

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: 06/02/20      ☒ Consent      ☐ Regular  
    ☐ Workshop      ☐ Public Hearing

Department:

Submitted By:      **Cooperative Extension Service**

Submitted For:      **Agricultural Economic Development**

**I. EXECUTIVE BRIEF**

**Motion and Title:** **Staff recommends motion to approve:** Grant agreement with Southern Unique Sustainability Farm, LLC (Southern Unique) in an amount not to exceed \$19,870 from Agricultural Economic Development Program funds to assist in expanding their existing poultry operation located at 20199 Cole Lane, Loxahatchee, Florida 33470. The term of this Agreement will be from June 2, 2020 through December 31, 2025.

**Summary:** Southern Unique is a ten-acre mixed-use poultry farm in Loxahatchee, FL. Less than one year ago, this property was mostly sandy soils devoid of organic top soil. Since then Southern Unique has significantly improved this parcel by planting pasture grasses, digging several water retention ponds, and building a breeder coop to house egg-laying chickens. This agricultural facility now maintains 800-1200 non-caged pasture-raised hens that generate locally-grown chickens and eggs for chefs and stores that value these low-input natural production practices. The Palm Beach County Agricultural Enhancement Council has reviewed the request and supports funding for these agricultural enhancement activities. **District 6. (AH)**

**Background and Justification:** With the continuation of agricultural acreage losses in the eastern section of the county, an interest in small farming operations has increased. Limited funding and elevated land costs restricts access to capital and operational cash-flow requirements. Southern Unique is an on-going poultry and poultry egg operation. Southern Unique has requested assistance in order to enhance their capacity to expand and access a more expansive commercial market. As part of the grant requirements, Southern Unique must transition 2 current part-time employees to full-time status, and employ an additional 2 employees. By the end of Year 1 and Year 2, Southern Unique shall increase its farm productivity of pasture-raised organic eggs by 10% and 25%, respectively. Beginning Year 2, and annually thereafter through 2025, Southern Unique shall host at least 4 annual public education awareness/appreciation gatherings. Additionally, in the event the current 7-year property lease is not renewed in 2025, Southern Unique will reimburse the County \$4,715 (25% annual compounded depreciation rate).

**Attachments:**

1. Grant Agreement
2. Poultry Business Plan
3. Letter of Recommendation. Palm Beach County Agricultural Enhancement Council

Recommended By: <u>Emad W. Kia</u> Department Director	<u>05/18/2020</u> Date
Approved By: <u>Nancy L. Bolton</u> Assistant County Administrator	<u>5/22/2020</u> Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	\$ 19,870				
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$ 19,870				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE					

Is Item Included in Current Budget? Yes X No  
Does this item include the use of federal funds? Yes No X

Budget Account No:

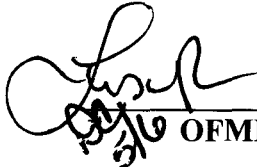

Fund Agency Organization Object  
0001 310 1700 3401

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

 5/11/2020  
OFMB  
 5/20/2020  
Contract Dev. & Control  
5/20/2020 TW

B. Legal Sufficiency

 5-21-2020  
Assistant County Attorney

C. Other Department Review

\_\_\_\_\_  
Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

**PALM BEACH COUNTY  
AGRICULTURAL ECONOMIC DEVELOPMENT**

**GRANT AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as COUNTY, and Southern Unique Sustainability Farm, a for-profit corporation (Federal I.D. Number 59-0865201), having its principal address at 20199 Cole Lane, Loxahatchee, Florida, 33470, hereinafter referred to as GRANTEE.

