

SIXTH AMENDMENT TO CITY OF SAN JOSE GRANT AGREEMENT
SUMMARY PAGE

This SIXTH AMENDMENT TO GRANT AGREEMENT is entered into this 2nd day of September, 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>666438-006</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 \$0

Total Grant Award Not to Exceed: \$1,330,197

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>
Sixth 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 type="checkbox"/>	<input checked="" type="checkbox"/>	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"/>	Sixth Revised Exhibit C: Budget Summary
<input type="checkbox"/>	<input checked="" type="checkbox"/>	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

- Revised Exhibit G: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act*
- Revised Exhibit H: Insurance
- 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 SIXTH 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

By *Sarah Zarate*
 SARAH ZARATE
 Director of Office Administration, Policy, and Intergovernmental Relations

APPROVED AS TO FORM:

By *Arlene Silva*
Arlene Silva (Sep 2, 2021 15:51 PDT)
 ARLENE SILVA
 [Sr.] Deputy City Attorney

“GRANTEE”

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

By *Brett Bymaster*
Brett Bymaster (Aug 31, 2021 17:27 PDT)
 BRETT BYMASTER
 Executive Director

By *KAREN CHIU*
KAREN CHIU (Sep 1, 2021 08:27 PDT)
 KAREN CHIU
 Board Secretary

SIXTH AMENDMENT TO CITY OF SAN JOSE GRANT AGREEMENT

This SIXTH AMENDMENT TO CITY OF SAN JOSE GRANT AGREEMENT (“SIXTH 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 SIXTH 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; and

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; and

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; and

WHEREAS, on July 18, 2021, CITY and GRANTEE entered into a FIFTH AMENDMENT to the Grant Agreement to extend the term through July 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 \$1,397,075; and

WHEREAS, pursuant to Section 23 of the AGREEMENT, CITY and GRANTEE desire to amend the AGREEMENT to revise the Budget Summary;

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

SECTION 1. Revised Exhibit C, “Budget Summary,” is hereby replaced in its entirety with Sixth Revised Exhibit C attached hereto.

SECTION 2. Reaffirmation: In the event of an inconsistency between this SIXTH AMENDMENT and the AGREEMENT, the terms and conditions of this SIXTH 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 SIXTH AMENDMENT shall remain in full force and effect.

SECTION 3. Counterparts. This SIXTH 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 4. 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.

SIXTH 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 <i>(Include a brief description of the position)</i>
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 <i>(Include a brief description of the position)</i>
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	
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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	\$242,165.61	Advanced Staffing Support for large drive-thru food distribution; thirty positions
Grant Administration	\$0	\$1,310.00	Healing Grove Generation of weekly reports; program bookkeeping; program accounting.
Total Salaries	\$0	\$243,475.61	
Fringe Benefits	\$0	\$0	
TOTAL PERSONNEL COSTS	\$0	\$243,475.61	

B. Operating Costs

Description	Coronavirus Relief Funds	General Fund – Food and Necessities	Budget Narrative Explanation (Include a brief description of the position)
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Direct Mileage & Transportation Costs	\$0	\$346.09	Mileage for vehicles delivering food
Drive-Up Food Employee Management	\$0	\$15,027.05	Advanced Staffing Employee Management Payment
Drive-Up Administration	\$0	\$1,893.33	Administration of Drive-Up Program
Food for Meals	\$0	\$12,999.00	Purchase of culturally appropriate foods
Van Rentals	\$0	\$10,823.93	Rental of two cargo vans for duration of grant
Temp Agency Fees	\$0	\$33,332.99	Utilizing a temp agency to find employees for Activity 3
TOTAL OPERATING COSTS	\$0	\$74,422.39	

Total Personnel Costs	\$0	\$243,475.61	
Total Operating Costs	\$0	\$74,422.39	
TOTAL PROGRAM COSTS	\$0	\$317,898	

