



**Dekalb Phase III**  
*Dekalb, GA*

September 25 2024



**Kimley»Horn**

# Dekalb County

# Phase III

## Village Conservation Districts



**Submitted to:**  
Dekalb County c/o Ted Terry  
[ecterry@dekalbcountyga.gov](mailto:ecterry@dekalbcountyga.gov)

**Farmer D**  
*Office: 760.814.9681 | Cell: 912.308.5242*  
[farmerd@farmerd.com](mailto:farmerd@farmerd.com)



## Dekalb Phase III

The Village Conservation District (VCD) Initiative aims to empower communities towards conservation, walkability and neighborhood equity. This phase III proposal outlines an educational outreach and stakeholder engagement process to ensure that neighborhoods, DeKalb county representatives and stakeholders are aware of the Village Conservation District as a transformational tool in guiding smart growth.

### Objectives:

- 1) Advocate and educate on the benefits and application of Village Conservation Districts (VCD) among county commissioners, neighborhood residents, and landowners.
- 2) Identify community leaders and organizations in support of the VCD goals and connect stakeholders for the purposes of meeting those goals, such as: land bank partnerships and purchases to preserve vital lands and prevent sprawl development, organize willing sellers and VCD purchasing coalitions
- 3) Update zoning and CDP recommendations in collaboration with Kimley Horn based on feedback from neighborhood outreach and commissioner
- 4) Identify and map potential pilot project locations

The Village Conservation District Initiative presents a holistic approach to sustainable community development. By engaging stakeholders, advocating for responsible land use, and fostering neighborhood based economic opportunities, this initiative aims to create vibrant and resilient neighborhoods for generations to come. Through collaborative efforts and strategic planning, we envision a future where Village Conservation Districts thrive, critical habitats are protected, and opportunities for smart growth are abundant.



## SCOPE OF SERVICES PHASE III - PART 1

### *Task 1*

## **Task 1: Conservation Village & Neighborhood Equity**

#### **OBJECTIVE:**

Clarify Conservation Village in preparation for educational outreach

#### **DELIVERABLES:**

- 3 Presentations of Conservation Village Criteria and neighborhood equity menu tailored to the 3 audience groups

#### **TIMELINE:**

1 month

#### **COST:**

\$ 17,177.44

### *Conservation Village Development*

- *Identify and articulate conservation village criteria*
- *Identify and articulate neighborhood equity menu*

### *Prepare Presentations (3)*

- *Prepare Conservation Village criteria and neighborhood equity menu presentation for audience group 1: community members / neighborhoods*
- *Prepare Conservation Village criteria and neighborhood equity menu presentation for audience group 2: Landbank / Land trust/ Land owners*
- *Prepare Conservation Village criteria and neighborhood equity menu presentation for audience group 3: Commissioners*
- *Presentation of draft slide decks to Commissioner Ted Terry for feedback*
- *Update slide decks with feedback*



# SCOPE OF SERVICES PHASE III - PART 1

## Task 2

### Education & Workshop

#### Focus Areas 1 & 2

##### OBJECTIVE:

Advocate and educate on the benefits, mechanisms and application of Village Conservation Districts (VCD) among county commissioners, neighborhood residents, and landowners.

Engage community members, including land bank/conservation funds representatives, municipal leaders via workshops

Gather feedback from workshop attendees

Compile a summary report of feedback

Provide updated maps of focus areas including data and feedback collected through stakeholder engagement process. Highlight existing initiatives and future opportunities for VCD pilot projects and Citizen Farmer activation sites

##### DELIVERABLES:

- 2 Workshops (for Focus Areas 1 & 2)
- Focus Area Review (for Areas 3,4 & 5)
- Summary Reports (for Areas 1 & 2)

##### ESTIMATED TIMELINE:

2 months

##### COST:

\$ 34,951.84

#### Meetings & presentation of slide decks

- Scheduling and planning for workshops (1 & 2)
- Workshop and feedback session for neighborhood focus areas 1 & 2 (1-2 day workshop per focus area, 2 zoom meetings per focus area)
- Presentation to Land bank/Land trust/land owners (1 Zoom, 1 in person)
- Presentation to Commissioners (2 zoom, 2 in person or zoom)
- 2-4 zoom meetings with district representatives for focus areas 3,4,&5

