

FIFTH AMENDMENT TO CITY OF SAN JOSE GRANT AGREEMENT
SUMMARY PAGE

This FIFTH AMENDMENT TO GRANT AGREEMENT is entered into this 17th day of July _____, 2021, by the **CITY OF SAN JOSE**, a municipal corporation (“CITY”), and **HEALING GROVE HEALTH CENTER FOUNDATION, INC.**, a California nonprofit corporation (“GRANTEE”).

Department:	<u>PRNS</u>	Contract No.:	<u>666438-005</u>
		Original	
WebGrants ID:	<u>41147</u>	Contract No.	<u>666438-000</u>

Grantee: Healing Grove Health Center Foundation, Inc.

Project: Collective Impact and Unmet Needs Grants 2021

Description: GRANTEE will create jobs for individuals and families impacted by unemployment due to the pandemic to help with food distribution to COVID positive, COVID exposed, and high-risk individuals for the Collective Impact Grant Program.

Funding Source: CARES Act Coronavirus Relief Fund and General Fund – Food & Necessities

Amount Added by this Amendment \$66,878

Total Grant Award Not to Exceed: \$1,397,075

Payment Terms: See Exhibit D.

Original Agreement Term:	Start Date:	<u>October 15, 2020</u>	End Date:	<u>December 30, 2020</u>
First Amended Agreement Term:	Start Date:	<u>October 15, 2020</u>	End Date:	<u>March 31, 2021</u>
Second Amended Agreement Term:	Start Date:	<u>October 15, 2020</u>	End Date:	<u>April 30, 2021</u>
Third Amended Agreement Term:	Start Date:	<u>October 15, 2020</u>	End Date:	<u>May 31, 2021</u>
Fourth Amended Agreement Term:	Start Date:	<u>October 15, 2020</u>	End Date:	<u>June 30, 2021</u>
Fifth Amended Agreement Term:	Start Date:	<u>October 15, 2020</u>	End Date:	<u>July 31, 2021</u>

PARTIES TO AGREEMENT:		GRANTEE	CITY
Name:	HEALING GROVE HEALTH CENTER FOUNDATION, INC.	CITY OF SAN JOSE	
Address for Legal Notice:	226 W Alma Ave. Suite 10 San José, CA 95110	200 East Santa Clara Street, 9 th Floor San José, CA 95113	
Attention:	Brett Bymaster, Executive Director	Dolan Beckel, Director	
Email Address:	Brett@healinggrove.org	Dolan.Beckel@sanjoseca.gov	
Telephone No.:	(408) 648-7865	(408) 535-3570	
Federal Taxpayer ID:	84-4620762		
City Business License/ Tax No.:	5084488150		
Type of Entity:	Domestic Nonprofit		
State of Incorporation or Residency:	California		

CONTACT INFORMATION

GRANTEE CONTACT PERSON:	Brett Bymaster
Title:	Executive Director
Telephone Number:	(408) 648-7865
Email:	Brett@healinggrove.org

CITY CONTACT PERSON:	Jeremy Corrales
Title:	Analyst I
Telephone Number:	(408) 535-3500
Email:	Jeremy.corrales@sanjoseca.gov

EXHIBIT LIST & SIGNATURE PAGE

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fifth Revised Exhibit A: Scope of Services
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Revised Exhibit B: Monitoring, Evaluation, and Reporting Requirements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fifth Revised Exhibit C: Budget Summary
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fifth Revised Exhibit D: Payments to GRANTEE and Reporting Schedule
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Revised Exhibit E: General GRANT Provisions
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Revised Exhibit F: Federal Fund Provisions

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit G: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act* |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit H: Insurance |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fifth Revised Exhibit I: Retroactive Services |

*applicable if GRANTEE employees or volunteers perform services in a position i) having supervisory or disciplinary authority over minors; or ii) requiring contact with children, or as a food concessionaire or other similar licensed concessionaire.

