

Amendment #2

ARTICLE 1. SCOPE OF SERVICE

The DCBOH has implemented, through the Health Assessment and Promotion (HAP) Department, Local Efforts towards Addressing Disparities in DeKalb (LEAD DeKalb). This program engages a network of partners to increase the accessibility of fruits and vegetables, increase opportunities to engage in physical activity and increase access to community related programs. The LEAD DeKalb program, funded by the CDC, implements a variety of health-focused initiatives throughout DeKalb County.

To accomplish the goals outlined above DCBOH will collaborate with the County to promote healthy eating behaviors by executing the following activities:

AS READS:

RESPONSIBILITIES OF THE DCBOH:

- 1) Designate LEAD DeKalb staff to liaison with the County and assist in coordination of activities and related projects.
- 2) Conduct site visits during the term of the agreement.
- 3) Provide feedback and technical assistance.
- 4) Support marketing and advertising efforts.
- 5) Support monitoring, evaluation, and reporting efforts.
- 6) Provide funding for a full-time position to manage the mobile farmers market; and
- 7) Reimburse the County for serves provided under the terms of the agreement.

RESPONSIBILITIES OF THE COUNTY

Collaborate with DCBOH to operate a mobile farmers market serving primarily low-income African American communities and food deserts in DeKalb County. Successful operation

of the mobile farmers market will be based on the following criteria:

I. Planning

Within sixty (60) business days after the full execution of this agreement, the County will submit the following to the DCBOH:

1. A detailed target audience profile for Mobile Market-select stops to include the following:
 - a. Age
 - b. Gender
 - c. Ethnicity
 - d. Race
 - e. Location, and
 - f. Income
2. Additional DCBOH audience details such as psychographics and behavior to be shared with the County upon completion of community assessment.
3. Within sixty (60) business days after the full execution of this agreement, the County will submit a list of scheduled market events to the DCBOH.
4. Within seven (7) business days after the full execution of this agreement, the County will submit confirmation of acceptance of Supplemental Nutrition Assistance Program (SNAP) benefits.

II. Implementation

1. The mobile farmers market must sell to DeKalb County residents in census tracts with the following demographics:
 - a. At least 25% of residents are African American
 - b. At least 20% of residents are below the 100% federal poverty level
 - c. Six stops will be selected in partnership with DCBOH that meet the above criteria. .

Community Health Assessment Area (CHAA)	Percentage Below 100% Federal Poverty Threshold	Percentage of African Americans	Number of Targeted Census Tracts
Atlanta	14.4%	34.9%	2
Clarkston	37.1%	58.2%	5
McNair-Cedar Grove	20.0%	86.6%	9
Tucker-Henderson	16.2%	32.7%	4
Avondale-Towers-Columbia	27.1%	74.8%	11
Redan	18.7%	88.9%	3
Lithonia	16.1%	91.8%	2
Stone Mountain-Stephenson	23.6%	81.4%	3

2. Designate one (1) mobile farmers market manager to do the following:
 - a. Secure produce for the mobile farmers market
 - b. Coordinate and manage day-to-day operations of the mobile farmers market
 - c. Build community partnerships, conduct outreach and marketing effort.
 - d. Be responsible for the maintenance of the mobile farmers market vehicle
 - e. Assist with data collection and reporting
 - f. Assist DCBOH with marketing and advertising efforts
3. Operate the mobile farmers market at least three (3) days per week for a minimum of sixteen (16) weeks per market season. The mobile farmers market should make a minimum of two (2) stops per operational day, with a minimum of eight (8) stops per week.
4. Pending available funds, each market season of the mobile farmers market will coordinate events to include the following:
 - a. One (1) Opening event
 - b. One (1) Closing event

5. Mobile farmers market manager will be available for bi-weekly conference calls during the market season and once a month during the off-season to discuss challenges, success stories and progress of the mobile farmers market.

III. Marketing

1. Within sixty (60) business days after the full execution of this agreement, DeKalb County Extension will submit to DCBOH one (1) detailed communications plan outlining proposed advertising for the mobile farmers market. The communications plan should include the following:
 - a. Target population
 - b. Proposed outreach methods to reach target audience (examples below)
 - Flyer distribution
 - Mass email
 - Social media
 - Newsletter
 - Message board
 - Outreach at local events and/or businesses
 - c. Proposed communication evaluation metrics (# of tweets, flyers distributed, individuals emailed, outreach events, etc.)
2. DCBOH will support DeKalb County Extension in all marketing efforts.
3. All marketing materials funded through this agreement must be pre-approved by the DCBOH prior to dissemination.
4. DCBOH will own all marketing materials created through this agreement. DCBOH will provide all final marketing files in non-editable PDF format.
5. The County will submit all final products and editable files electronically. All file formats must be submitted to DCBOH including files compatible with DCBOH's system.
6. The County will comply with the DCBOH marketing and branding guidelines.