**W I T N E S S E T H:**

**WHEREAS**, it is the policy of the COUNTY to stimulate and encourage the agricultural economic growth in Palm Beach County; and

**WHEREAS**, the Board of County Commissioners has determined that providing assistance and support to agriculture is essential to a stronger, more balanced and stable economy in Palm Beach County; and

**WHEREAS**, GRANTEE wishes to provide assistance and support in agricultural economic growth by participating in the agricultural revitalization of a development region within COUNTY'S geographic boundaries by increasing public awareness of locally-grown agricultural products; and

**WHEREAS**, the Board of County Commissioners has determined that the GRANTEE is best able to provide such assistance and support; and

**WHEREAS**, the Board of County Commissioners has determined it is in the public's best interests to award a grant to the GRANTEE to continue to expand and produce agricultural products.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants hereinafter contained, the parties hereby agree to the following:

**I. RECITALS**

The above recitals are true and correct and are incorporated herein.

**II. TERM**

This Agreement shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners, and shall continue in full force and in effect until December 31, 2025, unless otherwise terminated as provided herein. The COUNTY reserves the right to extend this Agreement for good cause. Any extensions shall be in writing and executed by both parties.

**III. GRANTEE'S PERFORMANCE OBLIGATIONS**

GRANTEE shall conduct agricultural poultry production activities, as more specifically described in the Project Description, which is attached hereto and incorporated herein as Exhibit A (hereinafter "Project"). GRANTEE shall complete the Project in accordance with the terms and conditions of this Agreement.

GRANTEE must: 1) transition 2 current part-time employees to full-time status, and employ an additional 2 employees during Year 1 of this Grant Agreement. 2) By the end of Year 1 and Year 2 of this Grant Agreement, GRANTEE shall increase its farm productivity of pasture-raised organic eggs by 10% in Year 1 and 25% in Year 2. 3) Beginning Year 2, and annually thereafter

though 2025, GRANTEE shall host at least 4 annual public education awareness/appreciation gatherings. 4) In the event the current 7-year property lease is not renewed in 2025, GRANTEE will reimburse the COUNTY \$4,715 (25% annual compounded depreciation rate). GRANTEE must show COUNTY a copy of its renewed lease by May 5, 2025, or GRANTEE will be required to reimburse the COUNTY \$4,715.

#### **IV. COUNTY'S OBLIGATIONS**

COUNTY shall reimburse GRANTEE an amount not to exceed Nineteen Thousand Eight Hundred and Seventy (\$19,870) ("Grant Award") for the Project, provided GRANTEE performs pursuant to the terms and conditions of this Agreement. In no event shall the reimbursement made to GRANTEE pursuant to this Agreement exceed the Grant Award. GRANTEE agrees that the extent of COUNTY'S responsibility under this Agreement shall be limited solely to funding, as stated herein.

#### **V. PAYMENT PROCEDURES**

**A. Reimbursement of Eligible Expenses.** GRANTEE shall only be entitled to receive the Grant Award as reimbursement of eligible expenses which are directly related to the Project as set forth in Exhibit A. Eligible expenses incurred by GRANTEE between May 1, 2020 and April 30, 2021, will be eligible for reimbursement.

**B. Proper Documentation of Expenses.** Requests for reimbursement of eligible expenses shall be submitted to COUNTY, and shall be accompanied by paid invoices, checks, payroll records, or such other documentation which is acceptable in form and detail to the COUNTY to provide for verification that the services and/or materials have been performed and/or received by GRANTEE. GRANTEE shall provide COUNTY with any further documents deemed necessary by the COUNTY within seven (7) calendar days of request by the COUNTY. Invoices received from GRANTEE pursuant to this Agreement will be reviewed and approved by the COUNTY to verify that all services have been rendered in conformity with this Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within forty-five (45) days following COUNTY approval. In no event shall COUNTY provide advance funding to GRANTEE.

**C. Final Invoice.** In order for COUNTY and GRANTEE to close their books and records, GRANTEE shall clearly state a final invoice on GRANTEE'S final/last billing to the COUNTY. This shall constitute GRANTEE'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by GRANTEE.

**D. Reimbursement Deadline.** Requests for payment of eligible expenses shall not be honored if received by COUNTY later than April 30, 2021. If GRANTEE fails to submit any requests for payment of eligible expenses by April 30, 2021, then COUNTY'S obligation under this Agreement shall automatically terminate, thereby relieving COUNTY of any future obligations hereunder.