#### Summary reports

- Summary report for focus areas 1 & 2 with feedback and prioritization of menu of amenities , includes maps and written data
- Identification of pilot project locations
- Identification of interested parties in the formation of neighborhood leadership groups (Local VCD Coalitions)



## EXHIBIT A - FEE STRUCTURE

### PHASE III - PART 1

**Task 1: Conservation Village Neighborhood Equity** \$ 17,177.44  
*Conservation Village Development, define criteria, menu and Prepare Presentations (3)*

**Task 2: Education & Workshop** \$ 34,951.84  
*Workshops and summaries for Focus Areas 1 & 2*

**Total flat fee** **\$ 52,128.44**

Retainer due upon receipt \$ 10,000  
*Retainer is billed against flat fee total*

### PHASE III - PART 2 (See following pages for Scope of Services)

**Task 1: Education & Workshop**  
*Workshops and Summaries for Focus Areas 3, 4, & 5*

**Task 2: Final Summary**  
*Executive Summary, Final Report for focus areas 1-5 including final comprehensive plan and zoning recommendations and implementation.*

See Funding and Additional Services Clause on following page.

Revisions are limited to 2x per concept sketch or plan

Mileage, travel costs, print reproductions, shipping and any purchasing of materials are to be **billed at cost plus 10% in addition to the project scope of services.**

Site visits are billed separately at a daily rate; if not otherwise noted in scope.

Net terms for paying invoices are 30 days before a late fee is applied at 1.5%.

**\$295/hr**  
Executive

**\$250/hr**  
Sr. Planner

**\$195/hr**  
Business  
Consultant

**\$175/hr**  
Project Manager/  
Landscape  
Architect

**\$140/hr**  
Farm Manager

**\$140/hr**  
Designer



## EXHIBIT A - FEE STRUCTURE

### PHASE III - PART 1

#### Funding

*In the event that the full funding for Phase III - Part 1 of the project, totaling \$ 52,128.44, is not secured by the end of the 2024 calendar year, the parties agree that work may commence and continue under the terms of this agreement with the initial retainer of \$10,000. Both parties acknowledge that the full funding may not be available until the beginning of 2025. However, the initial retainer will allow progress to move forward until additional funds are secured.*

*If the full \$ 52,128.44 is not available by the end of 2024, the contractor will continue to provide services in accordance with the scope of work up to the retainer amount. Any remaining work will be completed once additional funding is secured. Both parties will work in good faith to identify and secure the remaining funds, with the expectation that the county may find additional funding before the end of 2024, though it may not amount to the full \$52,000 by that time.*

*Should full funding not be realized until early 2025, both parties agree that the contract will remain valid and Phase III - Part 1 will be completed in accordance with the original scope once funds are available.*

*\*See 2a of the Agreement Terms for fee schedule*

#### Additional Services

*The services outlined in this agreement (the "Scope of Work") shall be completed for the lump sum of \$52,128.44, as detailed in this agreement. Any work requested by the Client that is not explicitly included in the Scope of Work shall be considered "Additional Services." These services include, but are not limited to additional meetings, revisions, changes to the project scope, or extended project timelines. Before the Contractor performs any Additional Services, the Contractor must receive written authorization from the Client.*

*Hourly Rate for Additional Services: Additional Services will be billed at the hourly rates shown below. The Contractor shall maintain detailed time records for all Additional Services performed. The Contractor shall submit a separate invoice for Additional Services, including a detailed description of the services performed, the hours worked, and the total amount due. Payment for Additional Services shall be made within 30 days of receipt of the invoice.*



# SCOPE OF SERVICES PHASE III - PART 2

## Task 1

### Education & Workshop (Focus Areas 3,4,&5)

#### OBJECTIVE:

Advocate and educate on the benefits, mechanisms and application of Village Conservation Districts (VCD) among county commissioners, neighborhood residents, and landowners.