IV. Evaluation

1. Provide DCBOH the following data for each mobile farmer's market stop:
 - a. Total number of transactions.
 - b. Total number of individuals/contacts other than staff. Should include those who may not make a purchase but are still exposed to the market.
 - c. Total dollar amount in sales.
 - d. Total dollar amount in SNAP transactions.
 - e. Total number of SNAP transactions; and
 - f. Marketing and communication efforts as outlined in approved communications plan.
2. Coordinate with DCBOH to conduct focus groups and/or data collection as part of CDC reporting requirements.
3. Program Monthly Report – Provide monthly reports that outline successes, challenges, and strategies to overcome stated challenges. A template will be provided by DCBOH staff. All monthly reports to include the following for each market day:
 - a. Monthly total number of transactions
 - b. Monthly total number of individuals/contacts
 - c. Monthly total dollar amount in sales
 - d. Monthly total number of SNAP transactions
 - e. Monthly total dollar amount in SNAP transactions
 - f. Monthly marketing and communication efforts as outlined in approved communications plan
 - g. Program successes
 - h. Program challenges
 - i. Strategies to overcome stated challenges
4. Program Final Report - Submit Final Report to include cumulative data as outlined in previous monthly reports. In addition to the cumulative data, DeKalb County Extension should develop two (2) strategies to keep customers engaged during the off season (i.e. customers sending pictures of their favorite healthy dishes and tagging Fresh on DeK)

IS AMENDED TO READ:

ARTICLE 1. SCOPE OF SERVICE

The DCBOH has implemented, through the Health Assessment and Promotion (HAP) Department, Local Efforts towards Addressing Disparities in DeKalb (LEAD DeKalb). This program engages a network of partners to increase the accessibility of fruits and vegetables, increase opportunities to engage in physical activity and increase access to community related programs. The LEAD DeKalb program, funded by the CDC, implements a variety of health-focused initiatives throughout DeKalb County.

RESPONSIBILITIES OF THE DCBOH

- 1) Be responsible for hiring the driver/community health worker to drive the mobile unit for Fresh on DeK Mobile Farmers Market each season
- 2) Oversee all maintenance, insurance, fuel, and parking of the Mobile Unit
- 3) Provide all marketing materials to continue the identification of the Fresh on Dek Mobile farmers market
- 4) Work collaboratively with UGA Cooperative Extension DeKalb County on scheduling the mobile farmers market stops
- 5) Give authorization to UGA Cooperative Extension DeKalb County for the mobile market manager or assistant market manager to act as a backup driver for the mobile unit in the case that the DCBOH mobile unit driver /community health worker is out sick and a substitute driver is needed during the Market Season so that business can continue

RESPONSIBILITIES OF THE COUNTY

- 1) Utilize the DeKalb County Board of Health Mobile Unit to Operate the Fresh on DeK Mobile Farmers Market in DeKalb County each Market Season
- 2) Provide a schedule of all market stops and activities to the Mobile Unit driver in advance
- 3) Work with mobile unit driver to schedule pick-up and drop-offs
- 4) Utilize their mobile market manager or assistant market manager to act as a backup driver for the mobile unit in the case that the DCBOH mobile unit driver

/community health worker is out sick and a substitute driver is needed during the market season so that business can continue

PROJECT DELIVERABLES

To accomplish the goals outlined above DCBOH will collaborate with the County to promote healthy eating behaviors by executing the following additional activities:

1. The DCBOH will establish a DCBOH Mobile/Fresh on DeK Mobile Unit Team, consisting of the following members:
 - a. DCBOH Mobile Unit Driver/Community Health Worker
 - b. DCBOH HAP Manager
 - c. DCBOH REACH/LEAD DeKalb Coordinator
 - d. DeKalb Extension Fresh on DeK Market Managers and Team members
 - e. DCBOH Communication and Marketing
 - f. DCBOH Internal Services Department

2. The target audience and areas to be served are as follows:
 - a. Serving primarily low-income African American communities and food deserts in DeKalb County.
 - b. Provide healthy produce to DeKalb County Residents in census tracts with the following demographics:
 - At least 25% of residents are African American
 - At least 20% of residents are below the 100% federal poverty level, and
 - Six stops will be selected in partnership with DCBOH REACH/LEAD DeKalb Team that meet the above criteria each season

3. Services offered by the DCBOH Mobile/Fresh on Dek Mobile Unit
 - a. Fresh on DeK Mobile Farmers Market to sell or give away fresh produce to DeKalb County Residents
 - b. Nutrition Education and Food Demonstrations
 - c. Health Education and Referrals to other DCBOH programs and services by the Community Health Worker
 - d. Nutrition Education and Referrals to extension programs and services

Signature Page Follows

IN WITNESS WHEREOF, the parties have each hereunto affixed their signatures the day and year first written above.

Contractor Execution

County signatures provided on following page.

Signature

Printed Name

Title

Date

Board Execution

Sandra J. Valenciano, M.D., M.P.H.
Interim District Health Director,
DeKalb County Board of Health,
District 3-5

Date

ATTEST:

Attestation
Internal Services Manager

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) counterparts, each to be considered as an original by their authorized representative.

