

**FOOD SYSTEM TRANSFORMATION GRANT AGREEMENT**  
**BETWEEN**  
**THE CITY OF PHOENIX**  
**AND**  
**[GRANTEE]**

This **FOOD SYSTEM TRANSFORMATION GRANT AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF PHOENIX**, an Arizona municipal corporation (the “City”), and **[GRANTEE]**, a **[TYPE OF LEGAL ENTITY]**, (“Grantee”). The City and Grantee may be referred to collectively as the “Parties” and individually as the “Party.”

**RECITALS**

WHEREAS, the City has been awarded Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) pursuant to Sections 602(b) and 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (“ARPA”) to respond to the COVID-19 public health emergency or its negative economic impacts;

WHEREAS, the City has determined that the COVID-19 public health emergency has had a negative economic impact on small businesses within the City food system by limiting their ability to obtain credit;

WHEREAS, the City desires to award Food System Transformation Grants to small businesses within the City food system to address negative economic impacts caused by the public health emergency;

WHEREAS, Grantee is a small business within the City food system that has applied for a Food System Transformation Grant and the City desires to award Grantee a Food System Transformation Grant and is authorized to do so by City Council Ordinance S-48671 dated May 25, 2022;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

**AGREEMENT**

**1. OVERVIEW**

- 1.1. Recitals. The recitals set forth above are incorporated herein by this reference.
- 1.3. Purpose. The purpose of this Agreement is to establish the terms and conditions for the award of a Food System Transformation Grant to the Grantee from the City.

- 1.4. Term. This Agreement shall govern the performance of the parties for the period [DATE] (the “Effective Date”) through [DATE] (“Expiration Date”), unless earlier terminated by either party in accordance with the terms of this Agreement (“Agreement Term”). The Parties may extend the Agreement Term by mutual written agreement.

## 2. SCOPE OF FUNDED ACTIVITIES

- 2.1. Scope of Services. Grantee shall perform all activities described in the scope of activities, attached hereto as Exhibit A (“Approved Activities”), and incorporated herein by this reference.
- 2.2. Budget. Grantee shall perform the Approved Activities in accordance with the budget as approved by the City and attached hereto as Exhibit B (“Approved Budget”) and incorporated herein by this reference.
- 2.3. Prior Approval for Changes. Grantee may not transfer allocated funds among cost categories within the Approved Budgeted without the prior written approval of the City; nor shall Grantee make any changes, directly or indirectly, to the Approved Activities or Approved Budget without the prior written approval of the City.

## 3. FUNDING

- 3.1. Source of Funding. This Agreement is funded by a portion of the SLFRF allocated to the City.
- 3.2. Payment of Funds. The City agrees to reimburse Grantee for costs actually incurred and paid by Grantee in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in an amount not to exceed [AMOUNT] dollars (“Total Agreement Funds”). The amount of Total Agreement Funds, however, is subject to adjustment by the City if a substantial change is made to the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement.
- 3.3. Advance of Funds. The City may, at its sole discretion, advance Grantee a portion of the Total Agreement Funds for costs that will be incurred by Grantee in

accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement.

3.3.1. The City agrees to advance Grantee [PERCENT] (0%) percent of the Total Agreement Funds for costs that will be incurred by Grantee in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement.

3.4. Invoices. On or before the seventh (7th) day of each month and in any event no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, Grantee shall submit invoices and associated receipts, in a format dictated by the City, for the most recent month ended, to the City's Office of Environmental Programs, setting forth actual expenditures of Grantee in accordance with this Agreement. Within ten (10) working days from the date it receives such invoice, City may disapprove the requested reimbursement claim. If the reimbursement claim is so disapproved, City shall notify Grantee as to the disapproval. A decision by City to disapprove a reimbursement claim is final. There is no appeal process for Grantee. If City approves payment, then City will disburse the funds without further notice.

3.5. Funding Contingent on Federal Funding and Grantee Compliance. The payment of funds to Grantee under the terms of this Agreement shall be contingent on the receipt of SLFRF by the City and shall be subject to Grantee's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of SLFRF that the City receives is reduced, the City may reduce the amount of funds awarded under this Agreement or terminate this Agreement. The City also may deny payment for Grantee's expenditures for Approved Activities where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Grantee to comply with the terms and conditions of this Agreement.

#### 4. **FINANCIAL ACCOUNTABILITY AND GRANT ADMINISTRATION**

4.1. Financial Management. Grantee shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. Grantee must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements. Grantee shall adopt such additional financial management procedures as may from time-to-time be prescribed by the City if required by applicable federal or state laws or regulations, or guidelines from US Department of Treasury. Grantee shall maintain detailed, itemized documentation and other necessary records of all income received and expenses incurred pursuant to this Agreement.

