incorporate pilot project findings, revise revenue projections, and refine the value proposition.
- **Deliverable 3.2: Site Selection Criteria (Month 21)**

- Develop detailed criteria for site selection, including location analysis, infrastructure requirements, zoning regulations, and cost-benefit analysis.
- **Deliverable 3.3: Preliminary Food Hub Facility Design (Month 23)**
 - Create detailed floor plans, equipment specifications, capacity assessment, and energy efficiency considerations.
- **Deliverable 3.4: Financial Analysis (Month 24)**
 - Develop comprehensive revenue and expense projections, cash flow analysis, sensitivity analysis, and return on investment calculations.
- **Deliverable 3.5: Community Design Charrette Summary (Month 25)**
 - Conduct and document community feedback on facility design, services, and amenities, **including metrics for participant attendance and quality of feedback.**
- **Deliverable 3.6: Draft Food Hub Feasibility Report (Month 26)**
 - Develop a comprehensive feasibility report including executive summary, market analysis, operating plan, financial projections, organizational structure, and management plan.
- **Deliverable 3.7: Risk Assessment and Mitigation Plan (Month 26)**
 - Identify potential risks, their impact, and develop strategies to minimize their occurrence.
- **Deliverable 3.8: Mid-Project Report to Board of County Commissioners (Month 26)**
 - Present a comprehensive overview of project progress, key findings, challenges, and recommendations. Presentation by Contractor will be virtual.

IV. Business Plan & Final Report

- **Deliverable 4.1: Model Business Plan (Months 27-28)**
 - Compile a model business plan with detailed financial projections, marketing and sales strategy, operational plan, human resources plan, and legal and regulatory compliance.
- **Deliverable 4.2: Operator Selection Criteria (Months 27-28)**
 - Develop evaluation criteria, selection process, and contract terms for a food hub operator.
- **Deliverable 4.3: Food Hub Development Roadmap (Months 27-28)**
 - Create a phased development plan, including timeline, funding strategies, and partnership opportunities.
- **Deliverable 4.4: Community Engagement Framework (Months 27-28)**
 - Develop an ongoing engagement strategy, communication channels, and feedback mechanisms, **including metrics for measuring community engagement and satisfaction.**
- **Deliverable 4.5: Draft Final Report (Month 29)**

- Summarize project findings, key recommendations, and next steps.
- **Deliverable 4.6: Final Report (Month 30)**
 - Produce the final report, including executive summary, detailed findings, recommendations, and supporting documentation.

Timeline

To be supplied by the Contractor

<u>Deliverable</u>	<u>Estimated Completion</u>
Deliverable 1.1: Project Initiation Plan	Month 2
Deliverable 1.2: Food System Landscape Analysis	Month 7
Deliverable 1.3: Community Engagement Plan	Month 3
Deliverable 1.4: Market Research Report	Month 8
Deliverable 2.1: Initial Operating Model Concepts	Month 10
Deliverable 2.2: Community Concept Workshop Summary	Month 11
Deliverable 2.3: Refined Operating Model and Pilot Project Plan	Month 12
Deliverable 2.4: Pilot Project Implementation Reports	Month 19
Deliverable 3.1: Updated Operating Model	Month 21
Deliverable 3.2: Site Selection Criteria	Month 22
Deliverable 3.3: Preliminary Food Hub Facility Design	Month 23
Deliverable 3.4: Financial Analysis	Month 24
Deliverable 3.5: Community Design Charrette Summary	Month 25
Deliverable 3.6: Comprehensive Food Hub Feasibility Report	Month 26
Deliverable 3.7: Risk Assessment and Mitigation Plan	Month 26
Deliverable 3.8: Mid-Project Report to Board of County Commissioners	Month 26
Deliverable 4.1: Model Business Plan	Month 28
Deliverable 4.2: Operator Selection Criteria	Month 28
Deliverable 4.3: Food Hub Development Roadmap	Month 28
Deliverable 4.4: Community Engagement Framework	Month 28
Deliverable 4.5: Draft Final Report	Month 29
Deliverable 4.6: Final Report	Month 30