DEKALB COUNTY, GEORGIA

_____ **by Dir.**(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

Department Director

Department Director Name (Typed or Printed)

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

ROUTE SLIP FOR CONTRACTS AND AGREEMENTS

FOR USE BY THE DEPARTMENT OF PURCHASING AND CONTRACTING

Date Out of P&C: February 20, 2020

ITB # _____ RFP# _____ RFQ# _____
 PSA _____ Agenda Item _____ Change Order # _____
 GSA/SWC # _____ Other (specify) _____

Processed by: Angel Frazier, Title: Procurement Agent Amount: \$ 400,000.00
Revenue Generating Yes No

BOC Award/Approval Date: Pending Approval on 2/25/ agenda
Company Name: DeKalb County Board of Health
Oracle Contract Number: ~~1199358~~ 1155190
Project Title: Mobile Farmers Market

FOR USE BY PURCHASING AND CONTRACTING DIRECTOR OR MANAGER

Approved by: Charles D. Frazier, Title: Procurement Manager Date: 02/24/2020
Comments/Notes: _____

FEB 26 2020 FOR USE BY THE COUNTY LAW DEPARTMENT

Date Received: _____ Date Sent to P&C: _____
Law Department Log Number: 20-561 ADA Reviewing Attorney: _____
Action Taken: (include date and signature on approved line): _____

Returned to Purchasing and Contracting: _____ Received from reroute (if applicable): _____
Approved: [Signature] 2/27/2020
Comments/Notes: _____

Approval as to form contingent upon Governing Authority approval to recommend awardee for recommended Contract Price.

FOR USE BY THE USER DEPARTMENT

Department: Extension Services
Department Signature: [Signature] Date: 2/28/2020
Contract Purpose: _____

FOR USE BY THE CHIEF EXECUTIVE OFFICER

Date Received: _____ Date Out: _____
Action Taken: (include date and signature on approved line).
Returned: Purchasing & Contracting Approved: [Signature]
Comments/Notes: _____
Signed by: Michael Thurmond
Date & Time: 13 Oct, 2020 14:58:54 EDT

FOR USE BY THE DIRECTOR OF FINANCE AND THE COUNTY CLERK

Director of Finance (for review)

Dianne McNabb
Signature
Signed by: Dianne McNabb
Date & Time: 20 Oct, 2020 08:48:09 EDT

Received _____ Date Out _____

Director of Finance (for attestation and review)

Barbara Sanders-Norwood
Signature
Signed by: Barbara Sanders-Norwood
Date & Time: 20 Oct, 2020 08:48:09 EDT

Received _____ Date Out _____

STATE OF GEORGIA
COUNTY OF DEKALB

CONTRACT NO.:
19-0842-Co090-01

Professional Services Contract DeKalb
County Cooperative Extension
Amendment #1

ARTICLE 4 - CONTRACT MODIFICATION

This contract may be modified by mutual consent at any time, but no modification or alteration of this contract will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this instrument.

AS READS:

Article IV. Payment Procedures/Cost Reimbursement

1. The DCBOH agrees to reimburse the County an amount not to exceed Eighty Thousand Dollars and zero cents (\$80,000.00)

IS AMENDED TO READ:

Article IV. Payment Procedures/Cost Reimbursement

2. The DCBOH agrees to reimburse the County an amount not to exceed Four Hundred Thousand dollars and zero cents (\$400,000.00) as indicated in Appendix A-1.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in four (4) counterparts, each to be considered as an original by their authorized representatives.

DEKALB COUNTY BOARD OF HEALTH

By: *S. Elizabeth Ford* (SEAL)
Signature

S. Elizabeth Ford, M.D., M.B.A.
Name

District Health Director
Title

8 July 2020
Date

Federal Tax I.D. Number

DEKALB COUNTY, GEORGIA

Michael L. Thurmond
Signed by: Michael Thurmond
Date & Time: 13 Oct, 2020 14:58:59 EDT **by Dir. (SEAL)**

Michael L. Thurmond
Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

Signature

Name

Title

Date

ATTEST:

Barbara Sanders-Norwood
Signed by: Barbara Sanders-Norwood
Date & Time: 20 Oct, 2020 08:48:15 EDT

BARBARA SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia

Date

APPROVED AS TO SUBSTANCE:

James F. Miller Jr
Department Director

JAMES F. MILLER JR
Department Director Name (Typed or Printed)

APPROVED AS TO FORM:

Angela D. Allrich
County Attorney Signature

Angela D. Allrich
County Attorney Name (Typed or Printed)

Appendix A-1: Fees and Services

Services will be rendered at a project-based fee not to exceed \$400,000

Description of Services for DeKalb County Extension FY 2019	Estimated Due Date	Dollar Amount	Total
Operate a Mobile Farmers Market			
Collaborate with DCBOH to operate a mobile farmers market serving primarily low-income African American communities and food deserts in DeKalb County. Successful operations of the mobile farmers market will be based on the criteria detailed on the Scope of Services.			
Submit one (1) audience profile and a list of scheduled market events	February 2019- March 2019	\$20,000	\$20,000
Submit one (1) detailed communications plan to outline the proposed marketing and advertising efforts for the mobile farmers market	February 2019- March 2019	\$20,000	\$20,000
Provide nutrition education focused on low income families at Mobile Market Stops	June 2019- August 2019	\$10,000	\$10,000
Monthly Program Report			
Submit monthly reports that outline successes, challenges, and strategies to overcome stated challenges. A template will be provided by DCBOH staff. Monthly reports will be based on criteria detailed in the Scope of Services			
Three (3) Monthly Program Report	June 2019- August 2019	\$5,000.00	\$15,000
Final Program Report			
Final Report to include cumulative data as outlined in previous monthly reports. In addition to cumulative data, the final report will include two (2) strategies to keep customers engaged during the off season. A template will be provided by DCBOH staff. Final Report will be based on criteria detailed in the Scope of Services			
Final Program Report	September 14, 2019	\$15,000.00	\$15,000.00
<u>Total Contract not-to-exceed = \$80,000.00</u>			

