

**AGREEMENT BETWEEN
ALACHUA COUNTY, FLORIDA &
WORKING FOOD INC. NO. 13898**

THIS AGREEMENT ("Agreement") is made by and between Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County"), and Forage, Inc. doing business as Working Food Inc., a Florida not for profit corporation ("WORKING FOOD"). The County and WORKING FOOD are collectively hereinafter referred to as the "Parties."

WITNESSETH

WHEREAS, the coronavirus disease (COVID-19) caused a severe, intertwined public health and economic crises; and

WHEREAS, the COVID-19 pandemic resulted in unemployment, increased food, and housing insecurities, and negative impacts on businesses, households, and our community; and

WHEREAS, the pandemic burdens households with food insecurity, issues with food and food production, and negative impacts on food-based businesses; and

WHEREAS, on December 6, 2012, the Board heard a proposal on a food system workforce development and jobs pipeline for disadvantaged communities and directed an agreement be made with a non-profit entity able to meet the project requirements; and

WHEREAS, WORKING FOOD is willing and able to provide such projects and programs; and

WHEREAS, WORKING FOOD is a not-for-profit corporation that works with governmental entities, food-based businesses, and members of the community to provide support, education, and stewardship related to food systems; and

WHEREAS, WORKING FOOD's programs provide or lead to nutrition and food assistance to individuals, households, and businesses who were impacted by the pandemic; and

WHEREAS, for the reasons stated above, the Board finds the disbursement of funding to Working Food will act as a response to the negative impacts economic impacts of the pandemic, will provide assistance to disadvantaged communities and provide, and will provide a form of government service benefiting Alachua County and its residents; and

WHEREAS, WORKING FOOD and the County desire to enter into this Agreement to clarify the services and disbursement of funding; and

WHEREAS, entry of this Agreement serves a public purpose.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, Alachua County and WORKING FOOD enter this Agreement and agree as follows:

1. **Recitals**. The foregoing recitals are correct and are incorporated herein.
2. **Term**. This Agreement shall become effective upon the date of execution of the last Party to this Agreement ("effective date") and will remain in effect for a period of three (3) years from

the effective date unless earlier terminated. This Agreement may be further amended upon separate written amendment signed by the Parties.

3. **Agreement.**

- A. **Scope of Services:** In accordance with the terms and conditions of this Agreement, WORKING FOOD will utilize the funds referenced in section 4 ("Funds") to continue or to establish a Food System Workforce Development and Jobs Pipeline Program to be located in Alachua County, Florida (the "Program"). The Parties agree that WORKING FOOD, or its authorized assignees or agent, shall utilize the Funds for the Program to serve the Alachua County community, as described in **Attachment "A"** attached hereto and incorporated herein ("Services"). The Parties agree that the Services listed in Attachment A attached hereto will not be modified unless both the Parties sign a written, separate document.
- B. **Employment:** Entry of this Agreement places no obligation on the County to hire, supervise, direct, control, operate, maintain, insure, or provide benefits to the employees, volunteers, agents, and assigns of WORKING FOOD. No employees, volunteers, agents or assigns of WORKING FOOD will be held to be an employee, volunteer, officer, subcontractor, or agent of the County. The WORKING FOOD has no authority under this Agreement to hold itself out as authorized to act on behalf of the County.
- C. **Operations:** WORKING FOOD 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. Entry of this Agreement places no obligation on the County to operate, run, maintain, insure, or defend the WORKING FOOD or the Program, as this shall be the sole entity responsible of WORKING FOOD.

4. **Funding Agreement.**

- A. **Funds.** In consideration of WORKING FOOD providing the Services described herein, the County agrees to provide WORKING FOOD an amount not to exceed **\$250,000.00** during the term of this Agreement ("Funds"). A Budget for the Project has been reviewed and approved by the Parties, a copy of which is attached hereto as **Attachment "B."** Any request for modification of the Budget attached hereto as Attachment B will be sent in writing from WORKING FOOD to the County and is subject to the approval of the Board of County Commissioners by separate amendment to this Agreement.
- B. **Timing and Reporting.** WORKING FOOD will comply with the timing requirements imposed on the Funds. WORKING FOOD will comply with reporting and compliance requirements as directed, required, and requested by Alachua County during the term of this Agreement, whether or not such is expressly provided herein.
- C. **Eligible Uses.** WORKING FOOD shall ensure that the funding request(s) to the County and the expenditure of such Funds are for eligible uses as stated in federal rules, regulations, laws, and guidance in effect on the effective date of this Agreement or as may be amended during the term of this Agreement. WORKING FOOD will provide the County, upon request, data, evidence, and supporting documentation regarding the

use of the Funds. If requested, WORKING FOOD will provide a list to the County of expenditures on any invoice and backup documents to support that use of the funds. WORKING FOOD will implement internal controls and monitoring to ensure compliance with the County's rules, regulations, and guidance.