- 4.2. Limitations on Expenditures. City shall only reimburse Grantee for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit A; (ii) documented by contracts or other evidence of liability consistent with established City procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. The City may not reimburse or otherwise compensate Grantee for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.
- 4.3. Key Performance Indicators. On or before the seventh (7th) day of each month and in any event no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, Grantee shall submit a report, in a format dictated by the City, for the most recent month ended, to the City's Office of Environmental Programs, setting forth data for the key performance indicators described in Exhibit A. This provision shall survive the expiration or termination of this Agreement with respect to any report which the Grantee is required to submit to the City following the expiration or termination of this Agreement.
- 4.4. Final Report. No later than thirty (30) days after the earlier of the expiration or termination of this Agreement, Grantee shall submit a final report, in a format dictated by the City, to the City's Office of Environmental Programs, setting forth a summary of the key performance indicators described in Exhibit A and other relevant information. This provision shall survive the expiration or termination of this Agreement.
- 4.5. Improper Payments. Any item of expenditure by Grantee under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the City, the US Department of Treasury, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Grantee, shall become Grantee's liability, and shall be paid solely by Grantee, immediately upon notification of such, from funds other than those provided by the City under this Agreement or any other agreements between the City and Grantee. This provision shall survive the expiration or termination of this Agreement.
- 4.6. Audit. The City reserves the right, at reasonable times, to audit Grantee's books and records relative to the performance of Approved Activities under this Agreement. If following an audit of this Agreement, the audit determines that Grantee has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed one (1%) percent of the Total Agreement Funds, the Grantee will be responsible for the actual cost of the audit. This obligation extends for one year beyond the expiration or termination of this Agreement.

- 4.7. Closeout. Final payment request(s) under this Agreement must be received by the City no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Agreement Term. The City will not accept a payment request submitted after this date without prior authorization from the City. In consideration of the execution of this Agreement by the City, Grantee agrees that acceptance of final payment from the City will constitute an agreement by Grantee to release and forever discharge City, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Grantee has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Grantee's obligations to the City under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of the City. Such requirements shall include submitting final reports to the City and providing any closeout-related information requested by the City by the deadlines specified by the City. This provision shall survive the expiration or termination of this Agreement.

## 5. **COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS**

- 5.1. General Compliance. Grantee shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, the award agreement between the City and the US Department of Treasury, and all applicable federal, state, and local requirements, including all applicable statutes, rules, regulations, executive orders, directives, or other requirements. Such requirements may be different from Grantee's current policies and practices. The City may assist Grantee in complying with all applicable requirements. However, Grantee remains responsible for ensuring its compliance with all applicable requirements.
- 5.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents governing the use of SLFRF, including, but not limited to, the following:
- 5.2.1. Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- 5.2.2. Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786) and final rule (87 FR 4338), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

- 5.2.3. Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.
- 5.3. Universal Identifier and System for Award Management. Grantee shall obtain, and provide to the City, a unique entity identifier (“UEI”) assigned by the System for Award Management (“SAM”), which is accessible at [www.sam.gov](http://www.sam.gov). Grantee shall maintain accurate information in SAM for the duration of this Agreement.
- 5.4. Licenses, Certifications, Permits, Accreditation. Grantee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to the City proof of any licensure, certification, permit or accreditation upon request.
- 5.5. Use of Name. Neither party to this Agreement shall use the other party’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

## 6. **MONITORING AND EVALUATION**

- 6.1. City Responsibilities. The City shall monitor, evaluate, and provide guidance and direction to Grantee in the conduct of Approved Activities performed under this Agreement. City must determine whether Grantee has spent funds in accordance with applicable laws, regulations, and this Agreements and shall monitor the activities of Grantee to ensure that Grantee has met such requirements. City may require Grantee to take corrective action if deficiencies are found.
- 6.2. Grantee Responsibilities.
- 6.2.1. Cooperation with City Oversight. Grantee shall permit the City to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and Grantee agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

6.2.2. Cooperation with Audits. Grantee shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of the City, the US Department of Treasury, and the US Government Accountability Office. Grantee agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

6.3. Records Retention and Access. Grantee shall maintain all records, books, papers, and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) for a period of five (5) years following termination of the Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. Grantee shall make all records, books, papers, and other documents that relate to this Agreement available at all reasonable times for inspection, review, and audit by the authorized representatives of the City, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

## 7. **DEFAULT AND TERMINATION**

7.1. Termination for Cause. The City may terminate this Agreement for cause after three days written notice. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement.

7.2. Termination Without Cause. The City may terminate this Agreement for any reason, in its sole discretion, by providing Grantee with thirty (30) days prior written notice.