**E. Repayment of Funds.** GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of funds, including unlawful and/or unauthorized expenditures discovered after the expiration or termination of this Agreement. GRANTEE shall also be liable to repay COUNTY for any lost or stolen funds. Any funds which are to be repaid to COUNTY are to be repaid by delivering to the COUNTY a certified check for the total amount due and payable to the COUNTY, within ten (10) days of the COUNTY'S demand. Nothing contained herein shall act as a limitation of the COUNTY'S right to be repaid, as a waiver of any rights of the COUNTY or exclude the COUNTY from pursuing any other remedy which may be available to it under law or equity.

#### **VI. TERMINATION**

COUNTY may terminate this Agreement upon thirty (30) days written notice to GRANTEE. Termination of this Agreement by COUNTY shall relieve COUNTY of any further obligation hereunder.

## **VII. REMEDIES AND RIGHTS**

This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

## **VIII. GRANTEE'S DEFAULT**

A. **Nature of Default Notice.** In the event GRANTEE fails to comply with the terms and conditions of this Agreement, COUNTY shall provide GRANTEE with notice detailing the nature of the default, whereupon GRANTEE shall have thirty (30) days within which to cure the default.

B. **Fail to Cure Default.** In the event GRANTEE fails to cure the default within the specified time frame, COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant Award upon giving written notice to the GRANTEE; terminate this Agreement; demand a refund of the Grant Award; and the COUNTY shall have no further funding obligation to the GRANTEE under this Agreement. The Effective Date of the termination shall be the date of the notice of termination by COUNTY.

## **IX. FINANCIAL ACCOUNTABILITY, REPORTS AND AUDITS**

A. COUNTY may have an audit, a financial system analysis and/or an internal fiscal control evaluation of the GRANTEE performed by an independent auditing firm employed by the COUNTY or by the County Internal Auditor, at any time the County deems necessary to determine the capability of the GRANTEE to fiscally manage the Grant Award. Upon completion of all tasks contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be submitted to the COUNTY if requested.

B. GRANTEE shall maintain books, records, and documents to justify all charges, expenses and costs incurred under this Agreement and in performing the Project, in accordance with Generally Accepted Accounting Principles (GAAP), as promulgated by the Government Finance Officers Association from time to time. The COUNTY shall have access to all books, records, and documents as required in this Agreement, and for at least three (3) years after completion of the Project. In the event any work is subcontracted by GRANTEE, GRANTEE shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

## **X. PERFORMANCE**

The parties expressly agree that time is of the essence with regard to performance hereunder and failure by GRANTEE to complete performance within the times specified, or within a reasonable time if no time is specified herein, shall, at the option of COUNTY, in addition to any other rights or remedies, relieve the COUNTY of any obligation under this Agreement.

## **XI. INDEMNIFICATION**

The GRANTEE shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages, or causes of action of every kind or character, including attorney's fees, whether at trial or appellate levels or otherwise arising during and as a result of GRANTEE'S performance of the terms of this Agreement or due to the acts or omissions of GRANTEE. The GRANTEE recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the COUNTY in support of this obligation in accordance with the laws of the State of Florida. GRANTEE'S aforesaid indemnity and hold harmless obligations shall apply to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the COUNTY, its respective agents, servants, employees or officers, nor shall the liability limits set forth in section, 768.28 Florida Statutes, be altered or waived due to the foregoing indemnification. This paragraph shall survive the expiration or termination of this Agreement.

**XII. GRANTEE INSURANCE REQUIREMENTS:**

GRANTEE shall, on a primary basis and at its sole expense, agree to maintain at all times during the life of this Agreement insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by GRANTEE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by GRANTEE under this Agreement.