- D. Allocation. The Parties agree that this Agreement is not a commitment of future appropriations.
- E. Funding Restrictions. Related to the Funds, WORKING FOOD will comply with County's funding restrictions. At no time will any part or dollar of Funds from the County to WORKING FOOD be used for or deposited into a pension fund, service debt, replenishing financial reserves, lobbying, satisfaction of settlements or judgments or consent decree or judicially confirmed debt or a non-Federal match, where prohibited. No part of the Funding disbursed to WORKING FOOD, by way of this Agreement, shall be used for a task or project that conflicts with or contravenes the purpose of the County's rules and guidance, and the Funds may not be used in violation of the award terms and conditions or conflict of interest requirements.

5. Payment Requests

- A. Payments made under this Agreement to WORKING FOOD from the County will be on a reimbursement basis. WORKING FOOD may submit monthly reimbursement payment request per the budgeted line items in Attachment "B", attached hereto. The requests shall be presented in a format that summarizes the budgeted line items amount requested with the total amount billed. The line items for reimbursement will include backup documentation, including receipts for supplies, materials, and payment to employees or subcontractors. In order to obtain reimbursement payments, WORKING FOOD will submit written reports as requests for payments to:
 Alachua County Office of Sustainability, Equity,
 & Economic Development Strategies
 12 SE 1st Street
 Gainesville, FL 32601
- B. Upon receipt by the County of such Funding and the proper supporting documentation from WORKING FOOD to the County with each request, payment by the County of the Funds to WORKING FOOD shall be made within thirty (30) days after WORKING FOOD submits a payment request. The County may deny a request for payment, in whole or in part, if the County determines that an expenditure does not comply with or is not eligible under the terms of this Agreement, including its attachments. WORKING FOOD is liable for re-payment to the County of any Funds provided to WORKING FOOD if the County finds any representation or supporting documentation false, misleading, ineligible, or not in compliance with the terms of this Agreement.
- C. As part of the monthly reimbursement request, WORKING FOOD will need to submit pertinent summary report documentation according to this section. Summary documentation may be a one-page narrative with numerical, pictures, and links to video formats to illustrate progress toward program outcomes per the reimbursement application.

- D. Before the final reimbursement is paid, a summary report and presentation on the program outcomes shall be made to the Board of County Commissioners by WORKING FOOD.

6. **Performance Monitoring.** The Parties agree that during the term of this Agreement, authorized employees of the County will coordinate and inquire with WORKING FOOD for monitoring or inspecting that: (i) the Services are being provided or completed, (ii) the status of the completion of the goal(s) presented in Attachment "A", and/or (iii) the purpose of this Agreement is being met.

7. **Assurances and Termination.**

- A. *Termination for Default:* If during the term of this Agreement, WORKING FOOD (1) violates any term or condition of this Agreement, or (2) fails to provide the Services, in whole or in part, as defined in this Agreement, the provisions in this subsection will apply, and WORKING FOOD will be placed in default. If WORKING FOOD 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 the 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 may terminate this Agreement for cause. 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, the effective date of termination will be seven calendar days after the notice of termination is received by WORKING FOOD.
- B. *Termination for Convenience:* This Agreement may be terminated upon the written agreement of both Parties.
- C. *Termination for Unavailability of Funding:* If the Funds referenced in this Agreement become unavailable, in whole in part, as determined by the County, County may terminate this Agreement upon written notice to WORKING FOOD. The County Manager and his/her designee are authorized to provide a notice of termination on behalf of the County due to the unavailability of funding. Notice may be electronically given. The effective date of termination of this Agreement due to unavailability of funding will be the date specified in the notice of termination.
- D. Upon termination or expiration of this Agreement, WORKING FOOD waives the ability to request from the County future Funding which the County may have held for the Services described in this Agreement. Following the termination of this Agreement, the County has no further obligation to provide funding to WORKING FOOD. That being said, if the County receives a payment request from WORKING FOOD before issuing a notice of termination, the County will process and distribute the request for the outstanding request.