7.3. Termination by Mutual Agreement. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

7.4. Termination Procedures. If this Agreement is terminated, Grantee may not incur new obligations for the terminated portion of the Agreement after Grantee has received the notification of termination. Grantee must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Grantee shall not be relieved of liability to the City because of any breach of the Agreement by Grantee. The City may, to the

extent authorized by law, withhold payments to Grantee for the purpose of set-off until the exact amount of damages due to the City from Grantee is determined.

## 8. GENERAL CONDITIONS

- 8.1. Insurance Requirement. Grantee must maintain insurance policies with the minimum limits as described in Exhibit C (“Insurance Requirements”) and incorporated herein by this reference.
- 8.2. Indemnification. Grantee (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Agreement. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the Approved Activities performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Agreement.
- 8.3. Force Majeure. A Party shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to any other party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of or from any act, omission, or circumstance by or in consequence of any act of God, labor disturbance, sabotage, failure of suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, breakage or accident to machinery or equipment or any

other cause or causes beyond such Party's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or by making of repairs necessitated by an emergency circumstance not limited to those listed above upon the property or equipment of the Party or property or equipment of others which is deemed under the control of the Party. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

- 8.4. Venue and Jurisdiction. This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.
- 8.5. Nonwaiver. No action or failure to act by the City constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.
- 8.6. Limitation of City Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- 8.7. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.
- 8.8. Successors and Assigns. This Agreement is binding upon the parties and respective successors and assign. Grantee may not assign or delegate any of its rights or duties that arise out of this Agreement without the City's prior written consent.

8.9. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

8.10. Notices. All notices and other communication required or permitted by this Agreement must be in writing and be either given by: (i) personal delivery; (ii) sent via e-mail, return receipt requested; (iii) sent via facsimile transmission; (iv) any commercial air courier or express delivery service; or (v) United States mail, postage prepaid, addressed as follows:

If to Grantee:

[NAME]

[ADDRESS]

Phone:

Email:

If to City:

Rosanne Albright, Environmental Programs Coordinator  
City Manager's Office, Office of Environmental Programs  
200 W. Washington Street, 14th Floor  
Phoenix, AZ 85003-1611  
Phone: 602-256-3452  
Email: rosanne.albright@phoenix.gov

8.11. No Third-Party Beneficiaries. This Agreement is not intended to constitute, create, or give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement.

8.12. Employment Disclaimer. Grantee agrees that no person supplied by it in performance of the Agreement is an employee of the City and further agrees that no rights of City's Civil Service, Retirement, or Personnel Rules accrue to any such persons. Grantee shall have total responsibility for all salaries, wages, bonuses, retirements, withholdings, worker's compensation and occupational disease compensation insurance, unemployment compensation other benefits, and taxes and premiums appurtenant thereto concerning such persons.

8.13. Legal Worker Requirements. Grantee warrants their compliance with all federal immigration laws and regulations and A.R.S. § 23-214(A). The City shall have the

right to inspect Grantee's records to ensure that compliance with this warranty. The City may terminate this Agreement for a breach of this warranty.

- 8.14. Confidentiality And Data Security. All data, regardless of form, including originals, images, and reproductions, prepared, obtained, or transmitted to Grantee in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Grantee will not disclose data generated in the performance of this Agreement to any third party without the prior written consent of the City. Personal identifying information, financial account information, or restricted City information, regardless of format, including data saved to any computers, electronic devices, or storage drives, must be encrypted and or password protect protected at all times to avoid unauthorized access. When personal identifying information, financial account information, or restricted City information is no longer needed, the information must be redacted or destroyed through appropriate methods to ensure that the information cannot be viewed, accessed, or reconstructed. If data is believed to have been disclosed, Grantee must immediately notify the City in writing. Grantee agrees to reimburse the City for any costs incurred by the City to investigate and notifying impacted individuals. A violation of this Paragraph will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this provision may result in the termination of this Agreement without notice. The obligations of Grantee under this provision survive the termination or expiration of this Agreement.
- 8.15. Amendments. This Agreement may not be amended, modified, or waived as to any particular provision, except by a written instrument executed by the parties.
- 8.16. No Israel Boycott. By entering into this Agreement, Grantee certifies that Grantee is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by A.R.S. § 35-396.
- 8.17. Conflicts Of Interest. This Agreement is subject to the requirements of A.R.S. § 38-511. Grantee acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the Grantee. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage, or contingent fee. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Grantee, or any agent or representative of Grantee, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of

this Agreement, the City may, by one calendar day written notice to Grantee, terminate the right of Grantee to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Grantee as could be pursued in the event of default by Grantee.