The Exhibits and Certifications marked above are attached hereto and incorporated herein. I certify that I have read and hereby agree to comply with all the terms and provisions contained in this FIFTH AMENDMENT, including without limitation, all Exhibits and Certifications.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

“CITY”

CITY OF SAN JOSE, a municipal corporation

Sarah Zarate

Sarah Zarate
Sarah Zarate (7/18/2021)

Email: sarah.zarate@sanjoseca.gov

By _____

SARAH ZARATE
Director of Office Administration, Policy,
and Intergovernmental Relations

“APPROVED AS TO FORM:



Approved as to Form:

Attorney
Arlene Silva
Deputy City Attorney IV U
arlene.silva@sanjoseca.gov

Arlene Silva
Arlene Silva (7/15/2021)
Email: arlene.silva@sanjoseca.gov

By _____

ARLENE SILVA
Deputy City Attorney

“GRANTEE”

HEALING GROVE HEALTH CENTER
FOUNDATION, INC., a California nonprofit
corporation

Brett Bymaster

Brett Bymaster
brett@healinggrove.org (7/15/2021)

Email: brett@healinggrove.org

By _____

BRETT BYMASTER
Executive Director

Karen Chiu

KAREN CHIU
karchiu@gmail.com (7/15/2021)

Email: karchiu@gmail.com

By _____

KAREN CHIU
Board Secretary

FIFTH AMENDMENT TO CITY OF SAN JOSE GRANT AGREEMENT

This FIFTH AMENDMENT TO CITY OF SAN JOSE GRANT AGREEMENT (“FIFTH AMENDMENT”), is made and entered into upon the date of execution by CITY, by and between the **CITY OF SAN JOSE**, a municipal corporation of the State of California (“CITY”), and HEALING GROVE HEALTH CENTER FOUNDATION, INC., a California nonprofit corporation (“GRANTEE”). For the purposes of this FIFTH AMENDMENT, CITY and GRANTEE are sometimes collectively referred to as “Parties.”

RECITALS

WHEREAS, on December 3, 2020, CITY and GRANTEE entered into a certain agreement titled “City of San José Grant Agreement” for a grant of \$686,749 in CARES Act Coronavirus Relief Funds (“CRF”) to support GRANTEE’s food distribution to Target Populations impacted by COVID-19 for a term retroactive from October 15, 2020 through December 30, 2020 (“AGREEMENT”); and

WHEREAS, on March 8, 2021, CITY and GRANTEE entered into a FIRST AMENDMENT to the Grant Agreement to extend the term through March 31, 2021 and increase the maximum amount of total compensation by granting \$392,428 to GRANTEE, and allowing GRANTEE to spend down the remaining funds in the amount of \$31,880.55; and

WHEREAS, on May 13, 2021 CITY and GRANTEE entered into a SECOND AMENDMENT to the Grant Agreement to extend the term through April 30, 2021, revise the Scope of Services, the Budget Summary, and the Payments to Grantee and Reporting Schedule in order to increase the maximum total compensation to \$1,196,441;

WHEREAS, on June 2, 2021, CITY and GRANTEE entered into a THIRD AMENDMENT to the Grant Agreement to extend the term through May 31, 2021, revise the Scope of Services, the Budget Summary, and the Payments to Grantee and Reporting Schedule in order to increase the maximum total compensation to \$1,263,319;

WHEREAS, on June 16, 2021, CITY and GRANTEE entered into a FOURTH AMENDMENT to the Grant Agreement to extend the term through June 30, 2021, revise the Scope of Services, the Budget Summary, and the Payments to Grantee and Reporting Schedule in order to increase the maximum total compensation to \$1,330,197;

WHEREAS, the CITY wishes to award GRANTEE an additional \$66,878 dollars from the General Fund to continue services through July 31, 2021; and

WHEREAS, pursuant to Section 23 of the AGREEMENT, CITY and GRANTEE desire to amend the AGREEMENT to extend the term, revise the maximum total compensation, revise the Budget Summary, and revise the Payments to Grantee and

Reporting Schedule;

NOW, THEREFORE, the Parties agree to continue and amend the Agreement as follows:

SECTION 1. Extension of Term: The term of the AGREEMENT under Section 4 is hereby continued and extended through July 31, 2021.