8. **Audits and Accountability.** WORKING FOOD hereby agrees to cooperate with the County to assure compliance with all requirements of the Funding restrictions, including providing access to and the right to examine relevant documents related to this Agreement, including those

specifically required by the Federal or State granting agency. WORKING FOOD will follow accounting standards and costs principles. In addition to the provisions of this Agreement, WORKING FOOD shall assist the County with reporting, whether interim, quarterly, or annual, as required by any government agency related to or due to the funding referenced in this Agreement. The Parties acknowledge that the County and WORKING FOOD may be subject to an audit and related requirements. All records and accounts related to this Agreement must be retained for and be subject to inspection, review, or audit by the County. Such a review shall follow reasonable written notice during regular working hours. It is the responsibility of WORKING FOOD, or its successor, to retain the records related to the Center and this Agreement for the applicable time required by County; in any event, retain no less than five (5) years from funds specified in this Agreement been expended or returned.

9. Indemnification. WORKING FOOD 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 THIS AGREEMENT OR THE ACTS OR INACTS OF WORKING FOOD'S EMPLOYEES, OFFICERS, AGENTS, OR ASSIGNS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS.

This Agreement shall not be interpreted or deemed to constitute a waiver of sovereign immunity or authorization for claims by third parties. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, then Working Food will investigate, respond to and provide a defense for any allegations and claims, at Working Food's sole costs and expense. Working Food 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. County fully retains all sovereign immunity protections afforded to it as a political subdivision of the State of Florida. 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.

10. Insurance. WORKING FOOD 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 "C"** 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 "C-1"**.

11. Standard Clauses.

- D. **Public Records.** In accordance with §119.0701, Florida Statutes, if WORKING FOOD is deemed to be acting on behalf of the County, as provided under 119.011(2), Florida

Statutes, WORKING FOOD shall keep and maintain public records related to this Agreement as required by law (see paragraph 10 above). Upon request from the County's custodian of public records, WORKING FOOD will provide the custodian with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise exempt or confidential or protected as provided by federal or state of Florida law.

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

- E. Laws & Regulations. Each Party will comply with all federal, state, and local laws, ordinances, regulations, rules, and code requirements. This Agreement is governed by the laws of the State of Florida, and the venue for any and all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.
- F. Amendment. Unless otherwise stated herein, the Parties agree that no modification, amendment, or alteration of this Agreement's terms, conditions, and provisions are effective unless contained in a written document executed by both Parties.
- G. Assignment. No Party shall assign this Agreement without the other Party's prior approval. If approved, the Parties each bind their respective successors, assigns, heirs, and representatives in all respects to all of this Agreement's terms, conditions, covenants, and provisions.
- H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.
- I. Independent Contractor. It is understood and agreed that nothing herein contained in this Agreement is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the Parties hereto. Each Party remains an independent contractor.
- J. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, WORKING FOOD warrants that WORKING FOOD has not employed or retained any company or person other than a bona fide employee working solely for WORKING FOOD to solicit or secure this Agreement and that WORKING FOOD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for WORKING FOOD any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- K. Conflict of Interest. WORKING FOOD warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement.
- 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, epidemic, 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. That being said, the Parties acknowledge that time is of the essence and that timing obligations must be met as set forth in this Agreement.

- M. 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.
- N. 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. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties, and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions.
- O. Construction. This Agreement shall not be construed more strictly against one party than against the other Parties merely due to the fact that it may have been prepared by one of the Parties. It is recognized that the Parties have substantially contributed to the preparation of this Agreement and have had a full opportunity to review it.
- P. 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 a 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.
- Q. Notice. Except as otherwise provided in this Agreement, any notice, including notice of default or termination, from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by registered or certified mail, return receipt requested, or by overnight express delivery service to the addresses below. Additional copy of the notice is requested via electronic mail to the additional following addresses listed for the Parties. Notices sent by mail will be deemed delivered five (5) business days after mailing. Notices sent by overnight express delivery service will be deemed delivered on the business day after deposit with the service. Each Party may change its mailing address

by giving the other Party written notice of the election to change the address.