Description of Services for DeKalb County Extension FY 2020	Estimated Due Date	Dollar Amount	Total
Operate a Mobile Farmers Market			
Collaborate with DCBOH to operate a mobile farmers market serving primarily low-income African American communities and food deserts in DeKalb County. Successful operations of mobile farmers market will be based on			

the criteria detailed on the Scope of Services.			
Submit one (1) audience profile and a list of scheduled market events	February 2020- March 2020	\$20,000	\$20,000
Submit one (1) detailed communications plan to outline the proposed marking and advertising efforts for the mobile farmers market	February 2020- March 2020	\$20,000	\$20,000
Provide nutrition education focused on low income families at Mobile Market Stops	June 2020- August 2020	\$10,000	\$10,000
Monthly Program Report			
Submit monthly reports that outline successes, challenges, and strategies to overcome stated challenges. A template will be provided by DCBOH staff. Monthly reports will be based on criteria detailed in the Scope of Services			
Three (3) Monthly Program Report	June 2020- August 2020	\$5,000.00	\$15,000
Final Program Report			
Final Report to include cumulative data as outlined in previous monthly reports. In addition to cumulative data, the final report will include two (2) strategies to keep customers engaged during the off season. A template will be provided by DCBOH staff. Final Report will be based on criteria detailed in the Scope of Services			
Final Program Report	September 14, 2020	\$15,000.00	\$15,000.00
Total Contract not-to-exceed = \$80,000.00			
Description of Services for DeKalb County Extension FY 2021	Estimated Due Date	Dollar Amount	Total
Operate a Mobile Farmers Market			
Collaborate with DCBOH to operate a mobile farmers market serving primarily low-income African American communities and food deserts in DeKalb County. Successful operations of the mobile farmers market will be based on the criteria detailed on the Scope of Services.			
Submit one (1) audience profile and a list of scheduled market events	February 2021- March 2021	\$20,000	\$20,000
Submit one (1) detailed communications plan to outline the proposed marking and advertising efforts for the mobile farmers market	February 2021- March 2021	\$20,000	\$20,000
Provide nutrition education focused on low income families at Mobile Market Stops	June 2021- August 2021	\$10,000	\$10,000

Monthly Program Report			
Submit monthly reports that outline successes, challenges, and strategies to overcome stated challenges. A template will be provided by DCBOH staff. Monthly reports will be based on criteria detailed in the Scope of Services			
Three (3) Monthly Program Report	June 2021- August 2021	\$5,000.00	\$15,000
Final Program Report			
Final Report to include cumulative data as outlined in previous monthly reports. In addition to cumulative data, the final report will include two (2) strategies to keep customers engaged during the offseason. A template will be provided by DCBOH staff. Final Report will be based on criteria detailed in the Scope of Services			
Final Program Report	September 14, 2021	\$15,000.00	\$15,000.00
<u>Total Contract not-to-exceed = \$80,000.00</u>			

Description of Services for DeKalb County Extension FY 2022	Estimated Due Date	Dollar Amount	Total
Operate a Mobile Farmers Market			
Collaborate with DCBOH to operate a mobile farmers market serving primarily low-income African-American communities and food deserts in DeKalb County. Successful operations of the mobile farmers market will be based on the criteria detailed on the Scope of Services.			
Submit one (1) audience profile and a list of scheduled market events	February 2022- March 2022	\$20,000	\$20,000
Submit one (1) detailed communications plan to outline the proposed marketing and advertising efforts for the mobile farmers market	February 2022- March 2022	\$20,000	\$20,000
Provide nutrition education focused on low income families at Mobile Market Stops	June 2022- August 2022	\$10,000	\$10,000
Monthly Program Report			
Submit monthly reports that outline successes, challenges, and strategies to overcome stated challenges. A template will be provided by DCBOH staff. Monthly reports will be based on criteria detailed in the Scope of Services			
Three (3) Monthly Program Report	June 2022- August 2022	\$5,000.00	\$15,000
Final Program Report			

Final Report to include cumulative data as outlined in previous monthly reports. In addition to cumulative data, the final report will include two (2) strategies to keep customers engaged during the offseason. A template will be provided by DCBOH staff. Final Report will be based on criteria detailed in the Scope of Services			
Final Program Report	September 14, 2022	\$15,000.00	\$15,000.00
<u>Total Contract not-to-exceed = \$80,000.00</u>			

Description of Services for DeKalb County Extension FY 2023	Estimated Due Date	Dollar Amount	Total
Operate a Mobile Farmers Market			
Collaborate with DCBOH to operate a mobile farmers market serving primarily low-income African-American communities and food deserts in DeKalb County. Successful operations of the mobile farmers market will be based on the criteria detailed on the Scope of Services.			
Submit one (1) audience profile and a list of scheduled market events	February 2023- March 2023	\$20,000	\$20,000
Submit one (1) detailed communications plan to outline the proposed marketing and advertising efforts for the mobile farmers market	February 2023- March 2023	\$20,000	\$20,000
Provide nutrition education focused on low income families at Mobile Market Stops	June 2023- August 2023	\$10,000	\$10,000
Monthly Program Report			
Submit monthly reports that outline successes, challenges, and strategies to overcome stated challenges. A template will be provided by DCBOH staff. Monthly reports will be based on criteria detailed in the Scope of Services			
Three (3) Monthly Program Report	June 2023- August 2023	\$5,000.00	\$15,000
Final Program Report			
Final Report to include cumulative data as outlined in previous monthly reports. In addition to cumulative data, the final report will include two (2) strategies to keep customers engaged during the offseason. A template will be provided by DCBOH staff. Final Report will be based on criteria detailed in the Scope of Services			
Final Program Report	September 14, 2023	\$15,000.00	\$15,000.00
<u>Total Contract not-to-exceed = \$80,000.00</u>			