Exhibit 2: Rate Schedule

<u>Deliverable</u>	<u>Column A Estimated Fees</u>	<u>Column B Estimated Expenses</u>
Deliverable 1.1: Project Initiation Plan	\$86,300	
Deliverable 1.2: Food System Landscape Analysis	\$10,600	
Deliverable 1.3: Community Engagement Plan	\$30,400	\$61,500
Deliverable 1.4: Market Research Report	\$47,600	
Deliverable 2.1: Initial Operating Model Concepts	\$12,500	
Deliverable 2.2: Community Concept Workshop Summary	\$18,900	
Deliverable 2.3: Refined Operating Model and Pilot Project Plan	\$103,500	\$390,420
Deliverable 2.4: Pilot Project Implementation Reports	\$14,500	
Deliverable 3.1: Updated Operating Model	\$13,400	
Deliverable 3.2: Site Selection Criteria	\$3,900	
Deliverable 3.3: Preliminary Food Hub Facility Design	\$7,200	
Deliverable 3.4: Financial Analysis	\$12,300	
Deliverable 3.5: Community Design Charrette Summary	\$32,500	\$12,580
Deliverable 3.6: Comprehensive Food Hub Feasibility Report	\$29,300	
Deliverable 3.7: Risk Assessment and Mitigation Plan	\$1,600	
Deliverable 3.8: Mid-Project Report to Board of County Commissioners	\$9,000	
Deliverable 4.1: Model Business Plan	\$18,800	
Deliverable 4.2: Operator Selection Criteria	\$1,500	
Deliverable 4.3: Food Hub Development Roadmap	\$3,800	
Deliverable 4.4: Community Engagement Framework	\$900	
Deliverable 4.5: Draft Final Report	\$25,300	\$1,200
Deliverable 4.6: Final Report	<u>\$12,500</u>	<hr/>
SUB TOTALS (Columns A & B)	\$496,300	\$465,700

Total Contract Estimated Fees (Column A) + Expenses (Column B): **\$962,000**

Estimated Fees include Contractor and local subcontractor services to complete deliverables including economy class travel expenses for 2-3 staff to travel to Alachua County 3 times to conduct site visits, participate in small group meetings, lead community concept workshops, and lead community design charrettes.

Reimbursable expenses, if approved in writing in advance, will be paid by the County to the Professional for the following services or costs outlined below. The Professional will invoice for reimbursable services or costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation.

Expenses for travel when traveling in connection with provision of services under this Agreement in accordance with the provisions of §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.

Actual expense of reproductions, postage and handling of drawings and specifications postage-actual cost;

If authorized in writing in advance by the County's representative, the cost of other expenditures made in the interest of the work effort.

Estimated Expenses include the following expense categories. County acknowledges that a portion of outreach expenses and subawards will be invoiced and collected upfront and reconciled after performance with written verification of each recipient, their role, and the amount distributed. This will enable Contractor to provide stipends immediately to participants at the end of each meeting and provide advances to subaward recipients to 1) procure insurance that meets County Insurance Requirements, and 2) cover expenses for labor, equipment, and goods needed to carry out the Pilot Project Plan.

<u>Expense Categories</u>	<u>Estimated Expenses</u>
Community Outreach Expenses - Stipends of \$200/meeting for Advisory Team members, \$50/hour for community meeting participants and childcare providers, and \$60/hour to \$300/session for meeting interpreters; fees for survey translation services; and expenses for small group and community meetings (local mileage, room rental, materials, catering)	\$90,700
Subawards for pilot projects and holiday food giveaways	\$375,000
TOTAL	\$465,700

Exhibit 3: Insurance Requirements

**TYPE “A” INSURANCE
REQUIREMENTS “ARTISAN
CONTRACTORS / SERVICE CONTACTS”**

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for

actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of

County, 12 SE First Street, Gainesville FL, 32601

Commissioners MAIL, EMAIL or FAX CERTIFICATES

Exhibit 3-A: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007 FAX (A/C. No.):	
	E-MAIL ADDRESS: contact@hiscox.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hiscox Insurance Company Inc	10200	
INSURED New Venture Advisors 2550 N Lakeview Ave Unit N1404 Chicago, IL 60614	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	P102.491.312.3	03/09/2024	03/09/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		P102.491.256.3	03/09/2024	03/09/2025	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Alachua County Board of County Commissioners, its officials, employees, and volunteers are to be covered as an Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

Alachua County Board of County Commissioners
 12 SE First Street
 Gainesville, FL 32601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

Contact Title: #14269 Continuing Services Agreement with New Venture Advisors LLC

Contract or Bid/RFP #: 14269

The undersigned, who is authorized on behalf of the Contractor, certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

New Venture Advisors LLC
2550 N Lakeview Ave #N1404
Chicago, IL 60614

Kathy Nyquist
<knyquist@newventureadvisors.net>

CONTRACTOR

By: 

Print: Kathryn Nyquist

Title: Principal

Date: October 15, 2024