To Working Food Inc:

Working Food Inc.
219 NW 10th Avenue
Gainesville, FL 32601

To County:

Alachua County, Florida
Attn: Alachua County Manager
12 SE 1st Street
P.O. Box 2877
Gainesville, Florida 32602

cc (via e-mail):

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Forage, Inc. doing business as Working Food Inc., through its duly authorized representative, and by Alachua County, through the Chair of the Board of County Commissioners, who is authorized to sign.

WORKING FOOD INC.

By: 

Margaret The Losen, President

of Forage, Inc. d/b/a Working Food Inc.

Date: 6/26/2023

ALACHUA COUNTY, FLORIDA

By: A Prizzia

Anna Prizzia, Chair
Board of County Commissioners

Date: Aug 10, 2023

ATTEST:

Jess Irby
J.K. "Jess" Irby, Esq., Clerk

Approved as to form:

DocuSigned by:
Diana Johnson
9E797AC26776481...
Alachua County Attorney's Office

Attachment A: Description of Services

1. General Requirements:

1.1. Working Food will manage programs designed to build greater food system resilience and employment and business opportunities for disadvantaged communities. This will be accomplished through two interlinked programs.

1) Youth Program: A Youth Leadership culinary arts jobs pipeline for youth in disadvantaged communities that will be comprised of a continuation of previous Young Chefs programming primarily for middle school students and the development and rollout of a Youth Food Systems Leadership program for high school students.

2) Community Kitchen Program: Support for culinary arts job training opportunities for community members and value-added food production by local farmers through an existing Community Kitchen facility.

1.2. Working Foods will track data to prove program success based on the number of teens and young adults who complete the youth culinary and food systems leadership programs, including internships in the industry, the number of students who complete the culinary arts certificate program delivered at Working Food in partnership with the University of Florida Office of Professional and Workforce Development and CareerSource, and the number of farmers who begin value added production and grow their business using Working Food's specialized facilities and support services. See Section 6.4. for more details on reporting metrics.

2. Youth Program

2.1. The Working Food shall manage the program to continue to offer a mixture of commercial and home cooking classes (the Young Chefs Cooking Program) biweekly and include additional chefs and cooks to lead the classes to expand the types of cooking and baking classes offered. The program will also continue the existing youth gardens and associated cooking classes, which are critical to the program's overall curriculum design, approach, outcomes, and success.

2.2. Working Food shall manage the development and rollout of a Food Systems Leadership Program for interested and qualified teens who have completed prerequisites in the youth culinary programs.

2.3. Working Food will coordinate the development and rollout of the Food Systems Leadership program with key community partner organizations, including Chef Empowerment, Greater Duval Neighborhood Association, and Project YouthBuild. Teens will be hired for the initial pilot of this program to be part of the inaugural cohort of Food System Leadership Interns (herein Interns). Through the internship program, teens will gain experience in preparing and selling meals, running catering events, and assisting with teaching cooking classes. They will learn the basics of working their first job, how to work in a kitchen, food preparation, plating, cleaning, and general business mentorship from experienced chefs and business owners. Teens will also work in the Community Kitchen at Working Food under the supervision of the Community Kitchen Director and Youth Programs Director. In this environment,

students will be mentored by select food entrepreneurs who operate in the Working Food Community Kitchen. Examples include a baker and a cheese monger/caterer. These hands-on micro-internships with food business entrepreneurs would be complemented by demonstrations and Q&A with other businesses like the Women's Meat Co-Op, farm tours to local urban farms, and assisting food entrepreneurs and farmers at local farmers markets. Additional mentoring sessions with professional chefs and the Community Kitchen Director will be scheduled to continue building interpersonal and professional skills and self-confidence.

Interns will have the opportunity to prepare for and take the SERV Safe certification exam. If interested, interns will transition into a senior level internship and help train the next cohort of interns and lead a Young Chefs cooking class and/or garden cooking class.

- 2.4. Working Food will research and identify youth conferences and workshops where interns can meet other youth who are interested and involved in food and community. Examples include the Rooted in Community Youth Summit, the CBI Food Show, and the National Restaurant Association. This holistic approach will provide a broad and deep view of the importance of local food in creating resilient and just economies, while providing opportunities, inspiration, skills, and support for working in food business and careers.