Project Year Disbursement	Dollar Amount	Total
FY 2019	\$80,000	\$80,000
FY 2020	\$80,000	\$80,000
FY 2021	\$80,000	\$80,000
FY 2022	\$80,000	\$80,000
FY 2023	\$80,000	\$80,000
<u>Total Contract not-to-exceed = \$400,000</u>		



DeKalb County Government

Manuel J. Maloof Center
1300 Commerce Drive
Decatur, Georgia 30030

Master

File Number: 2020-0029

File ID: 2020-0029

Type: Resolution

Status: Consent

Version: 1

Action Type:

Controlling Body: Board of Commissioners

File Created: 01/02/2020

Subject:

Final Action: 02/25/2020

Title:

Commission District(s): All

Professional Service Contract, DeKalb County Cooperative Extension Amendment #1

Internal Notes:

Agenda Date: 02/25/2020

Agenda Number:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Recommendation:

Hearing Date:

Entered by: cmalone@dekalbcountyga.gov

Effective Date:

Related Files:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Committee of the Whole	02/18/2020	Accepted to the BOC agenda - Consent				
	Action Text:		This agenda item was Accepted to the BOC agenda - Consent				
1	Board of Commissioners	02/25/2020	approved				Pass
	Action Text:		MOTION was made by Lorraine Cochran-Johnson, seconded by Mereda Davis Johnson, that this agenda item be approved. Items 2020-0144, 2020-0237, 2020-0236, 2020-0029, 2020-0175, 2020-0148, 2020-0143 were heard together. The motion carried by the following vote: Yes: 7 Commissioner Jester, Commissioner Rader, Commissioner Johnson, Commissioner Bradshaw, Commissioner Davis Johnson, Commissioner Gannon, and Commissioner Cochran-Johnson				

Text of Legislative File 2020-0029

Public Hearing: YES NO

Department: Extension Service

SUBJECT:

Commission District(s): All

Professional Service Contract, DeKalb County Cooperative Extension Amendment #1

Information Contact: James F. Miller Jr.

Phone Number: 404-298-4087

PURPOSE:

To Approve Amendment 1. The current contract agrees to reimburse the County an amount not to exceed \$80,000.00 annually for 5 years. The requested Amendment agrees to reimburse the County an amount not to exceed \$400,000.00 total for 5 years. This is requested so this process does not have to be done every year.

NEED/IMPACT:

This funding allows DeKalb Cooperative Extension's Mobile Market to provide nutrition education and access to healthy and affordable produce to low income families.

FISCAL IMPACT:

Funding Source is DeKalb County Board of Health, (\$400,000.00)

RECOMMENDATION:

To approve the Amendment

ROUTE SLIP FOR CONTRACTS AND AGREEMENTS

FOR USE BY THE DEPARTMENT OF PURCHASING AND CONTRACTING

Date Out of P&C: April 10, 2019

ITB # _____ RFP# _____ RFQ# _____
 PSA _____ Agenda Item _____ Change Order # _____
 GSA/SWC # _____ Other (specify) _____

Processed by: Angel Frazier, Title: Procurement Agent Amount: \$ 80,000
 Revenue Generating Yes No

BOC Award/Approval Date: Not Required
 Company Name: DeKalb County Board of Health
 Oracle Contract Number: 1155190
 Project Title: Mobile Farmers Market

RECEIVED
 LAW DEPARTMENT
 2019 MAY 22 PM 1:27

FOR USE BY PURCHASING AND CONTRACTING DIRECTOR OR MANAGER

Approved by: Chorney, Title: Procurement Mgr Date: _____

Comments/Notes: _____

FOR USE BY THE COUNTY LAW DEPARTMENT

Date Received: MAY 2 2 2019 ~~APR 12 2019~~ Date Sent to P&C: MAY 14 2019
 Law Department Log Number: 19-160 Reviewing Attorney: _____
 Action Taken: (include date and signature on approved line): 5/29/2019 Approved. Angel

Returned to Purchasing and Contracting: 19-180 Received from reroute (if applicable): _____

Approved: Return to Angel Frazier for modification

Comments/Notes: Angel slip
5/14/2019 Return to Angel - include standard clauses
 *Approval as to form contingent upon Governing Authority approval to recommend awardee for recommended Contract Price.