Engage community members, including land bank/conservation funds representatives, municipal leaders via workshops

Gather feedback from workshop attendees

Compile a summary report of feedback

Provide updated maps of focus areas including data and feedback collected through stakeholder engagement process. Highlight existing initiatives and future opportunities for VCD pilot projects and Citizen Farmer activation sites

#### DELIVERABLES:

- 3 Workshops (for Focus Areas 3,4 & 5)
- Summary Reports (for Focus Areas 3,4 & 5)

#### ESTIMATED TIMELINE:

2 months

#### COST:

TBD

#### Meetings & presentation of slide decks

- Scheduling and planning for workshops (Focus Areas 3,4,& 5)
- Workshop and feedback session for neighborhood focus areas 3,4,& 5 (1-2 day workshop per focus area, 2 zoom meetings per focus area)
- Presentation to Land bank/Land trust/land owners (1 Zoom, 1 in person)
- Presentation to Commissioners (2 zoom, 2 in person or zoom)

#### Summary reports

- Summary report for focus areas 3,4,& 5 with feedback and prioritization of menu of amenities , includes maps and written data
- Identification of pilot project locations
- Identification of interested parties in the formation of neighborhood leadership groups (Local VCD Coalitions)



# SCOPE OF SERVICES PHASE III - PART 2

Task 2

## Final Report

### OBJECTIVE:

Provide a final report for Focus Areas 1-5 including a comprehensive plan, zoning and implementation recommendations.

### DELIVERABLES:

- Executive Summary for developers
- Final Report

### ESTIMATED TIMELINE:

1 month

### COST:

TBD

### *Executive Summary*

- *Prepare an executive summary appropriate for presentation to developers outlining the opportunities for development within VCD model and identified locations*

### *Final Report*

- *Compile final report for Focus Areas 1-5 (includes phase 1 & 2 reports - updated with focus area maps)*
- *Include land use (CDP) and zoning directives*





# SERVICES SUMMARY

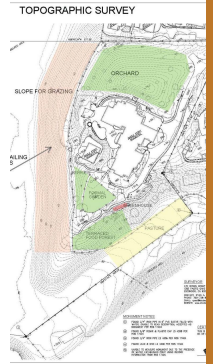
DISCOVER

**Objectives:** Create a basemap showing site context, constraints and opportunities. Identify stakeholder to collaboratively define the project goals and vision. Outline phasing and financial expectations.

**Benefits:** This uncovers a unified vision for the project considering constraints and opportunities. It provides a compelling document to communicate your vision with stakeholders, designers, planners, or investors.

## Deliverables

- Visioning workshop
- Site overlay diagram
- Phasing and financial outline
- Program presentation document explaining the vision, programming and site opportunities



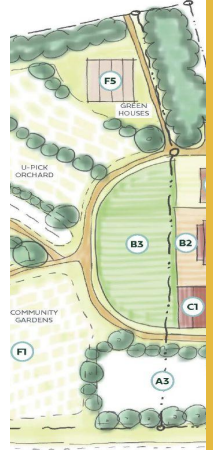
DESIGN

**Objectives:** Refine the vision to meet the constraints of the site, phasing, and financial realities. Prepare a physical design and a structural plan for operating and managing the project long term. Prepare a financial plan for build out and operation of the project vision.

**Benefits:** This turns your vision into a comprehensive blueprint with a physical layout, phasing, organizational structure, and financial strategy. It provides inspiring visuals and clarifying details including specific project areas. It creates a shovel-ready plan that minimizes surprises, conflicts, and inefficiencies.

## Deliverables

- Masterplan
- Focus area designs
- Business plan outline
- Fundraising and partnership strategy
- Capital expense projections and preliminary operating budget



ESTABLISH

**Objectives:** Build the physical spaces and growing places. Establish the human systems that will manage and operate the project going forward.

**Benefits:** Using the thorough understanding we developed in Discovery along with the Designs we refined together, we execute your project in phases that match the needs of the farm, your budget, and your priority project areas. We provide regular updates and prioritize transparency allowing you to choose your level of involvement. By matching implementation, installation, and construction tasks to a timeline and budget, smooth and sustainable project progress can be achieved.