SECTION 2. Increase Funding: The Compensation Amount under Section 5 of the AGREEMENT is hereby increased by the amount of Sixty-Six Thousand Eight Hundred and Seventy-Eight Dollars (\$66,878) for a total Grant Award not to exceed \$1,397,075.

SECTION 3. Fourth Revised Exhibit A, "Scope of Services," is hereby replaced in its entirety with Fifth Revised Exhibit A attached hereto.

SECTION 4. Fourth Revised Exhibit C, "Budget Summary," is hereby replaced in its entirety with Fifth Revised Exhibit C attached hereto.

SECTION 5. Fourth Revised Exhibit D, "Payments to Grantee and Reporting Schedule," is hereby replaced in its entirety with Fifth Revised Exhibit D attached hereto.

SECTION 6. Fourth Revised Exhibit I, "Retroactive Services," is hereby replaced in its entirety with Fifth Revised Exhibit I attached hereto.

SECTION 7. Reaffirmation: In the event of an inconsistency between this FIFTH AMENDMENT and the AGREEMENT, the terms and conditions of this FIFTH AMENDMENT shall govern and control the rights and obligations of the Parties. All other terms and conditions of the AGREEMENT not changed, amended, or modified by this FIFTH AMENDMENT shall remain in full force and effect.

SECTION 8. Counterparts. This FIFTH AMENDMENT may be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

SECTION 9. Use of electronic signatures: Unless otherwise prohibited by law or CITY policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the CITY.

FIFTH REVISED EXHIBIT A

SCOPE OF SERVICES

In the event GRANTEE desires to modify the Scope of Services, GRANTEE shall apply to CITY in writing setting forth the requested modifications. CITY shall have the authority to approve the following categories of modifications, by letter signed by the CITY, without the necessity of a formal written amendment to this AGREEMENT.

1. Modifications to the times and dates of Scope of Services which do not affect the total units of services to be provided; or
2. Modifications to the location of services provided so long as the proposed locations serve the same Target Population and is consistent with the Grant Allocation Plan

A. Period of Service

The Grant Services will commence on October 15, 2020 and continue through July 31, 2021.

B. Description of Services

General Description and Purpose of Services: GRANTEE will partner with Reaching Out Inc., a domestic nonprofit, to operate drive-through food distribution at the Service Locations listed below. GRANTEE will supplement food purchased by Reaching Out with culturally appropriate foods and provide the labor to operate drive-through food distribution services. GRANTEE shall create part-time employment for up to 36 individuals who have been financially impacted by COVID-19. GRANTEE shall utilize part-time employees for meal and grocery distribution and at-home food delivery services within the City of San José through June 30, 2021.

If GRANTEE receives Collective Impact Grant funds or other City of San José funds, the following services shall enhance, rather than supplant existing services. GRANTEE, to the extent possible, will acknowledge the CITY by using City of San José provided logos online or any other printed materials where sponsor logos are displayed.

Unless otherwise indicated, the Grant Services specified in the Service Table below will be offered at the specified locations.

Service Locations:

Service Locations are listed below. Additional locations may be added or removed upon mutual agreement between CITY and GRANTEE.

Location	Address	Service Dates
Cathedral of Faith	2315 Canoas Garden San José, CA 95125	7 days per week 10/15/2020-7/31/2021
Healing Grove Health Center Foundation, Inc.	226 W Alma Ave. Suite 10 San José , CA 95110	7 days per week 10/15/2020-7/31/2021
And various locations throughout San José for at-home delivery		

The locations identified above are hereinafter referred to as “Service Locations.” Unless otherwise indicated, the Grant Services specified in the Service Table will be offered at the specified Service Locations.