RECEIVED
 LAW DEPARTMENT
 2019 APR 18 PM 4:40

FOR USE BY THE USER DEPARTMENT

Department: Extension Services
 Department Signature: [Signature] Date: 6-6-2019
 Contract Purpose: Mobile Market

FOR USE BY THE CHIEF EXECUTIVE OFFICER

Date Received: MAY 31 2019 ~~JUN 02 2019~~ Date Out: JUN 03 2019
 Action Taken: (include date and signature on approved line).
 Returned: Purchasing & Contracting Approved: [Signature]
 Comments/Notes: _____

RECEIVED
 LAW DEPARTMENT
 2019 MAY 18 PM 3:20

FOR USE BY THE DIRECTOR OF FINANCE AND THE COUNTY CLERK

Director of Finance (for review) _____
 Signature: [Signature] Received: _____ Date Out: 6/10/2019
 County Clerk (attestation and review) _____
 Signature: [Signature] Received: 6/11/19 Date Out: 6/11/19

**Intergovernmental Agreement between
DeKalb County Board of Health and
DeKalb County Cooperative Extension**

This Intergovernmental Agreement (“Agreement”) sets forth the terms and conditions between DeKalb County Board of Health (hereinafter “DCBOH”) and DeKalb County, Georgia, on behalf of UGA DeKalb County Cooperative Extension (hereinafter the “County”), for the purpose of increasing access to healthy and affordable foods to low income families by providing a healthy food outlet through the UGA DeKalb County Extension’s Mobile Farmers Market. This project is a component of the Local Efforts towards Addressing Disparities (LEAD) in DeKalb initiative funded by the Center for Disease Control and Prevention (CDC) Racial and Ethnic Approaches to Community Health (REACH) Grant. The DCBOH and the County are herein referred to jointly as the “Parties” and individually as a “Party”.

ARTICLE 1. SCOPE OF SERVICE

The DCBOH has implemented, through the Health Assessment and Promotion (HAP) Department, Local Efforts towards Addressing Disparities in DeKalb (LEAD DeKalb). This program engages a network of partners to increase the accessibility of fruits and vegetables, increase opportunities to engage in physical activity and increase access to community related programs. The LEAD DeKalb program, funded by the CDC, implements a variety of health-focused initiatives throughout DeKalb County.

To accomplish the goals outlined above DCBOH will collaborate with the County to promote healthy eating behaviors by executing the following activities:

RESPONSIBILITIES OF THE DCBOH

- 1) Designate LEAD DeKalb staff to liaison with the County and assist in coordination of activities and related projects;
- 2) Conduct site visits during the term of the agreement;
- 3) Provide feedback and technical assistance;
- 4) Support marketing and advertisement efforts;
- 5) Support monitoring, evaluation and reporting efforts;
- 6) Provide funding for a full-time position to manage the mobile farmers market, and
- 7) Reimburse the County for services provided under the terms of the agreement.

RESPONSIBILITIES OF THE COUNTY

Collaborate with the DCBOH to operate a mobile farmers market serving primarily low-income African-American communities and food deserts in DeKalb County. Successful operation of the mobile farmers market will be based on the following criteria:

I. Planning

Within sixty (60) business days after the full execution of this agreement, the County will submit the following to the DCBOH:

1. A detailed target audience profile for Mobile Market-select stops to include the following:
 - a. Age;
 - b. Gender;
 - c. Ethnicity;
 - d. Race;
 - e. Location, and
 - f. Income.
2. Additional DCBOH audience details such as psychographics and behavior to be shared with the County upon completion of community assessment.
3. Within sixty (60) business days after the full execution of this agreement, the County will submit a list of scheduled market events to the DCBOH.
4. Within seven (7) business days after the full execution of this agreement, the County will submit confirmation of acceptance of Supplemental Nutrition Assistance Program (SNAP) benefits.

II. Implementation

1. The mobile farmers market must sell to DeKalb County residents in census tracts with the following demographics:
 - a. At least 25% of residents are African American;
 - b. At least 20% of residents are below the 100% federal poverty level, and
 - c. Six stops will be selected in partnership with the DCBOH that meet the above criteria.

<i>Community Health Assessment Area (CHAA)</i>	<i>Percentage Below 100% Federal Poverty Threshold</i>	<i>Percentage of African Americans</i>	<i>Number of Targeted Census Tracts</i>
Atlanta	14.4%	34.9%	2
Clarkston	37.1%	58.2%	5
McNair-Cedar Grove	20.0%	86.6%	9
Tucker-Henderson	16.2%	32.7%	4
Avondale-Towers-Columbia	27.1%	74.8%	11
Redan	18.7%	88.9%	3
Lithonia	16.1%	91.8%	2
Stone Mountain-Stephenson	23.6%	81.4%	3

2. Designate one (1) mobile farmers market manager to do the following:
 - a. Secure produce for the mobile farmers market;
 - b. Coordinate and manage day-to-day operations of the mobile farmers market;
 - c. Build community partnerships, conduct outreach and marketing efforts;
 - d. Be responsible for the maintenance of the mobile farmers market vehicle;
 - e. Assist with data collection and reporting, and
 - f. Assist DCBOH with marketing and advertising efforts.

3. Operate the mobile farmers market at least three (3) days per week for a minimum of sixteen (16) weeks per market season. The mobile farmers market should make a minimum of two (2) stops per operational day, with a minimum of eight (8) stops per week.

4. Pending available funds, each market season of the mobile farmers market will coordinate events to include the following:
 - a. One (1) Opening event, and
 - b. One (1) Closing event.

5. The mobile farmers' market manager will be available for bi-weekly conference calls during the market season and once a month during the off-season to discuss challenges, success stories and progress of the mobile farmers market.