8/11/2021

Subject: Approval of Retroactivity

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Memorandum

TO: Sarah Zarate,
Director of Office of Administration,
Policy, and Intergovernmental Affairs
Office of the City Manager

FROM: Jill Mariani
Program Manager
Food & Necessities

SUBJECT: Approval of Retroactivity

DATE: August 11, 2021

Approved

Sarah Zarate

Date

9/7/21

SUBJECT: APPROVAL OF RETROACTIVITY IN THE SIXTH AMENDMENT FOR HEALING GROVE HEALTH CENTER

In June 2013, the City Auditor released an audit report entitled "Consulting Agreements: Better Enforcement of Procurement Rules, Monitoring, and Transparency is Needed." (City Audit Report No. 13-06.) Recommendation No. 4 (Audit Report pages 16-17) involves limiting retroactive agreements to situations where contract execution is in process. The audit report states that when a City employee informally authorizes work before execution of the agreement, the employee commits City funds not within his/her authority to commit.

The Emergency Operation Center (EOC), Food and Necessities Branch, is seeking authorization for the retroactive provision in the following agreements under the Collective Impact and Unmet Needs Grant:

- Sixth Amendment to Healing Grove Health Center

On December 15, 2020 City Council approved the continuation of agreements with organizations qualified under the Collective Impact and Unmet Needs Grant Program for an aggregate compensation of \$2,000,000 from the General Fund from the Food and Necessities Branch. The agreements awarded under this funding began on or about December 31, 2020 with the initial term ending March 31, 2021.

On July 18, 2021, City entered into a Fifth Amendment with Healing Grove Health Center under the Collective Impact and Unmet Needs Grant to continue providing meal distribution and employment services to San Jose residents impacted by COVID-19.

On August 9, 2021, Healing Grove Health Center submitted the final financial report with budget line items that did not align to those in the executed Fifth Amendment. As one line item had a

7/1/2021

Subject: Approval of Retroactivity

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difference greater than 10%, it was determined a Sixth Amendment was necessary to reflect the accurate budget.

The Department understands that retroactive clauses are to be avoided. However, in this instance, the final spending by Grantee was not reported until the end of the program term, resulting in the need for a retroactive amendment.

The Department requests an exception be made and the amendments detailed in this memorandum be allowed to proceed with retroactive clauses.

/s/
JILL MARIANI
Program Manager

For questions please contact Dat Luu, Senior Analyst, at dat.luu@sanjoseca.gov



City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
 Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Yes
Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: Amendment Type of Contract: Select one

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 666438-006

Contractor: Healing Grove Health Center Foundation, Inc.

Address: 226 W Alma Ave. Suite 10, San Jose, CA 95110

Phone: (408) 648-7865

Email: brett@healinggrove.org

Contract Description: 6th Amendment - Collective Impact Grant - Create jobs to assist with food distribution - COVID 19

Term Start Date: 7/1/2021 Term End Date: 7/31/2021 Extension: Select one

Method of Procurement: Select one RFB, RFP or RFQ No.: n/a Date Conducted: n/a

Agenda Date (if applicable): 12/15/2020 Agenda Item No.: 3.9

Resolution No.: 79843 Ordinance No.: _____

Original Contract Amount: \$1,397,075 Amount of Increase/Decrease: \$0

Option #: ___ of ___ Option Amount: _____ NTE/Updated Contract Amount: \$1,397,075

Fund/Appropriation: 001-64-9820004052

Form 700 Required (Selection mandatory for processing): No Revenue Agreement: No


Tax Certificate No.: 5084488150 Expiration Date: 1/15/2021

Department: PRNS (64)

Department Contact: Jeremy Corrales Customer (Finance Only): _____

PRNScontracts@sanjoseca.gov

Notes: Retroactive

Department Director Signature:  On behalf of Jon Cicirelli 8/20/2021
Date

Office of the City Manager Signature: Jessica Lowry 9/7/21
Date