## Deliverables

- Project timeline
- Project budget
- Operating documents and systems for managing the farm



SUSTAIN

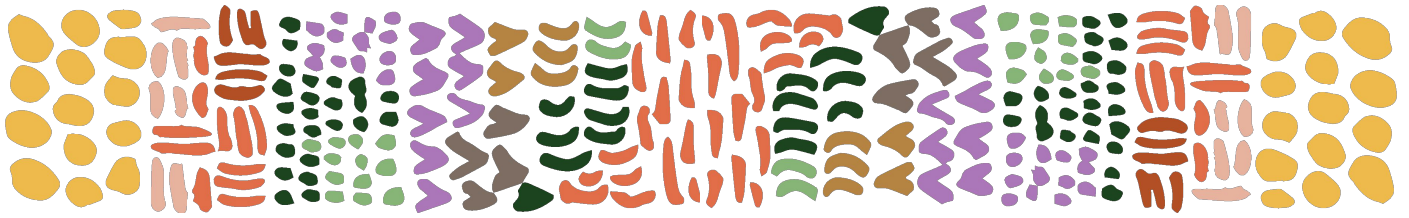
**Objectives:** Streamline operating efficiencies, expand stakeholder engagement, and increase productivity and impact.

**Benefits:** Running a farm well is about understanding it from the ground up. Our team helps identify, train, and oversee your farm team, providing them with a deeper contextual understanding and intuition for how to help your farm thrive. With our consulting contracts, we provide an open door for you or your team to ask questions and get expert advice. We provide regular check-ins and assessments to identify avenues for improvement.

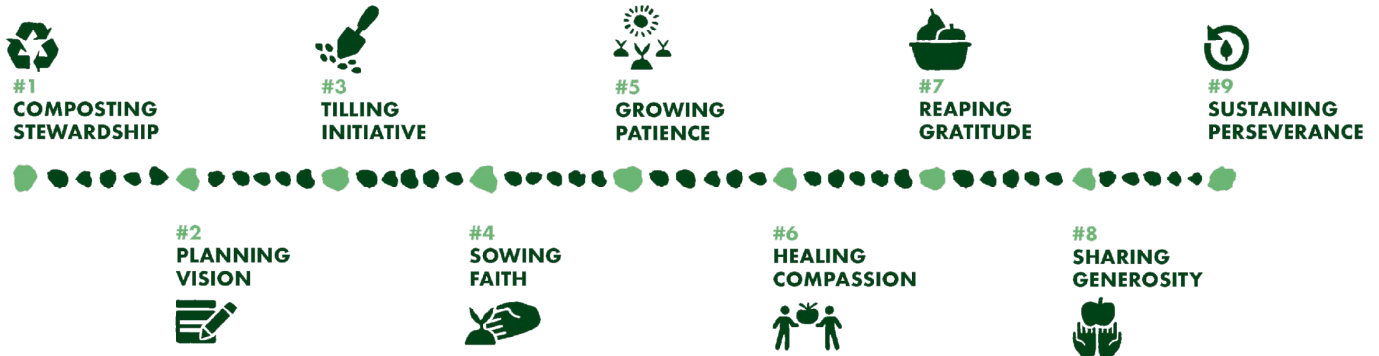
## Deliverables

- Regular financial reports
- Risk assessments, capital investment opportunities, and progress reports
- Farm production (food and value-added products)





# THE DEEPER THE ROOTS, THE HIGHER THE REACH



In 2010, Daron wrote the book, *“Citizen Farmers: The Biodynamic Way to Grow Healthy Food, Build Thriving Communities, and Give Back to the Earth”*, based around 9 key lessons or virtues of the farm. These lessons layout the values we seek to practice and infuse in every aspect of our work.

In 2020, in partnership with the Captain Planet Foundation, our leadership team founded the Citizen Farmers Academy (CFA) - an organization dedicated to supporting farms and gardens where people grow. Our Citizen Farm partners help feed local schools and communities, develop the agricultural workforce, and grow healthy kids through season-long projects in the garden where they learn about healthy eating, giving back to nature, and cultivating themselves. Our partners include for-profit and nonprofit farms, school and community gardens, and even homesteads.