Participant Information and Target Population

GRANTEE will serve San José residents who are impacted due to the COVID-19 pandemic:

- Individuals that have been exposed or tested positive for COVID-19 but who do not require hospitalization;
- High-risk individuals over 65 or with certain underlying health conditions, as defined by the Center for Disease Control and Prevention (“CDC”);
- Other populations that should be isolated based on the direction of guidance of the appropriate public health officials; and
- Individual and families disproportionately impacted by unemployment and other economic hardship during the pandemic.
 - Including low-, very-low, extremely low-income, unemployed, and unhoused population affected by COVID-19

Service Tables

The services outlined below are effective from October 15, 2020 to December 30, 2020:

Activity 1	FOOD DELIVERY TO COVID+ INDIVIDUALS
Location of Activity	Individual Homes
Dates of Activities	Mondays, Wednesdays, Fridays
Deliverable	Meals to Target Population as defined above. A minimum of 20 families per week, and up to 50 families per week
Description of Service	GRANTEE shall provide culturally appropriate Groceries to individuals and families that are isolated due to testing positive for COVID-19. GRANTEE will be responsible for intake and eligibility screening of participants.

Activity 2	FOOD DELIVERY TO TARGET POPULATION
Location of Activity	Individual Homes
Dates of Activities	Mondays, Wednesdays, Friday
Deliverable	Meals to Target Population as defined above. <ul style="list-style-type: none"> • An average of 300 deliveries per week
Description of Service	GRANTEE shall provide culturally appropriate food to individuals that are isolated and medically vulnerable individuals and families. Contractor will be responsible for intake of participants.

Activity 3	DRIVE-UP FOOD DISTRIBUTION
Location of Activity	Cathedral of Faith & Healing Grove Health Center
Dates of Activities	Wednesdays and Thursdays, for a total of 17 days of service from 10/15/2020-12/30/2020
Deliverable	Meals to Target Population as defined above. <ul style="list-style-type: none"> • Grantee will distribute an average of 2,000 boxes per week to individuals and families in the Target population
Description of Service	GRANTEE shall provide culturally appropriate Groceries to individuals and families that are facing economic hardship due to the impacts of COVID-19. GRANTEE will be responsible for intake of participants.

Activity 4	JOB CREATION FOR UNEMPLOYED INDIVIDUALS
Location of Activity	N/A
Dates of Activities	As determined by GRANTEE
Deliverable	Employment of 36 individuals on a part-time basis that are part of the Target Population.
Description of Service	GRANTEE shall employ 36 individuals whose employment was reduced or eliminated due to the impacts of COVID-19. Positions will support the GRANTEE's meal distribution activities. GRANTEE will subcontract to a temporary agency to employ participants. The positions will be paid a minimum of \$30 per hour. GRANTEE will verify eligibility of participants.

Activity 5	PARTICIPANTS INTAKE AND ELIGIBILITY SCREENING
Location of Activity	Same as Above

Dates of Activities	As needed;
Description of Service	GRANTEE will conduct an intake and eligibility screening for each participant to ensure they meet the definition of the Target Population outlined above.

The services outlined below are effective from December 31, 2020 to March 31, 2021;

Activity 1	FOOD DELIVERY TO COVID+ INDIVIDUALS
Location of Activity	Individual Homes
Dates of Activities	Mondays, Wednesdays, Fridays; 12/31/2020-03/31/2021
Deliverable	Meals to Target Population as defined above. A minimum of 25 families per week, and up to 100 families per week
Description of Service	GRANTEE shall provide culturally appropriate Groceries to individuals and families that are isolated due to testing positive for COVID-19. GRANTEE will be responsible for intake and eligibility screening of participants.

Activity 2	FOOD DELIVERY TO TARGET POPULATION
Location of Activity	Individual Homes
Dates of Activities	Mondays, Wednesdays, Fridays; 12/31/2020-03/31/2021
Deliverable	Meals to Target Population as defined above. <ul style="list-style-type: none"> An average of 500 deliveries per week
Description of Service	GRANTEE shall provide culturally appropriate food to individuals that are isolated and medically vulnerable individuals and families. Contractor will be responsible for intake of participants.