- A. Commercial General Liability** GRANTEE shall maintain Commercial General Liability at a limit of liability not less than \$500,000 per occurrence.
- B. Worker's Compensation Insurance & Employers Liability** GRANTEE shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.
- C. Additional Insured** GRANTEE shall endorse the COUNTY as an Additional Insured with CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured shall read Palm Beach County Board of County Commissioners.
- D. Waiver of Subrogation.** GRANTEE hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then GRANTEE shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy specifically prohibiting such an endorsement, or voids coverage should GRANTEE enter into such an agreement on a pre-loss basis.
- E. Certificate(s) of Insurance.** GRANTEE shall deliver to COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Certificate Holder shall be:

Palm Beach County  
Office of Agricultural Economic Development  
559 N Military Trail  
West Palm Beach, Florida 33415

- F. Right to Review.** COUNTY, by and through its Risk Management Department, in cooperation with the Office of Agricultural Economic Development, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any

insurer providing coverage because of its poor financial condition or failure to operate legally.

### **XIII. AVAILABILITY OF FUNDS**

The COUNTY'S performance to pay under this Agreement is subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

### **XIV. NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the GRANTEE warrants and represents that throughout the term of this Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of this Agreement.

### **XV. INDEPENDENT CONTRACTOR**

GRANTEE is, and shall be, in the performance of all work, services and activities under this Agreement an Independent Contractor and not an employee, agent or servant of COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to GRANTEE'S sole direction, supervision, and control. GRANTEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects GRANTEE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of COUNTY.

GRANTEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

### **XVI. PERSONNEL**

GRANTEE represents that it has or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by GRANTEE or under its supervision, and personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

GRANTEE warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of GRANTEE'S personnel and all Subcontractors while on COUNTY premises will comply with all COUNTY requirements governing conduct, safety and security.

### **XVII. ARREARS**

GRANTEE shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. GRANTEE further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

### **XVIII. COMPLIANCE WITH CODES AND LAWS**

GRANTEE shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement. GRANTEE further agrees to include this provision in all subcontracts issued as a result of this Agreement.

#### **XIX. PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, GRANTEE shall have its contractors certify that their affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

#### **XX. SEVERABILITY**

If any section, paragraph, sentence, clause, or provision of this Agreement, is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **XXI. ENTIRE AGREEMENT**

The COUNTY and the GRANTEE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **XXII. JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

#### **XXIII. SUCCESSORS AND ASSIGNS**

The COUNTY and GRANTEE each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY or GRANTEE shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the GRANTEE.

#### **XXIV. HEADINGS**

The paragraph headings or captions appearing in this Agreement are for convenience and ease of reference only, are not part of this Agreement, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

#### **XXV. MODIFICATION AND AMENDMENT**

Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

#### **XXVI. NOTICE**



All notices required to be given under this Agreement, shall be in writing and shall be sent by certified mail, return receipt requested, hand delivery, or other delivery service requiring signed acceptance. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Arthur Kirstein, IV  
Agricultural Economic Development Coordinator  
Cooperative Extension Service  
559 N Military Trail  
West Palm Beach, Florida 33415  
561.233.1715

if sent to the GRANTEE shall be mailed to:

Justin Dunlap  
Southern Unique Sustainability Farm  
20199 Cole Lane  
Loxahatchee, Florida 33470  
813-493-2443

Either party may from time to time change the address to which notice under this Agreement shall be given upon three (3) days prior written notice to the other party.

#### **XXVII. INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the GRANTEE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **XXVIII. NO THIRD PARTY BENEFICIARY**

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of the COUNTY and/or GRANTEE.

(Remainder of this page was left blank intentionally)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and GRANTEE has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dave Kerner, Mayor

ATTEST:

Southern Unique Sustainability Farm  
Federal I.D. Number 82-2489983

\_\_\_\_\_  
Witness

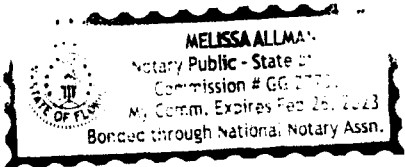
By: \_\_\_\_\_  
President

\_\_\_\_\_  
Witness

Date: 4/27/20

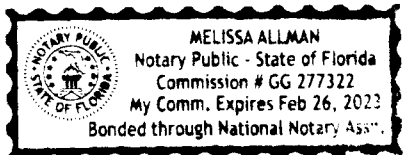
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney



APPROVED AS TO TERMS AND CONDITIONS

By: \_\_\_\_\_  
Ronald W. Rice  
Department Director



Melissa Allman

**EXHIBIT A**

**PROJECT DESCRIPTION AND GRANT UTILIZATION**

**Project:** Expand current Poultry operation with required infrastructure improvements. This would allow to access a commercial customer base by limiting predator losses of animals, securing a shell egg processing permit and securing proper certifications to sell eggs to grocery stores and higher quantities to local restaurants in Palm Beach County. This will considerably reduce the cost feed, the farm’s main overhead cost.

**ELIGIBLE EXPENSES LIST: Attached**

**Site Location:** Loxahatchee, Florida

**Contact:**  
Justin Dunlap  
Southern Unique Sustainability Farm  
20199 Cole Lane  
Loxahatchee, Florida 33470  
813-493-2443

<b>300-gallon septic tank &amp; employee restroom</b> Required to meet Shell Egg Processor requirements.	\$7,600.00
<b>Improved water system</b> Increase well pressure tank, additional water lines for closer point of use, filtration and well system to meet Shell Egg Processor requirements.	\$2,650.00
<b>Onsite feed production</b> Move/set shipping container for organic feed (black soldier fly larvae) production, shipping container seal, shelving and larvae equipment, seed shelving, water systems, trays and fodder.	\$4,770.00
<b>Fencing</b> New hen pasture, fencing for broiler pasture, fix perimeter holes and missing fence areas, install gates/hardware.	\$4,850.00
<b>TOTAL:</b>	<b>\$19,870.00</b>

# Southern Unique Sustainability Farms

## Operational Action Plan

Justin Dyalap

### Introduction

Southern Unique Sustainability LLC (S.U.S.), is a new family owned business currently located in South East Florida. At Southern Unique Sustainability we believe in developing a farm that can provide high quality food and nurture the community through local organic products. Our variety of organic crop cultivation will include vegetables, eggs, fish, poultry, and high nutritional value produce. At our farm we will be welcoming the local community to join us for fresh farm to table dinners, event gatherings, urban cultivation classes, and tour events on a regular basis.

### **3 Year Plan of Action**

#### **Months 1-6**

- Build out required additions to obtain shell egg processing permit.
- Install fencing for poultry protection and improved pasture management
- Obtain organic certifications
- Hire 2 additional employees, retain 3
- Implement process improvements (ongoing)

#### **Months 6-12**

Going into month 6, any further expenses needed for production and expansion will come from the net profits.

Completing installs of following tasks

- 300 gallon Septic tank & employee restroom (Meet Shell Egg Processor requirements)
- Improved water system
- Onsite feed production
- Fencing
- Marketing to new clients and developing new sales leads

After the first full year of operations we plan to expand the poultry production by 10-25% for year two of operations. By year three we plan to continue the growth to another 10-25% for hens and BSFL sales. Our broiler poultry productions will remain at a steady 900 to 1000 chicken flock throughout.

### **Products**

The Poultry, our 400 hens are producing approximately 150 to 225 eggs per day. The hens are currently producing eggs as of March 2019 and will be in full production until April 2020. Annually we will be raising new hens as the older hens begin to decline in egg production. Their eggs will be cleaned, packaged, and sold onsite, to local chefs, grocery stores, and to our local customers. We will also be selling young and older chickens for backyard flocks to local customers. The broiler chicken or meat chicken are raised at a rate of approximately 50-60 whole chicken per week or 250 per month. These are sold to local chefs and local consumers.

### **Our Poultry Market Analysis,**

Information and pricing comes from local and regional data along with past sales and market from 2018 production. Our future retail market price will increase to 6.00 per lb. from 5.00 per lb. and our wholesale price will increase from 4.50 to 4.90 per lb.