As our sister organization, CFA opens up community, grant, and foundation funding channels as well as powerful impact opportunities with local schools and service organizations. As your project’s nonprofit partner, you’ll be able to access powerful community engagement to elevate the profile of your project and generate goodwill among your neighbors.



**CITIZEN FARMERS  
ACADEMY**



Founder / Project Lead

## Daron 'Farmer D' Joffe

A nationally recognized Biodynamic farmer, educator, consultant, speaker and entrepreneur, Daron is the author of the acclaimed book "Citizen Farmers: The Biodynamic Way to Grow Healthy Food, Build Thriving Communities and Give Back to the Earth." He is the founder of Farmer D Consulting and has over 20 years experience designing and building community farms and gardens all over the country. Past clients include agrihood communities, resorts, retreat centers, spas, hospitals, non-profits, schools, cities and private landowners.



Business Strategy, Finance, & Development

## Scott Peeples

Scott is an exited entrepreneur specializing in stakeholder integration and organizational development. His last company, Peerfit, was acquired by Peloton and FitOn. He is also the cofounder of the Stakeholder Score, an open-sourced 360 assessment of stakeholder network health. He helps our projects develop an integrated business strategy and systems that connect with their broader community to expand opportunities and increase resiliency. He is also our expert on digital systems, finance, & marketing.



Project Manager & Landscape Designer

## Lindsay Gucker

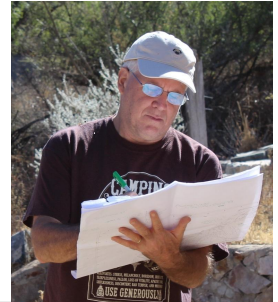
Lindsay has designed and built ecological landscapes, specializing in climate resiliency through rainwater, graywater and sustainable food production systems. Her passion within the field of landscape architecture is centered on designing landscapes that celebrate our connection to nature and improve quality of life for present communities and future generations. Her focus on regenerative food systems stems from years of hands-on experience working on organic vegetable farms prior to entering the design profession.



Planner / Assessment and Master Planning

## Greg Ramsey

Greg Ramsey is a village and conservation community designer and planner that has been collaborating with Farmer D for twenty years. He has helped plan, design, and develop Agrivillages as Conservation Communities for master planned communities, conservation oriented developers, heritage and foundation lands, and intentional communities. While working with Farmer D, Greg brings his planning experience by integrating farms and natural habitats into the development of hamlets and villages and intentional communities.



Farm Operations & Implementation Manager

## Reese Baker

Reese has built his career as a farmer, an educator, and a landscape designer and builder in Northern California, Vermont and Florida. With his varied background of commercial organic farming, land management and community building, he brings valuable experience to our projects. Reese is dedicated to the microorganisms that play their role to the larger movements of cultural & agricultural regeneration, reversing global climate change and home grown food!



Landscape Architect

## Alli Wilson

Growing up with a combination of frequent, long camping trips and visiting her grandpa's homestead fostered an appreciation for outdoor life. Since then Alli has found landscape architecture, and design in general, to be a great way to promote healthy outdoor living and foster social engagement. Her grad school thesis on growing food within urban food deserts taught Alli the importance of combining design and food; giving everyone the opportunity to have access to fresh, local produce.





## Master Service Agreement Terms

This Master Service Agreement (“Agreement”), executed on September 9, 2024, will set forth the terms and conditions of the consulting arrangement between Farmer D (“Farmer D” or “Consultant”) and Dekalb County c/o Ted Terry (“Client”).

**1. Consulting Services.** The Client hereby engages Farmer D to perform the services (the “Services”) described in Exhibit A attached hereto, as it may be amended from time to time by agreement of the parties or expanded and articulated in specific scopes of work (the “Sub-scopes”) to be developed during the term of this Agreement. The Services, including any Sub-scopes”, will be categorized into certain tasks (the “Tasks”) as outlined in Exhibit A.