III. Marketing

1. Within sixty (60) business days after the full execution of this agreement, the County will submit to the DCBOH one (1) detailed communications plan outlining proposed advertising for the mobile farmers market. The communications plan should include the following:
 - a. Target population;
 - b. Proposed outreach methods to reach target audience (examples below)
 - Flyer distribution
 - Mass email
 - Social media
 - Newsletter
 - Message board
 - Outreach at local events and/or businesses, and
 - c. Proposed communication evaluation metrics (# of tweets, flyers distributed, individuals emailed, outreach events, etc.).
2. The DCBOH will support the County in all marketing efforts.
3. All marketing materials funded through this agreement must be pre-approved by the DCBOH prior to dissemination.
4. The DCBOH will own all marketing materials created through this agreement. DCBOH will provide all final marketing files in non-editable PDF format.
5. The County will submit all final products and editable files electronically. All file formats must be submitted to the DCBOH including files compatible with the DCBOH's system.
6. The County will comply with the DCBOH marketing and branding guidelines.

IV. Evaluation

1. Provide DCBOH the following data for each mobile farmer's market stop:
 - a. Total number of transactions;
 - b. Total number of individuals/contacts other than staff. Should include those who may not make a purchase but are still exposed to the market;
 - c. Total dollar amount in sales;
 - d. Total dollar amount in SNAP transactions;
 - e. Total number of SNAP transactions, and
 - f. Marketing and communication efforts as outlined in approved communications plan.

2. Coordinate with the DCBOH to conduct focus groups and/or data collection as part of CDC reporting requirements.

3. Program Monthly Report – Provide monthly reports that outline successes, challenges and strategies to overcome stated challenges. A template will be provided by the DCBOH staff. All monthly reports to include the following for each market day:
 - a. Monthly total number of transactions;
 - b. Monthly total number of individuals/contacts;
 - c. Monthly total dollar amount in sales;
 - d. Monthly total number of SNAP transactions;
 - e. Monthly total dollar amount in SNAP transactions;
 - f. Monthly marketing and communication efforts as outlined in approved communications plan;
 - g. Program successes;
 - h. Program challenges, and
 - i. Strategies to overcome stated challenges.

4. Program Final Report - Submit a Final Report to include cumulative data as outlined in previous monthly reports. In addition to the cumulative data, the County should develop two (2) strategies to keep customers engaged during the off season (i.e. customers sending pictures of their favorite healthy dishes and tagging Fresh on DeK).

ARTICLE II. CONTRACT TERM

As required by O.C.G.A §36-60-13, this Contract shall commence immediately upon the execution date. This Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on September 15, 2023, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE III. DELIVERABLES

1. The County must submit invoices and supporting documents, including monthly reports, by the 15th of each calendar month to be successfully reimbursed. Failure to submit all documents will result in delayed processing.
2. The County must submit the final report no later than September 14, 2019, with the final invoice for the month of August
3. Meet with the DCBOH within fourteen (14) business days of contract execution to discuss the implementation of the mobile farmers market
4. The County must be available for bi-weekly phone meetings throughout the duration of the contract
5. The County must be available for in-person meetings/site visits. A minimum of three (3) in-person meetings will be required
6. The County must obtain approval from the DCBOH prior to the use of funding through this agreement
7. The County must designate a point of contact and/or at least one staff member to participate in conference calls to discuss challenges, success stories, and progress of the mobile farmers market

Reports

1. Monthly reports shall detail the following:
 - a. Monthly total number of transactions;
 - b. Monthly total number of individuals/contacts;
 - c. Monthly total dollar amount in sales;
 - d. Monthly total number of SNAP transactions;
 - e. Monthly total dollar amount in SNAP transactions;
 - f. Monthly marketing and communication efforts as outlined in communications plan;
 - g. Program successes;
 - h. Program challenges, and

- i. Strategies to overcome stated challenges.
2. Detailed audience profile and list of scheduled market events.
3. Detailed communications plan outlining proposed advertising efforts and communication evaluation efforts for the mobile farmers market.
4. Final Report to include cumulative data as outlined in previous monthly reports.

ARTICLE IV. PAYMENT PROCEDURES/COST REIMBURSEMENT

1. The DCBOH agrees to reimburse the County an amount not to exceed Eighty Thousand Dollars and zero cents (\$80,000.00)
2. All reimbursed payments will be made upon receipt of a proper invoice submitted to and accepted by DCBOH. All invoices are due to the DCBOH by the 15th calendar day of the month. If the 15th falls on a weekend day, invoices will be due by the following Monday.
3. Invoices will be accepted and honored in accordance to the proposed budget which is attached to this Agreement and herein referenced as Appendix A. Both Parties must agree to any budget adjustments in writing, subject to review and approval of the DCBOH Grants Management Consultant for fiscal compliance, which may be in the form of correspondence or email to the appropriate Party.
4. The County has been informed and understands that funding for this Agreement is to be provided by DCBOH and expressly agrees that performance of the Agreement, in whole or in part, is contingent upon and the availability of such funding.

ARTICLE V. GENERAL CONDITIONS

1. **Termination.** Either Party may unilaterally terminate this Agreement, in whole or in part, upon thirty (30) days written notice of termination, specifying the nature, extent, and effective date of the termination.
2. **Publicity.** Any publicity given to the program or services provided herein, including but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the County, shall not identify DCBOH as a sponsoring agency without prior approval by DCBOH's managing programmatic division/office. In addition, the County shall not display the DCBOH name or logo in any manner, including, but not limited to, display on the County's letterhead or physical plant, without the prior written authorization of the DCBOH.