Activity 3	DRIVE-UP FOOD DISTRIBUTION
Location of Activity	Cathedral of Faith & Healing Grove Health Center Foundation, Inc.
Dates of Activities	Wednesdays and Thursdays, for a total of 25 days of service between 12/31/2020-03/31/2021
Deliverable	Meals to Target Population as defined above. <ul style="list-style-type: none"> Grantee will distribute an average of 1,780 boxes per week to individuals and families in the Target Population
Description of Service	GRANTEE shall provide culturally appropriate Groceries to individuals and families that are facing economic hardship

	due to the impacts of COVID-19. GRANTEE will be responsible for intake of participants.
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Activity 4	JOB CREATION FOR UNEMPLOYED INDIVIDUALS
Location of Activity	N/A
Dates of Activities	As determined by GRANTEE
Deliverable	Employment of 33 individuals on a part-time basis that are part of the Target Population.
Description of Service	GRANTEE shall employ 33 individuals whose employment was reduced or eliminated due to the impacts of COVID-19. Positions will support the GRANTEE's meal distribution activities. GRANTEE will subcontract to a temporary agency to employ participants. The positions will be paid a minimum of \$25 per hour. GRANTEE will verify eligibility of participants.

Activity 5	PARTICIPANTS INTAKE AND ELIGIBILITY SCREENING
Location of Activity	Same as Above
Dates of Activities	As needed; 10/15/2020-03/31/2021
Description of Service	GRANTEE will conduct an intake and eligibility screening for each participant to ensure they meet the definition of the Target Population outlined above.

The services outlined below are for effective from April 1, 2021 through July 31, 2021;

Activity 1	FOOD DELIVERY TO TARGET POPULATION
Location of Activity	Individual Homes
Dates of Activities	Mondays, Wednesdays, Fridays; 4/1/2021-07/31/2021
Deliverable	Meals to Target Population as defined above. <ul style="list-style-type: none"> • From 4/1/2021-4/30/2021 An average of 600 deliveries per week • From 5/1/2021-5/31/2021 An average of 500 deliveries per week • From 6/1/2021-6/30/2021 An average of 425 deliveries per week • From 7/1/2021-7/31/2021 An average of 300 deliveries a week
Description of Service	GRANTEE shall provide culturally appropriate food to individuals that are isolated and medically vulnerable

	individuals and families. Contractor will be responsible for intake of participants.
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Activity 2	DRIVE-UP FOOD DISTRIBUTION
Location of Activity	Cathedral of Faith & Healing Grove Health Center Foundation, Inc.
Dates of Activities	Wednesdays and Thursdays, for a total of 25 days of service between 4/1/2021-7/31/2021
Deliverable	Meals to Target Population as defined above. <ul style="list-style-type: none"> • From 4/1/2021-4/30/2021 Grantee will distribute an average of 1,300 boxes per week to individuals and families in the Target Population • From 5/1/2021-5/31/2021 Grantee will distribute an average of 1,440 boxes per week to individuals and families in the Target Population • From 6/1/2021-6/30/2021 Grantee will distribute an average of 1,100 boxes per week to individuals and families in the Target Population • From 7/1/2021-7/31/2021 Grantee will distribute an average of 900 boxes per week to individuals and families in the Target Population
Description of Service	GRANTEE shall provide culturally appropriate Groceries to individuals and families that are facing economic hardship due to the impacts of COVID-19. GRANTEE will be responsible for intake of participants.

Activity 3	JOB CREATION FOR UNEMPLOYED INDIVIDUALS
Location of Activity	N/A
Dates of Activities	As determined by GRANTEE
Deliverable	Employment of 28 individuals on a part-time basis that are part of the Target Population.
Description of Service	GRANTEE shall employ 28 individuals whose employment was reduced or eliminated due to the impacts of COVID-19. Positions will support the GRANTEE's meal distribution activities. GRANTEE will subcontract to a temporary agency to employ participants. The positions will be paid a minimum of \$25 per hour. GRANTEE will verify eligibility of participants.