3. Community Kitchen

- 3.1. Working Food will continue to manage Working Food's collaboration and support (facilities, infrastructure, and industry knowledge) of the Culinary Arts Certificate Program offered and managed by the UF Office of Professional and Workforce Development (UF OPWD) and CareerSource. Working Food provides specialized kitchen and storage facilities that are in a centralized, accessible location and available at much below market rates for commercial kitchen and storage facilities. Working Food will continue to work with UF OPWD to ensure outreach to and accessibility for potential students in economically disadvantaged communities and to offer an end-of-course graduation and industry networking event at the Community Kitchen.
- 3.2. Working Food will develop an outreach and onboarding program targeted specifically at local farmers who are interested in starting value-added processing and/or packaging of their food or beverage products. Outreach will focus on women and minority farm owners and operators and those whom Covid-19 has disproportionately impacted.
- 3.3. Working Food will also conduct a more detailed needs assessment to more clearly understand and define the needs of local farmers for kitchen infrastructure, equipment, and storage to support growth in value-added production and packaging and to understand the scale at which they are seeking to operate.
- 3.4. Working Food will oversee improvements and additions to existing Community Kitchen facilities and equipment and expansion of existing co-located storage facilities to support specialized needs of culinary arts/career skills building programs for local farmers who seek to expand into value-added production and/or packaging.
- 3.5. Working Food will seek to onboard and support 2-3 new farmer clients who operate out of the Community Kitchen and co-located storage to expand into value-added production and/or packaging.

- 3.6. Working Food will reserve and manage availability in the Community Kitchen and co-located storage to allow local farmers to schedule the time and equipment needed to support their value-added production and/or packaging. This funding will enable Working Food to continue to offer Community Kitchen and co-located storage facilities and equipment at below-market rates to local farmers interested in expanding into value-added production and packaging.

4. Program Requirements

- 4.1. Unemployment and under-employment are equity issues for Alachua County. It is felt most acutely in marginalized communities during emergencies such as the COVID-19 pandemic. These programs are designed to assist individuals who want and are available to learn and work via job training, leadership and mentorship opportunities, and workforce training focused on food system occupations and businesses for youth, farmers, and aspiring culinary arts professionals. Working Food will provide access to facilities and support services that individuals from communities disproportionately impacted by COVID-19 would not otherwise have as they seek new skills and opportunities to start or enhance a career or business in the local food and beverage industry.
- 4.2. Working Food and its partners shall conduct outreach for the youth jobs pipeline and leadership program in marginalized, low-income communities. This program aims to directly benefit community members by providing them with unique career and skills-building, mentorship, and leadership opportunities in the food and beverage industry.
- 4.3. Working Food shall conduct outreach to local farmers through its existing network of community collaborators and partner organizations, with an emphasis on women, veterans, disabled, and minority-owned and operated farms and those whom Covid-19 has disproportionately impacted. The goal of this program is to directly benefit local farmers by providing them with access to affordable, specialized facilities and support services to enable value-added processing and/or packaging of their food or beverage products and ultimately to enable them to grow their local business and thereby increase the resilience of our local food system.

4.4. Contractor Administrator Program Requirements

- 4.4.1. Contractor will assist the County in any program documentation and analysis.
- 4.4.2. Community partnerships are strongly encouraged. Working Food will continue or create partnerships with other local nonprofits and educational institutions to successfully develop and deliver these programs and ensure high-quality, positive, and measurable impacts in the community.
- 4.4.3. Working Food must regularly report results per County requirements and must act as the main point of contact for program participants
- 4.4.4. Working Food, in collaboration with program partners, must communicate all Program Eligibility for students and farmers orally and in writing, documenting their agreement and understanding of the program goals.
- 4.4.5. Working Food must meet County recordkeeping and reporting requirements, including all programmatic equity requirements and Negative Economic Impacts

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4.4.6. Funding can be used to pay stipends to key partners, including instructors.

4.4.7. Working Food will document each student's class attendance and advancement through key milestones in the culinary arts and leadership programs.

4.4.8. Working Food will document each farmer's production goals and outcomes when using the Community Kitchen facility and support services during the timeframe of this funding.