**2. Fees and Payment Terms.** In consideration for Farmer D’s services, the Client shall pay to the Consultant the compensation set forth in Exhibit A, along with any additional fees required to complete the Services, as outlined in Section 4 of this Agreement, and as may be detailed in any Sub-scopes created under this Agreement, subject to the following terms:

(a) **Fee Structure.** Invoices shall be submitted to the Client by the 5th of each month for services rendered in the preceding month. (i) Monthly Retainer scopes bill a flat monthly fee. (ii) Project Completion scopes bill on percent completion at the end of each month. (iii) Hourly scopes bill for time and materials spent each month. And, (iv) Monthly-Not-to-Exceed scopes bill for time and materials up to a monthly maximum.

(b) **Payment Period.** All invoiced amounts are due within seven (7) days of the invoice date. Late payments shall incur a late fee as outlined in Section 2(c) of this Agreement.

(c) **Late Payment.** Any overdue payment shall incur a late fee of 1.5% per month until fully paid.

(d) **Reimbursement of Expenses.** The Client will reimburse Consultant for certain out-of-pocket expenses as set forth on Exhibit A and any expenses related to Sub-scopes. In such cases, Farmer D shall charge a service fee of 10% of the total cost in addition to reimbursable expenses.

(e) **Purchasing, Procurement, and Labor Management Fees.** As outlined in Section 4 of this Agreement, certain additional costs may be incurred in completing the Services outlined in Exhibit A or Sub-scopes. Estimates of these costs will be provided to the Client before they are incurred and will include a 10% service fee. The Client agrees to approve, revise, or reject such proposed estimates in a timely manner so as not to unduly impede progress in completing the Services. Unless the proposed estimate is rejected in writing, the Client hereby agrees to be bound to pay all such fees according to this Agreement, up to a maximum of 5% in excess of the proposed and approved estimates.

**3. Covenants.** In connection with this Agreement, each party hereby agrees to the following covenants and makes the following representations.

(a) **Confidentiality.** Each party acknowledges that it will have access to trade secrets and other confidential information of the other party (collectively, the “Confidential Information”); provided, however, that Confidential Information does not include information which (i) is generally available to the public or becomes publicly known through no wrongful act of the other party; (ii) is received by either party from a third party who had a legal right to provide it and is free of an obligation of confidentiality under federal laws and regulations, (iii) is independently developed by one party without reference to the other party’s confidential information or (iv) was in the receiving party’s lawful possession prior to the disclosure

Each party covenants and agrees that, both during and after the term of this Agreement, it will keep secret all Confidential Information of the other party and will not disclose, reveal, divulge or otherwise make known any Confidential Information to any person or use any Confidential Information for its own account or for the benefit of any other individual or entity, except with the prior written consent of the disclosing party.

(b) **Intellectual Property Rights.**

(i) **Ownership of Branding:** The Client shall own all right, title, and interest (including all intellectual property rights of any sort throughout the world) relating to any and all branding, trademarks, service marks, logos, and trade names developed specifically for the Client’s farm enterprise under this Agreement. This includes, but is not limited to, branding developed for on-farm dining areas, specific agricultural products, and any unique marketing materials.

(ii) **Licensing of Branding to Farmer D:** The Client hereby grants Farmer D a non-exclusive, royalty-free, worldwide license to use this branding solely for the purposes of marketing the Client's farm enterprise as part of Farmer D's portfolio and promoting Farmer D's services to other potential clients. This license includes the right to display, reproduce, and distribute the branding in Farmer D's marketing materials, including digital and print media.

(iii) **Ownership of General Business Methods and Strategies:** Farmer D shall retain exclusive ownership of all intellectual property rights in any business methods, systems, strategies, or practices developed or employed by Farmer D during the term of this Agreement that are generalizable and applicable to farm development and management beyond the scope of this specific engagement with the Client. This includes methodologies, processes, or tools developed independently and used in the performance of services under this Agreement.

(iv) **Client's Use of General Business Methods and Strategies:** While Farmer D retains ownership of these general business methods and strategies, the Client is granted a non-exclusive, perpetual license to use such methodologies and strategies developed during this Agreement for the operation of their farm enterprise.