Activity 4	PARTICIPANTS INTAKE AND ELIGIBILITY SCREENING
Location of Activity	Same as Above

Dates of Activities	As needed; 4/1/2021-07/31/2021
Description of Service	GRANTEE will conduct an intake and eligibility screening for each participant to ensure they meet the definition of the Target Population outlined above.

FIFTH REVISED EXHIBIT C
BUDGET SUMMARY

From October 15, 2020 through December 31, 2020, the budget utilizing the Coronavirus Relief Fund is outlined below:

A. Personnel Costs

Description	Collective Impact Grant Funding	Other Funding for Program	Budget Narrative Explanation (Include a brief description of the position)
Phone Assistance Operator	\$7,920.00	\$0	One position devoted to phone assistance for food delivery network
Food Delivery Employees	\$35,984.77	\$0	Three positions devoted to direct service: weekly delivery of food to COVID+ families in San José
Food Distributors at Drive-Thru Distribution	\$312,503.31	\$0	Thirty-three positions to support large drive-thru food distribution
Program Administration (for reporting) - Executive Director	\$8,052.00	\$0	Generation of weekly reports; COVID+ database maintenance; program bookkeeping; program accounting
Total Salaries	\$364,460.08	\$0	
Fringe Benefits	\$0	\$0	
TOTAL PERSONNEL COSTS	\$364,460.08	\$0	

B. Operating Costs

Description	Collective Impact Grant Funding	Other Funding for Program	Budget Narrative Explanation (Include a brief description of the position)
Direct Mileage & Transportation Costs	\$3,184.55	\$0	Mileage for vehicles delivering food to individual homes
Program Administration	\$31,679.70	\$0	Overhead; Employee management; program

			administration; performed by contractor and subcontractors
Food for Groceries	\$206,293.85	\$0	Purchase of culturally appropriate foods
Van Rentals	\$18,913.85	\$0	Rental of two cargo vans for duration of grant
Refrigerator Rental	\$5,336.50	\$0	Rental of commercial refrigerated unit for food storage
Temp Agency (Subcontracted)	\$25,000.00	\$0	Advanced Staffing; utilizing temp agency to find employees for Activity 4
Total Operating Costs	\$290,408.45	\$0	
Total Personnel Costs	\$364,460.08	\$0	
TOTAL PROGRAM COSTS	\$654,868.53	\$0	

From December 31, 2020 through March 31, 2021, the budget utilizing the General Fund from Food and Necessities is outlined below. The \$31,880.55 to be used from the Coronavirus Relief Fund are outlined below under “Coronavirus Relief Funds (2020)”:

A. Personnel Costs

Description	Coronavirus Relief Funds	General Fund – Food and Necessities	Budget Narrative Explanation <i>(Include a brief description of the position)</i>
Phone Assistance Operator	\$0	\$6,875.00	One part time position devoted to phone assistance for food delivery network
Food Delivery Employees	\$0	\$67,511.25	Six positions devoted to direct service: weekly delivery of food to COVID+ families in San José
Food Distributors at Drive-Thru Distribution	\$0	\$157,976.33	Twenty-Seven positions to support large drive-thru food distribution

Program Administration (for reporting) - Executive Director	\$0	\$6,930.00	Generation of weekly reports; COVID+ database maintenance; program bookkeeping; program accounting
SJPD Officer for Traffic Control	\$0	\$20,020.00	Two SJPD Officers 2 times/week, 5.5hrs/week for traffic management
Total Salaries	\$0	\$259,312.58	
Fringe Benefits	\$0	\$0	
TOTAL PERSONNEL COSTS	\$0	\$259,312.58	

