



## SECOND AMENDMENT

### Comprehensive Community Food Systems Assessment Contract No. MS-2023-117

This Second Amendment (“Second Amendment”) to the fully executed Comprehensive Community Food Systems Amendment (Contract No. MS-2023-117) dated May 26<sup>th</sup>, 2023 (the “Initial Contract”), as amended on July 16, 2024 (“First Amendment”), is made and entered into this \_\_\_ day of May, 2025, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and New Venture Advisors LLC, an Illinois single-member Limited Liability Company (“Consultant”).

#### RECITALS:

1. The City of Flagstaff received grant funding from the United States Department of Agriculture (USDA) to complete a multi-year “Assessing and Growing a Community Food System” project.
2. The initial contract between the City of Flagstaff and Consultant was entered on May 26<sup>th</sup>, 2023.
3. The purpose of the May 2023 contract was to complete a comprehensive food systems assessment.
4. The purpose of the first amendment was to build on the food system assessment by completing the initial phase of developing a Food Action Plan outlining the plan’s structure, goals, and objectives.
5. The purpose of this second amendment is to build on the assessment by completing the final phase of the grant-funded project: development of a Food Action Plan.

#### AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

The Parties to the Contract hereby agree to the following First Amendment. Deleted text has a strikethrough and new text is bolded and ALLCAPS.

1. Scope of Work: Consultant shall provide the professional services generally described as follows:

#### **Comprehensive Community Food Systems Assessment**

and as more specifically described in the scope of work and additional information provided by Consultant attached to the initial contract as Exhibit A, ~~and the scope of work dated June 14, 2024, attached to the First Amendment as Exhibit A,~~ **AND THE SCOPE OF WORK DATED FEBRUARY 12, 2025, ATTACHED TO THE SECOND AMENDMENT AS EXHIBIT A.**

2. Schedule of Services: Consultant shall perform all work per the schedule set forth in Exhibit A **AND THE SCOPES OF WORK ATTACHED TO THE FIRST AND SECOND AMENDMENTS.**
3. Special Terms and Conditions: The City of Flagstaff Special Terms and Conditions, attached hereto as Exhibit B are hereby incorporated by reference and shall apply

to performance of this Contract, except to the extent modified in Exhibit A **OR THE SCOPES OF WORK ATTACHED TO THE FIRST AND SECOND AMENDMENTS.**

10. Compensation: Consultant shall be paid an amount not to exceed ~~seventy-three-thousand two hundred sixty dollars and zero cents (\$73,260.00)~~ **ONE HUNDRED AND THREE THOUSAND TWO HUNDRED SIXTY DOLLARS (\$103,260)** for satisfactory performance of the services in accordance with the Scope of Work identified in the initial contract and ~~this first amendment~~ **THE SCOPES OF WORK ATTACHED TO THE FIRST AND SECOND AMENDMENTS.**

All other provisions of the Contract and other amendments shall remain unchanged in full force and effect.

IN WITNESS WHEREOF, this First Amendment will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

**City of Flagstaff**

**New Venture Advisors LLC**

By: \_\_\_\_\_  
Greg Clifton, City Manager

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

Approved as to form:

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

\_\_\_\_\_  
City Attorney

## Flagstaff Food System Assessment and Action Plan

### New Venture Advisors Phase 3 Scope of Work & Schedule of Payments

Date: February 12, 2025

Timeframe: May 2025 - Jan 2026

Budget estimate: \$30,000

Strategy and Action Development (May-August 2025, 4 months)

*Building from Phase 2, which focused on outlining the Plan's structure, outline, goals, and objectives, this phase will involve:*

- Identifying and drafting key strategies and actions to achieve the plan's objectives.
- Flagstaff Core Team support:
  - Advising on relevant ongoing initiatives and other plans to ensure alignment and support.
  - Refining proposed strategies and prioritizing key actions.
  - Facilitation and coordination of the steering committee.
- Stakeholder input/guidance on plan strategies.
  - Steering committee (3 meetings remaining). NVA facilitates activities/conversations below:
    - May: Strategy development/brainstorm
    - July: Refine draft strategies for community input
    - Oct: Review community input
  - Two focused policy area workshops (e.g., food access) - opportunity to partner with existing working groups.

Community Engagement (August-September 2025, 2 months)

*Community and stakeholder input opportunities to inform the Plan's priorities.*

- Online prioritization survey to gather feedback on draft actions, distributed to engagement participants and through City communication channels. NVA creates and administers the survey. (Aug-Sept)
- In-person community forums, hosting 2 sessions as follow-ups to listening sessions in Fall 2024. NVA designs the forum and works with a local partner to facilitate the forums and provide notes. (Sept)

The mini report developed in Phase 2 will be used to inform the community about what a Food Action Plan is, why it's needed, the plan process and how to engage/provide feedback.

Plan Finalization and Adoption (October 2025-January 2026, 3-4 months)

*Integrate community feedback, finalize and design plan for adoption.*

- Integration of community feedback into the final draft. Core team review. (Oct-Nov)
- Design and production of the final Food Action Plan in PDF format. (Nov-Dec)
- Presentation to the City Council to facilitate adoption. (Q1 2026)

**Flagstaff Ph3**  
**Schedule of Payments**

\$9,000 invoiced upon signing amendment (includes project design, initiation and work completed toward Strategy and Steering Committee facilitation)

\$10,000 invoiced on 8/1/25 (includes Strategy and Action Development and work completed towards Community Engagement)

\$5,000 invoiced on 10/1/25 (includes Community Engagement and completed work towards Finalizing the Food Action Plan)

\$5,000 invoiced on 12/1/25 (includes Finalizing and preparing for Adoption)

\$1,000 invoiced upon completion of all deliverables