(v) **Assignment and Assistance in Protecting IP:** Farmer D hereby makes all assignments necessary to accomplish the ownership rights as outlined in this Agreement. Furthermore, Farmer D shall assist the Client, at Client's expense, to evidence, record, perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned. Any Intellectual Property created by Client or Farmer D prior to or after the term of this contract or outside the scope of the Services in this proposal shall remain under the sole ownership of the party that created such Intellectual Property.

(c) **Non-Solicitation.** Client agrees not to solicit the services or employment of the Consultant's employees or contractors during the Term of this Agreement and for a period of two (2) years thereafter.

#### **4. Purchases, Procurement, and Labor Management.**

(a) **Client's Direct Purchase.** Client acknowledges that certain capital equipment, materials, supplies, and labor may need to be directly procured or hired by the Client to facilitate the project. Farmer D shall coordinate with the Client to identify the required resources, provide specifications, and engage third-party vendors or contractors.

(b) **Client's Payment Obligation.** Client agrees to make direct payments to third-party vendors, suppliers, or contractors for any resources, materials, supplies, or labor procured or hired as specified by Farmer D. Client shall ensure that payments for such procurement or hiring are made within seven (7) days of receiving the request from Farmer D.

(c) **Farmer D's Procurement Services.** Farmer D may, at its discretion, procure assets, supplies, or hire third-party contractors on behalf of the Client. The Client agrees to reimburse Farmer D for these expenses, as detailed in section 2(e) of this Agreement.

(d) **Equipment Rentals.** Farmer D may rent equipment necessary to execute specific projects within defined sub-scopes agreed upon under this MSA. Rental fees for such equipment shall be outlined in the corresponding sub-scope agreements and be payable along with other expenses as specified in section 2(d) of this Agreement.

(e) **Labor Recruitment and Support.** Farmer D may assist in recruiting, providing training, and offering ongoing support for farm laborers or managers as needed in defined sub-scopes. In such cases, the Client shall be responsible for compensating the recruited individuals, either as independent contractors or employees, at their discretion, following Farmer D's recommendations. The Client agrees to make reasonable efforts to arrive at a compensation package agreeable to the recruit and aligned with Farmer D's recommendation in a timely manner.

## **5. Indemnification, Liability, Compliance, and Insurance.**

(a) **Indemnification.** Each party agrees to indemnify, defend, and hold harmless the other party, its affiliates, officers, directors, employees, and agents from and against any claims, damages, liabilities, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to any breach of this Agreement, negligence, or willful misconduct by the indemnifying party. This indemnification does not apply to liabilities, claims, or expenses arising as a result of (i) the Client's negligence or willful misconduct, (ii) circumstances beyond Farmer D's reasonable control, or (iii) any breach of this Agreement by the Client.

(b) **Limitation of Liability.** Except for indemnification obligations, neither party shall be liable to the other party for any indirect, special, incidental, consequential, or punitive damages arising out of or related to this Agreement, even if advised of the possibility of such damages.

(c) **Compliance with Law.** Farmer D shall perform the Services in compliance with all applicable federal, state, and local laws, regulations, and ordinances including environmental, health, safety, and agricultural laws and regulations. Client shall ensure compliance with any specific regulatory requirements associated with the project and shall assist Farmer D in complying with all aforementioned laws and regulations where such assistance might be required.

(d) **Insurance Coverage.** Both parties agree to maintain comprehensive general liability insurance, including but not limited to coverage for bodily injury, property damage, products/completed operations, and contractual liability with reputable insurers. Farmer D shall provide evidence of insurance coverage upon Client's request. The Client shall likewise maintain appropriate insurance coverage related to the project.

(e) **Assumption of Risk.** Client acknowledges the inherent risks associated with the project, including exposure to heavy machinery, unstable ground, agricultural or construction materials, and chemicals. Both parties agree that any individuals directly or indirectly affected by the project assume these risks, and Farmer D shall not be held liable for injuries resulting from such inherent risks.