4.5. Service to Residents

4.5.1. The Grant Program seeks to serve populations that are:

4.5.1.1. Youth, adults, and farmers from families with incomes at or below 50% AMI.

4.5.1.2. Youth, adults, and farmers in demonstrable marginalized and low-income neighborhoods

4.5.1.3. Qualified students must meet minimum standards as agreed upon by Working Food and its partners.

4.5.1.4. Qualified farmers must meet minimum eligibility requirements as determined by Working Food.

5. Measurement, Analysis, And Reporting

5.1. Data tracking to prove program success in the form of the number and age of youth completing each program area, number of families receiving meals through the program, number of students completing the UF Culinary Arts Certificate program, and number of farmers operating out of the Community Kitchen.

5.2. Working Food will recommend to the County refinements to the program, metrics, and project timeline as the Program proceeds and prior to the Final Report submission. The Program will have baseline data collection points to track student and farmer outcomes.

5.3.Data Collection Points for County Reporting

5.3.1. Working Food shall report all County data reporting requirements for applying funds in low-income and economically disadvantaged communities.

5.4.Workforce Development and Farmer Value added Production Reporting Metrics

5.4.1. Working Food shall report all necessary data collection points on the following outcomes:

5.4.1.1. Number and age of students who participate in the Young Chefs program and for what duration.

5.4.1.2. Number and type of classes (zoom or in person) conducted as part of the Young Chefs program.

- 5.4.1.3. Number of meals provided to families through the Young Chefs program.
- 5.4.1.4. Number of teens and young adults who participate in the Youth Leadership program in food systems.
- 5.4.1.5. Number, types, and duration of internships, certificates gained (such as SERV Safe), conferences, mentor meetings, and other key activities completed as part of the Youth Leadership program.
- 5.4.1.6. Surveys of parents and other family members on the outcomes of the youth culinary and leadership programs.
- 5.4.1.7. Number of farmers who operate out of the Community Kitchen and description of what type of value-added food production and for what duration.
- 5.4.1.8. Estimated growth in scope and size of each farmer's business as a result of operating out of the Community Kitchen.
- 5.4.1.9. Surveys of farmers who operate out of the Community Kitchen.
- 5.4.1.10. Number of students who complete the Culinary Arts Certificate program in collaboration with UF Office of Professional and Workforce Development.
- 5.4.1.11. Types of jobs and other next steps taken by students who complete the culinary arts programs.
- 5.4.1.12. Surveys of students who participate in the Culinary Arts Certificate program.

5.5. Billing and Compensation

- 5.5.1. For the performance of the services detailed in Exhibit A and Exhibit B of this agreement, the County shall pay the Agency an amount not to exceed \$250,000.00, reimbursable pursuant to the terms of this Agreement.

ATTACHMENT B

**Food System Equity Program: Food System Workforce Development and Jobs Pipeline for
Disadvantaged Communities Proposed Budget**

Working Food

PROJECT BUDGET	Unit Price	Unit	Contract Total
Direct Project Expenses			
Food for Young Chefs classes	\$ 350.00	each	\$ 10,500.00
Miscellaneous supplies for Young Chefs classes	\$ 5,000.00	ongoing/total	\$ 5,000.00
Conference registration and travel for Youth Food Systems Leadership interns (4 students, 1 adult)	\$ 4,000.00	each	\$ 8,000.00
Kitchen rental for youth programs	\$ 5,000.00	ongoing/total	\$ 5,000.00
Kitchen rental subsidy to support farmer value added production programs	\$ 2,015.00	month	\$ 42,315.00
Storage (freezer/cold/dry) rental and utility subsidy to support workforce dev programs and farmer needs	\$ 350.00	month	\$ 7,350.00
Appliances and specialized equipment (+ installation) to support workforce dev programs and farmer needs	\$ 25,000.00	ongoing/total	\$ 25,000.00
Personnel			
Youth Program Director + payroll expenses	\$ 23.32	hour	\$ 6,529.60
Youth Program Coordinator + payroll expenses	\$ 19.92	hour	\$ 9,561.60
Culinary Program Director + payroll expenses	\$ 23.20	hour	\$ 16,889.60
Reporting and Documentation Specialist (NEW POSITION) + payroll expenses	\$ 23.27	hour	\$ 5,864.04
Office Administrator + payroll expenses	\$ 23.27	hour	\$ 4,235.14
Vocational Training Contract with Chef Empowerment	\$ 3,000.00	month	\$ 63,000.00
Greater Duval Neighborhood Association Stipend for Outreach and Coordination of Young Chefs	\$ 225.00	class	\$ 6,750.00
Guest Chef/Cook/Baker	\$ 375.00	class	\$ 11,250.00
Administration / Overhead	\$ 22,724.50	10% of total	\$ 22,724.50