3. **Ownership of Documents and Products.** All products created through this Agreement including, but not limited to, evaluation plans, protocols, data collection instruments, databases, datasets, presentations, reports and publications, are the sole property of the DCBOH. DCBOH must be consultant and participate in the preparation and development of any manuscripts and/or publications. This cooperative arrangement may initiate the need to execute a Publication Letter of Understanding which will be provided by DCBOH as required. Furthermore, DCBOH may distribute these products among their partners and the public at their own discretion.
4. **Indemnification Agreement.** The DCBOH shall act as an independent contractor in the performance of this work, and it shall be solely responsible where found liable to the extent covered by insurance for payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of this work.
5. **Amendment.** No amendment, change or modification of the Agreement will be binding upon the other Parties unless such amendment, change or modification is in writing and duly executed by all Parties.
6. **Notices.** For the purpose of this Agreement (except routine reimbursement requests), any notices required to be sent to the Parties shall be mailed, by U.S. Mail, to the following respective addresses:

If for DCBOH: Dianne McWethy
 Division Director, Administration
 DeKalb County Board of Health
 445 Winn Way, P.O. Box 987
 Decatur, Georgia 30031

If for the County: Lynwood Blackmon
 DeKalb County Extension Coordinator
 DeKalb County Government / Extension Services
 4380 Memorial Drive, Suite 200
 Decatur, Georgia 30032
7. **Headings.** The headings of the Agreement have been inserted for convenience of reference and shall not affect, expand, or restrict the terms and conditions hereof.
8. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia. County certifies that it is not currently engaged in a boycott of the nation of Israel, and that it will not engage in such a boycott for the duration of this contract as defined in O.C.G.A. § 50-5-85.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

DEKALB COUNTY BOARD OF HEALTH

DEKALB COUNTY, GEORGIA

By: *S. Elizabeth Ford* (SEAL)
Signature

[Signature] by Dir. (SEAL)

S. Elizabeth Ford MD, MBA
Name (Typed or Printed)

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

District Health Director
Title
CEO

6-3-19
Date

58-1417092
Federal Tax I.D. Number

05/30/2019
Date

NOTARY:

[Signature]
Signature

Eboni Armstrong
Name (Typed or Printed)

HR Benefits Specialist
Title

ATTEST:

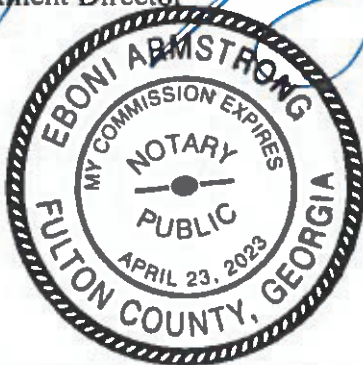
[Signature]
BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

[Signature]
Department Director

[Signature]
County Attorney Signature



[Signature]
Sr. Asst
Angela Daffner
County Attorney Name (Typed or Printed)
Sr. Asst

9. **Venue.** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.
10. **Representative.** Either Party may designate a representative through whom the Parties will contact each other. In the event of such designation, said representative will be consulted and written recommendation obtained before any proposed amendment, change or modification to this Agreement. The DCBOH must be notified of any changes including staff.
11. **Georgia Open Records Act.** Without regard to any designation made by the Parties to this Agreement, all information submitted in response to this Agreement may be deemed to be a public record subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-72.
12. **Sole Agreement.** This Agreement contains the entire Agreement of the Parties relating to the matters covered hereby.

Signature Page Follows

APPENDIX A: FEES AND SERVICES

*Services will be rendered at a project-based fee of \$80,000, which includes \$10,000 SNAP education to participants.

Description of Services	Estimated Due Date	Dollar Amount	Total
Operate a Mobile Farmers Market			
<i>Collaborate with DCBOH to operate a mobile farmers market serving primarily low-income African-American communities and food deserts in DeKalb County. Successful operations of mobile farmers market will be based on the criteria detailed on Scope of Services.</i>			
Submit one (1) audience profile and a list of scheduled market events	May 2019 - June 2019	\$20,000	\$20,000
Submit one (1) detailed communications plan outlining proposed marketing and advertising efforts for the mobile farmers market	May 2019 - June 2019	\$20,000	\$20,000
Provide SNAP education to participants	June 2019 - August 2019	\$10,000	\$10,000
Monthly Program Report			
<i>Submit monthly reports that outline successes, challenges and strategies to overcome stated challenges. A template will be provided by DCBOH staff. Monthly reports will be based on criteria detailed in Scope of Services</i>			
Three (3) Monthly Program Report	June 2019-August 2019	\$5,000.00	\$15,000
Final Program Report			
<i>Final Report to include cumulative data as outlined in previous monthly reports. In addition to cumulative data, final report will include two (2) strategies to keep customers engaged during off season. A template will be provided by DCBOH staff. Final Report will be based on criteria detailed in Scope of Services</i>			
Final Program Report.	September 14, 2019	\$15,000.00	\$15,000.00
Total Contract not-to-exceed = \$80,000.00			