**6. Sub-scopes and Their Relation to Agreement.** To further clarify specific projects as part of the Services, certain additional work scopes may be generated, including procurement, purchasing, rentals, recruiting, and training as well as additional Farmer D team hours may be outlined. These Sub-scopes will include an itemized budget and timeline for their completion.

(a) **Scope Consistency.** Any future sub-scope agreements entered into between Farmer D and the Client shall be consistent with the terms and conditions outlined in this Master Service Agreement (MSA) to the extent applicable.

(b) **Integration with MSA.** The parties acknowledge that all sub-scopes shall be governed by and subject to the terms of this MSA. Any conflicting provisions in the sub-scope agreements shall be superseded by the terms set forth in this MSA unless expressly modified in writing by both parties.

(c) **Additional Provisions.** The parties may introduce additional terms and conditions in sub-scope agreements specific to the scope of work and services therein, provided that such additional provisions do not contravene or alter the fundamental terms outlined in this MSA.

(d) **MSA Prevails.** In the event of any discrepancy or inconsistency between the provisions of this MSA and any subsequent sub-scope agreement, the terms and conditions of this MSA shall prevail unless otherwise agreed upon by both parties in writing.

(e) **Sub-scope Approval & Revision.** Any new Sub-scopes generated under this Agreement will be developed and shared with the Client for approval and review prior to their taking effect. The Client agrees to review and respond to Farmer D with any changes or feedback in timely manner so as not to unduly impede progress in completing the Services. Once a Sub-scope contract is executed, either party may request a revision to said Sub-scope prior to completion of the services outlined in that Sub-scope ("Sub-scope Services") by submitting, in writing, a Change Order to that effect. The Change Order must be agreed to by both parties in writing. Both parties agree to be bound by that Change Order, including any adjustments to the budgets, timeline, or Sub-scope Services.

**7. Termination and Dispute Resolution.**

(a) **Termination.** Either party may terminate this Agreement upon 30 days’ written notice. Upon termination, the Client agrees to pay for all Services rendered and expenses incurred up to the termination date, as well as any costs reasonably incurred by Farmer D in relation to the winding down of services.

(b) **Dispute Resolution.** In case of any dispute arising under this Agreement that cannot be settled by reasonable discussion, the parties agree that, prior to commencing any legal proceeding they will first engage the services of a professional mediator and attempt in good faith to reach a consensual solution with the assistance of the mediator. The parties shall mutually agree upon a qualified mediator. The cost of the mediation, including any fees and costs charged by the mediator and the mediation service, but excluding the parties’ attorneys’ fees, will be shared equally by the parties. Any information or disclosures revealed by either party to the mediator or to the other party during the mediation process will be considered confidential. If the parties fail to resolve the matter through mediation within sixty (60) days of the request for mediation, unless the parties agree otherwise, either party may proceed with a legal proceeding. The exclusive venue for any lawsuits arising under this Agreement will be the state and federal courts located in the State of Georgia and both parties hereby irrevocably consent to the personal jurisdiction and venue of such courts. In the event of a dispute, the parties agree to commence mediation proceedings within 30 days from the date of the dispute being formally raised by either party.

**8. Miscellaneous.**

(a) **Entire Agreement.** This Agreement including Exhibit A hereto constitutes the full agreement between Farmer D and the Client with regard to the terms hereof. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein.

(b) **Amendment and Severability.** This Agreement may only be modified or amended by our mutual written consent. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination shall not affect any other provision of this Agreement and the provision in question shall be modified by the court so as to be rendered enforceable in a manner consistent with the intent of the parties insofar as possible. Headings and subheadings in this Agreement are solely for convenience.

(c) **Counterparts and Signatures.** This Agreement may be signed in counterparts and the counterparts taken together shall constitute one agreement. Facsimile signatures shall be deemed as effective as original signatures.

(d) **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia as applied to contracts made and to be performed entirely within Georgia.

**Farmer D**

**Agreed and accepted:**

By:

By:

Print Name: Daron Joffe  
Print Title: Founder and President  
Date:

Print Name:  
Print Title:  
Date:

*Billing Contact*  
Print Name:  
Email:



# Farmer D

Growing Communities