B. Operating Costs

Description	Coronavirus Relief Funds	General Fund – Food and Necessities	Budget Narrative Explanation (Include a brief description of the position)
Direct Mileage & Transportation Costs	\$0	\$4,933.55	Fuel for vehicles delivering food to individual homes
Food for Groceries	\$31,880.55	\$53,254.42	Purchase of culturally appropriate foods
Van Rentals	\$0	\$18,020.00	Rental of two cargo vans for duration of grant
Refrigerator Rental	\$0	\$3,000	Rental of a refrigerator for cold storage
Temp Agency (Subcontracted)	\$0	\$25,000.00	Advanced Staffing; utilizing temp agency to find employees for Activity 4
Delivery Employee Management	\$0	\$8,593.75	HGHC Delivery Employee Management
Drive-Up Food Employee Management	\$0	\$10,861.20	Drive-Up Employee Management
Drive-Up Administration	\$0	\$9,452.50	Administration of Drive-Up Program
TOTAL OPERATING COSTS	\$31,880.55	\$133,115.42	

Total Personnel Costs	\$0	\$259,312.58	
Total Operating Costs	\$31,880.55	\$133,115.42	
TOTAL PROGRAM COSTS	\$31,880.55	\$392,428.00	

From April 1, 2021 through July 31, 2021, the budget utilizing the General Fund from Food and Necessities is outlined below:

A. Personnel Costs

Description	Coronavirus Relief Funds	General Fund – Food and Necessities	Budget Narrative Explanation (Include a brief description of the position)
Food Distributors at Drive-Thru Distribution	\$0	\$242,307.67	Advanced Staffing Support for large drive-thru food distribution; thirty positions
Grant Administration	\$0	\$2,310.00	Healing Grove Generation of weekly reports; program bookkeeping; program accounting.
Total Salaries	\$0	\$244,617.67	
Fringe Benefits	\$0	\$0	
TOTAL PERSONNEL COSTS	\$0	\$244,617.67	

B. Operating Costs

Description	Coronavirus Relief Funds	General Fund – Food and Necessities	Budget Narrative Explanation (Include a brief description of the position)
Direct Mileage & Transportation Costs	\$0	\$500	Mileage for vehicles delivering food
Drive-Up Food Employee Management	\$0	\$14,311.62	Advanced Staffing Employee Management Payment

Drive-Up Administration	\$0	\$3,150.83	Administration of Drive-Up Program
Food for Meals	\$0	\$12,999.56	Purchase of culturally appropriate foods
Van Rentals	\$0	\$8,985	Rental of two cargo vans for duration of grant
Temp Agency Fees	\$0	\$33,333.32	Utilizing a temp agency to find employees for Activity 3
TOTAL OPERATING COSTS	\$0	\$73,280.33	

Total Personnel Costs	\$0	\$244,617.67	
Total Operating Costs	\$0	\$73,280.33	
TOTAL PROGRAM COSTS	\$0	\$317,898	

FIFTH REVISED EXHIBIT D
PAYMENTS TO GRANTEE AND REPORTING SCHEDULE

Payment shall be made as stated in the following schedule, subject to GRANTEE's satisfactory performance of this AGREEMENT as approved by CITY.

A. Maximum Amount of Compensation

CITY agrees to pay GRANTEE the COMPENSATION AMOUNT subject to the terms and conditions of this AGREEMENT. Payment shall be processed as set forth by the following schedule, subject to the GRANTEE's satisfactory performance of this AGREEMENT. If the total amount shown on GRANTEE's invoice is less than the maximum installment amount set forth below, CITY shall pay GRANTEE the amount shown on the invoice.