TOTAL			\$ 249,969.48
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* assumes funding available starting January 2023 and expended by September 2024

* assumes a total of 30 Young Chefs classes during term of this agreement

* assumes average of 31 hours/week of kitchen use by farmers over the term of the agreement, at an average subsidy of \$15/hour

* appliances and specialized equipment include commercial dishwasher, washer/dryer, toolkits for culinary teaching, shelving, chest freezers

* Youth programs will require less time from Working Food staff during summer months

* Vocational Training contract with Chef Empowerment will include: hiring student staff, kitchen space, additional staffing at Chef Empowerment, liability insurance, student transport and coordination with families, general admin costs

Exhibit C:

**TYPE "B" INSURANCE
REQUIREMENTS
"Professional or Consulting Services"**

Contractor shall procure and maintain for the duration of the 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, his agents, representatives, employees or subcontractors.

I. 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.

II. 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.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A. 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.
- B. 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.

IV. 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.

V. OTHER INSURANCE PROVISIONS.

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

B. Commercial General Liability and Automobile Liability Coverages

1. 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; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. 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's insurance and shall be non-contributory.

C. All Coverages

The Contractor 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 contract is renewed) or prior.

VI. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners



Exhibit C -1: Certificate of Insurance

FORAINC-01

DSTEIGLEMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2023

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 Darr Schackow Insurance Agency LLC 5200-B West Newberry Road Gainesville, FL 32607	CONTACT NAME: DSI CL Service Team	
	PHONE (A/C, No, Ext): (888) 337-9322	FAX (A/C, No): (352) 376-5741
	E-MAIL ADDRESS: coi@darrschackowinsurance.com	
INSURED Forage, Inc dba Working Food 219 NW 10th Avenue Gainesville, FL 32601	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Scottsdale Insurance Company	NAIC # 41297
	INSURER B: Auto Owners Insurance Company	18988
	INSURER C: Great American Insurance Company	16691
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CPS7802896	6/1/2023	6/1/2024	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000	
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			5433500200	3/8/2023	3/8/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
C	Directors & Officers			EPPE448423	7/12/2022	7/12/2023		1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Alachua County
12 SE 1st 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

John Darr

Item #1, 23-00402, 08082023

Final Audit Report

2023-08-10

Created:	2023-08-09
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa9gjTamGp7P18FOpmiLK_tXZyu3xe9jd

"Item #1, 23-00402, 08082023" History

-  Document created by Steve Donahey (asd@alachuaclerk.org)
2023-08-09 - 3:10:39 PM GMT- IP address: 216.194.145.253
-  Document emailed to bocchairsignature@alachuacounty.us for signature
2023-08-09 - 3:11:35 PM GMT
-  Email viewed by bocchairsignature@alachuacounty.us
2023-08-10 - 7:20:31 PM GMT- IP address: 163.120.80.11
-  Signer bocchairsignature@alachuacounty.us entered name at signing as Anna Prizzia
2023-08-10 - 7:21:29 PM GMT- IP address: 163.120.80.11
-  Document e-signed by Anna Prizzia (bocchairsignature@alachuacounty.us)
Signature Date: 2023-08-10 - 7:21:31 PM GMT - Time Source: server- IP address: 163.120.80.11
-  Document emailed to jki@alachuaclerk.org for signature
2023-08-10 - 7:21:36 PM GMT
-  Email viewed by jki@alachuaclerk.org
2023-08-10 - 7:52:01 PM GMT- IP address: 216.194.145.253
-  Signer jki@alachuaclerk.org entered name at signing as J.K. "Jess" Irby, Esq.
2023-08-10 - 7:52:35 PM GMT- IP address: 216.194.145.253
-  Document e-signed by J.K. "Jess" Irby, Esq. (jki@alachuaclerk.org)
Signature Date: 2023-08-10 - 7:52:37 PM GMT - Time Source: server- IP address: 216.194.145.253
-  Agreement completed.
2023-08-10 - 7:52:37 PM GMT