- 8.18. Small Or Disadvantaged Business Utilization. The City strongly encourages Grantee's voluntary utilization of small and or disadvantaged businesses that reflect both the industry and community ethnic composition in performance of the Approved Activities. The use of such businesses is encouraged whenever practical.
- 8.19. Claims Or Demands Against The City. Grantee acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Grantee agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends, or modifies the supplemental and complementary requirements of the Arizona Notice of Claim statutes, A.R.S. §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law shall control. Moreover, nothing in this Agreement shall constitute a dispute resolution process, an administrative claims process, or contractual term as used in A.R.S. § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within A.R.S. § 12-821.01(A) and (B).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted legal representatives and is effective as of the Effective Date.

CITY OF PHOENIX, a municipal corporation  
JEFFREY BARTON, City Manager

\_\_\_\_\_  
NANCY ALLEN  
OFFICE OF ENVIRONMENTAL PROGRAMS

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
Julie Kriegh, City Attorney

By: \_\_\_\_\_  
Assistant Chief Counsel

GRANTEE], a [TYPE OF LEGAL ENTITY]

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

## Exhibit A: Approved Activities

### 1. DESCRIPTION

[GRANTEE] will implement: [ADD]

### 2. SCHEDULE

The schedule for completion of the Approved Activities is from the effective date of this Agreement, [DATE], through [DATE]. Funds awarded must be expended by [DATE].

Activities/Task	Start date/End date
First phase	[ADD]
Second phase	[ADD]
Third phase	[ADD]
Fourth phase	[ADD]

**3. LOCATION**

[GRANTEE] is located at [ADD]

**4. KEY PERFORMANCE INDICATORS**

Grantee will submit reports to the City pursuant to Subparagraphs 4.3 and 4.4, using the template included as Attachment 2, for the following key performance indicator:

[ADD]

- City will work with grantee to determine KPIs.

**Attachment 1 –Invoice Template**

Date: [Month, Day], 2023

City of Phoenix  
Attn: Rosanne Albright  
Office of Environmental Programs  
200 W Washington Street 14th Floor  
Phoenix, AZ 85003

Ordinance #: [XX]  
PO: [XX]  
Cost Center: [XX]  
Vendor #: [XX]

Description	Amount
Equipment and Supplies	\$[X.XX]
Soil testing	\$[X.XX]
Administrative Costs	\$[X.XX]
<b>Total</b>	\$[X.XX]

## Attachment 2 –Report Template

Unspecified LLC: [Month, Day], 2023 Report

[Reports are due by the 7th day of each month. Grantee should describe and summarize any progress or completion of Approved Activates for the previous month, as well as provide data addressing key performance indicators and progress pictures.]

### Overview:

### Key Performance Indicators:

- City will work with grantee on KPIs.

### Progress Pictures:

### Exhibit B: Approved Budget

<b>Revenue</b>	
Food System Transformation Grant	\$[X.XX]
<b>Total</b>	\$[X.XX]
<b>Expenditures</b>	
Food System Transformation Grant	\$[X.XX]
<b>Total</b>	\$[X.XX]
<b>Budget Detail</b>	
Equipment and Supplies	\$[X.XX]
Installation	\$[X.XX]
Administrative costs	\$[X.XX]
<b>Total</b>	\$[X.XX]

## Exhibit C: Insurance Requirements

### 1. GRANTEE'S INSURANCE:

Grantee must procure insurance against claims that may arise from or relate to performance of the Approved Activities hereunder by Grantee and its agents, representatives, and employees. Grantee must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Agreement.

The City in no way warrants that the limits stated in this section are sufficient to protect the Grantee from liabilities that might arise out of the performance of the Approved Activities under this Agreement by the Grantee, its agents, representatives, or employees and Grantee may purchase additional insurance as they determine necessary.

**1.1. SCOPE AND LIMITS OF INSURANCE:** Grantee must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a "following form" basis, and (2) all terms under each line of coverage below are met.

#### 1.1.1. **Commercial General Liability – Occurrence Form**

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Grantee related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Grantee.
- The Grantee's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

**1.1.2. Automobile Liability**

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Grantee, relating to this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Grantee.
- The Grantee’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

**1.1.3. Worker’s Compensation and Employers’ Liability**

Workers’ Compensation	Statutory
Employers’ Liability:	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when Grantee is exempt under A.R.S. §23-902(E), **AND** when such Grantee executes the appropriate sole proprietor waiver form.

**1.2. NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Agreement, the Grantee must provide to the City, within five (5) business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason.

**1.3. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.

**1.4. VERIFICATION OF COVERAGE:** Grantee must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Agreement must be sent directly to Rosanne Albright, Environmental Programs Coordinator. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

- 1.5. **SUBCONTRACTORS:** Grantee's certificates shall include all subcontractors as additional insureds under its policies **OR** Grantee shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Grantee that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Grantee may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Grantee assumes liability for all subcontractors with respect to this Contract.
- 1.6. **APPROVAL:** Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.