Installment	Period Begin	Period End	Report Due	Payment
1	10/15/2020	11/30/2020	Weekly Service Report	An Installment of \$549,399.20 will be processed within 20 days of full execution of this AGREEMENT. However, no payment shall occur prior to October 15, 2020. An invoice will need to be provided on a monthly basis to substantiate the costs of the first payment. Weekly service reports must be submitted to the CITY for this period in order to release future payment.
2	10/15/2020	12/30/2020	Weekly Service Report	An installment of \$105,469.25 will be paid out within 20 days of completion of the Original Agreement Term. Weekly service reports must be submitted to the CITY for this period in order to release future payment.
3	12/31/2020	02/28/2021	Weekly Service Report	An Installment of \$339,446.84 will be processed within 20 days of full execution of this AMENDMENT. However, no payment shall occur prior to December 31, 2020. Within this Installment, the remaining \$31,880.55 from the Coronavirus Relief Fund will be included. An invoice will need to be provided on a monthly basis to substantiate the costs of this payment. Weekly service reports must be submitted to the CITY for this period in order to release future payment.
4	03/01/2021	03/31/2021	Weekly Service Report	An Installment of \$84,861.71 will be processed upon completion of the following. Acceptance and completion of all Weekly Service Reports containing standard weekly information for the period of 3/1/2021 - 3/31/2021 with cumulative statistics for entire period An invoice will need to be provided for this period to substantiate the costs of this payment.
5	04/01/2021	04/30/2021	Weekly Service Report	An installment of \$117,264 will be processed upon completion of the following (1) Acceptance and approval of all Weekly Service Reports which shall contain standard weekly information for the period of 4/1/2021 – 4/30/2021 and shall contain cumulative statistics for the entire period; and (2) acceptance and approval of GRANTEE's —invoice which shall contain expenditures for the period of 4/1/2021 –

				4/30/2021, and shall additionally contain the cumulative total amount of expenditures for the period of 12/31/2021 - 4/30/2021. An invoice will need to be provided on a monthly basis to substantiate the costs of the installment.
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6	05/01/2021	05/31/2021	Weekly Service Report	An installment of \$66,878 will be processed upon completion of the following (1) Acceptance and approval of all Weekly Service Reports which shall contain standard weekly information for the period of 5/1/2021 – 5/31/2021 and shall contain cumulative statistics for the entire period; and (2) acceptance and approval of GRANTEE's invoice which shall contain expenditures for the period of 5/1/2021 – 5/31/2021, and shall additionally contain the cumulative total amount of expenditures for the period of 12/31/2021 - 5/31/2021. An invoice will need to be provided on a monthly basis to substantiate the costs of the installment.
7	06/01/2021	06/30/2021	Weekly Service Report	An installment of \$66,878 will be processed upon completion of the following (1) Acceptance and approval of all Weekly Service Reports which shall contain standard weekly information for the period of 6/1/2021 – 6/30/2021 and shall contain cumulative statistics for the entire period; and (2) acceptance and approval of GRANTEE's invoice which shall contain expenditures for the period of 6/1/2021 – 6/30/2021, and shall additionally contain the cumulative total amount of expenditures for the period of 12/31/2021 - 6/30/2021. An invoice will need to be provided on a monthly basis to substantiate the costs of the installment.
8	07/01/2021	07/31/2021	Weekly Service Report	CITY will release a retainer payment of \$66,878 upon completion of the following (1) Acceptance and approval of all Weekly Service Reports which shall contain standard weekly information for the period of 7/1/2021 – 7/31/2021 and shall contain cumulative statistics for the entire term of this AGREEMENT; (2) GRANTEE's successful completion of GRANTEE's Scope of Services; and (3) acceptance and approval of GRANTEE's final invoice which shall contain expenditures for the period of 7/1/2021 – 7/31/2021, and shall additionally contain the cumulative total amount of expenditures for the entire term of this AGREEMENT. Any unspent or disallowed costs will be deducted from the retainer. If unspent funds exceed retainer amount, then GRANTEE must return funds to the CITY.

B. Certification Required for Fiscal Reports or Invoices.

Pursuant to 2 C.F.R. §200.415, annual and final fiscal reports or vouchers requesting payment under this AGREEMENT must include a certification, signed by an official who is authorized to legally bind GRANTEE, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

**FIFTH REVISED EXHIBIT I
RETROACTIVE SERVICES**

The term of this FIFTH AMENDMENT shall be retroactive from October 15, 2020 and shall continue through July 31, 2021. It is understood and agreed that GRANTEE has commenced work and incurred costs prior to execution of this FIFTH AMENDMENT in anticipation of its execution.

CITY agrees to reimburse GRANTEE for those costs in accordance with the terms of the amended AGREEMENT. However, in no event shall GRANTEE be reimbursed for costs incurred prior to October 15, 2020.