-Similar market based comparisons

USDA.GOV  
Circle C Farm, Fort Myers, Florida  
Pasture Prime Farm, Summerfield, Florida  
Olivor Heritage farms, Dover, Florida  
Longview Farms, Havana, Florida

We currently have the Bedner's Farm waiting to accept our eggs after we receive approval for Shell Egg Processor, 5 cases per week. Current sales of 12-16 whole chicken from returning customers, 30 whole chicken Mazie's restaurant in West Palm Beach.

### **Our Market**

- High-end volume consumers such as hotels, CSA, catering, and restaurants. Consumers at farmer's markets. Market onsite Saturday and Sunday
- Consumers seeking high mineral/nutrient dense products such top regional chefs, health conscience families, and Trainers/health coaches.
- Wholesale retailers such as local grocery and health food stores.
- 10% annual increase in Organic/Local food sales and 9% increase in mushrooms sales nation-wide.

### **Competitive Edge**

- Our farm operation has separate product lines and sources of revenue, such as: poultry, produce, Farm events, compost, BSFL, value added products.
- The Farm will provide high-quality products that are hard to get locally. We are the only organic (in process) & pasture raised poultry producer in south FL.
- 2 year established local market for poultry products.

### **Other Minor Products and services**

Offer consultancy and advisory services  
Sell eBooks/videos for intending new farmers  
Training courses for poultry, mushroom, and aquaponics  
Mushroom and Fish waste soil composts  
Weekly events for at the farm.

### **Farm Management**

S.U.S. is led by the Justin Dunlap. Justin has over five years' farming experience volunteering at Sweetwater farm in Tampa, FL and growing suburban farms in West Palm Beach such as The Fancy Chicken Farm. Justin has also been working management positions in the aviation/aerospace industry at companies such as SpaceX, GE, and Pratt & Whitney. Justin has strong ability to implement process improvements, procedures He has successfully built and maintaining a 1200 gallon and 8000 gallon aquaponics systems and has 8 years of carpentry/construction experience. Justin trained under Murray Hallam (one of the masterminds of aquaponics) for six weeks and has been certified as an Aquaponics Design professional. He has also taken an eight week seminar in biological and permaculture farming practices to further his knowledge of the microbiological make-up of plant and soil nutritional requirements. He currently consultant for a roof-top hydroponic system in downtown West Palm Beach.

Southern Unique Sustainability has several farm hands that also perform many of the daily tasks, Lukas Diaz-Ames full-time (mushroom cultivation, carpenter, poultry, and aquaponics), Kristina Fitzsimmons (marketing, web design, mushroom cultivation, field crop, livestock, and aquaponics) Michael Migrabri part-time, (pasture manager, seed cultivation, and aquaponics). Dusty Mihaich (poultry, aquaponics, event organizer, and field crop, sales, and carpenter).

Over the next 6 to 12 months we plan to hire additional farm hands to maintain multiple operations on the farm. Our projected head count is to be 4-5 full time and 2 additional part time employees.

## Strategy and Implementation Summary

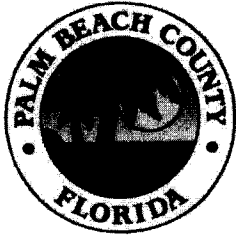
Southern Unique Sustainability is in contact with local restaurants and hotels chefs in advance of full production with samples of products. Through an assurance of healthy-fresh produce, and community outreach, and reliability, S.U.S. will continue to grow its production numbers and quality of clients.

- **Visibility.** S.U.S. will generate an image that sets us apart from the other local farmers that sell at farmer's markets. This will be done through the use of visual video displays at the booth of the aquaponics farm operation: planting, tending to fish and produce growth, and harvesting. There will also be a fish tank setup with live Tilapia to attract attention.
- **Consistency.** In addition to product consistency, S.U.S. will have consistency in regards to their presence at the farmer's markets, educational events, and community events. It is much easier to build awareness and loyalty if people can reliably expect our fulfillment of weekly customer orders without delays or mistakes.
- **Positive relationships.** This will be the key for restaurant, retail, and hotel sales. Restaurant and hotel sales are a consistent market that could benefit S.U.S. by bringing in steady income. Mutually beneficial, strategic partnerships with these buyers will be of utmost importance for building a good revenue base.

## Financial Analysis

Poultry Yield			Weekly		Monthly		Annually		Year 2		Year 3
Broilers	55	\$	20.00	\$	1,100.00	\$	4,766.67	\$	57,200.00	\$	57,200.00
Hens for sale	10	\$	25.00	\$	250.00	\$	1,083.33	\$	13,000.00	\$	20,312.50
Eggs per dozen	80	\$	5.25	\$	420.00	\$	1,820.00	\$	21,840.00	\$	26,426.40
Turkey meats per lbs	20	\$	10.00	\$	200.00	\$	866.67	\$	10,400.00	\$	10,400.00
Farm services	1	\$	150.00	\$	150.00	\$	650.00	\$	7,800.00	\$	7,800.00
BSFL packaged feeds	20	\$	12.00	\$	240.00	\$	1,040.00	\$	12,480.00	\$	19,500.00
<b>Totals</b>						\$	<b>10,226.67</b>	\$	<b>122,720.00</b>	\$	<b>131,274.00</b>

				Year 1	2% cost increase Year 2	2% cost increase Year 3			
<b>Poultry monthly expenses</b>	\$	<b>7,445.00</b>	<b>Expenses</b>	\$	<b>89,340.00</b>	\$	<b>91,126.80</b>	\$	<b>92,949.34</b>
rent	\$	350.00	<b>Net</b>	\$	33,380.00	\$	40,147.20	\$	48,689.56
employees	\$	3,840.00							
packaging	\$	175.00							
feed	\$	1,400.00							
maintenance	\$	75.00							
electric	\$	75.00							
bedding	\$	30.00							
chicken day old 1.52 (250 qty)	\$	380.00							
gas and vehicle maintance	\$	200.00							
insurance	\$	120.00							
fodder seed	\$	300.00							
debt reduction	\$	500.00							



**County Cooperative  
Extension Service**

559 North Military Trail  
West Palm Beach, FL 33415-1311  
(561) 233-1712  
Fax: (561) 233-1768  
[www.pbcgov.com/coextension](http://www.pbcgov.com/coextension)



**Palm Beach County  
Board of County  
Commissioners**

Dave Kerner, Mayor  
Robert S. Weinroth, Vice Mayor  
Hal R. Valeche  
Gregg K. Weiss  
Mary Lou Berger  
Melissa McKinlay  
Mack Bernard

**County Administrator**

Verdenia C. Baker

*"An Equal Opportunity  
Affirmative Action Employer"*

Official Electronic Letterhead

January 28, 2020

Mayor Dave Kerner  
301 N Olive  
West Palm Beach, FL 33401

Dear Mayor Kerner :

Southern Unique Sustainability Farm, LLC, an existing poultry operation located at 20199 Cole Ln, Loxahatchee, FL. requested grant fund assistance for the amount of \$19,870 for the purpose of expanding the capacity to a commercial basis.

On November 15, 2019, Southern Unique Sustainability Farm LLC presented this request to the Agricultural Enhancement Council for their consideration. The Council voted to recommend to the Board of County Commission support of this request.. Additionally, Agricultural Economic Development staff further supports this grant request for consideration and approval from Agricultural Economic Development Program funds.

Yours truly,

A handwritten signature in black ink, appearing to read "Stephen Basore".

Stephen Basore  
Chair

Palm Beach County Agricultural Enhancement Council

cc: Dave Kerner, Mayor  
Robert S. Weinroth, Vice Mayor  
Commissioner Hal R. Valeche  
Commissioner Gregg K. Weiss  
Commissioner Mary Lou Berger  
Commissioner Melissa McKinlay  
Commissioner Mack Bernard  
Verdenia C. Baker  
Todd Bonlaron  
Ronald Rice ✓