

**FIFTH AMENDMENT TO CITY OF SAN JOSE
GRANT AGREEMENT**

SUMMARY PAGE

This FIFTH AMENDMENT TO GRANT AGREEMENT is entered into this 21st day of October, 2021, by the **CITY OF SAN JOSE**, a municipal corporation ("CITY"), and **LOAVES AND FISHES FAMILY KITCHEN**, a non-profit corporation ("GRANTEE").

Department: Parks, Recreation and Neighborhood Services Contract No.: OC-000140-005

WebGrants ID: 41189 Original Contract No. OC-000140-000

Grantee: LOAVES AND FISHES FAMILY KITCHEN

Project: Collective Impact and Unmet Needs Grants 2021

Description: GRANTEE will provide meals and groceries to eligible residents in San José who are affected by COVID-19. GRANTEE will act as the lead agency in the effort that includes Martha's Kitchen.

Funding Source: 214I – General Fund, Food and Necessities Branch

Amount Added by this Amendment \$ 628,645

Total Grant Award Not to Exceed: \$ 2,514,779

Payment Terms: See Exhibit D.

| | | | | |
|--------------------------------|-------------|-------------------|-----------|-------------------|
| Original Agreement Term: | Start Date: | <u>12/31/2020</u> | End Date: | <u>3/31/2021</u> |
| First Amended Agreement Term: | Start Date: | <u>12/31/2020</u> | End Date: | <u>4/30/2021</u> |
| Second Amended Agreement Term: | Start Date: | <u>12/31/2020</u> | End Date: | <u>5/31/2021</u> |
| Third Amended Agreement Term: | Start Date: | <u>12/31/2020</u> | End Date: | <u>6/30/2021</u> |
| Fourth Amended Agreement Term: | Start Date: | <u>12/31/2020</u> | End Date: | <u>9/30/2021</u> |
| Fifth Amended Agreement Term: | Start Date: | <u>12/31/2020</u> | End Date: | <u>12/31/2021</u> |

PARTIES TO AGREEMENT:

| PARTIES TO AGREEMENT: | GRANTEE | CITY |
|---|---------------------------------------|--|
| Name: | LOAVES AND FISHES FAMILY KITCHEN | CITY OF SAN JOSE |
| Address for Legal Notice: | 1534 Berger Drive, San José, CA 95112 | 200 East Santa Clara Street, 9 th Floor San José, CA 95113 |
| Attention: | Gisela B. Bushey | Dolan Beckel, Director |
| Email Address: | gisela@loavesfishes.org | Dolan.Beckel@sanjoseca.gov |
| Telephone No.: | (408) 922-9284 | (408) 535-3570 |
| Federal Taxpayer ID: | 77-0370874 | |
| City Business License/ Tax No.: | 046010471 | |
| Type of Entity: | Domestic Nonprofit | |
| State of Incorporation or Residency: | California | |

CONTACT INFORMATION

| | |
|-------------------------|-------------------------|
| GRANTEE Contact Person: | Gisela B. Bushey |
| Title: | Chief Executive Officer |
| Telephone No: | (408) 922-9284 |
| Email: | gisela@loavesfishes.org |

| | |
|----------------------|-------------------------------|
| CITY Contact Person: | Fabiola Saucedo |
| Title: | Interim Analyst |
| Telephone No: | (408) 793-4126 |
| Email: | fabiola.saucedo@sanjoseca.gov |

FIFTH REVISED EXHIBIT LIST:

- | YES | N/A | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fifth Revised Exhibit A: Scope of Services |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Fifth 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"/> | Fifth Revised Exhibit E: General GRANT Provisions |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Fifth Revised Exhibit F: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Fifth Revised Exhibit G: Insurance |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fourth Revised Exhibit H: Retroactive Services |

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

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

“CITY”

“GRANTEE”

CITY OF SAN JOSE, a municipal
corporation

LOAVES AND FISHES FAMILY KITCHEN, a
California non-profit corporation

Sarah Zarate

Gisela B. Bushey

Sarah Zarate
Director of Office of Administration,
Policy, and Intergovernmental Relations

Gisela B. Bushey
Chief Executive Officer

APPROVED AS TO FORM:

By: *Arlene Silva*
Arlene Silva (Oct 19, 2021 10:30 PDT)
Name: Arlene Silva
Title: Deputy City Attorney
Date: Oct 19, 2021



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 **LOAVES AND FISHES FAMILY KITCHEN**, a non-profit corporation (“GRANTEE”). For the purposes of this FIFTH AMENDMENT, CITY and GRANTEE are sometimes collectively referred to as “Parties.”

RECITALS

WHEREAS, on April 13, 2021, CITY and GRANTEE entered into that certain agreement titled “City of San José Grant Agreement” for a grant of \$628,845 in General Funds from the Food and Necessities Branch to support GRANTEE’S Meals Distribution Program as procured through the Collective Impact and Unmet Needs grant for a term from December 31, 2020 through March 31, 2021 AGREEMENT”);

WHEREAS, on, May 3, 2021, CITY and GRANTEE entered into a FIRST AMENDMENT to the AGREEMENT to extend the term through April 30, 2021 and increase the maximum amount of total compensation by granting \$209,548 for total compensation amount not to exceed \$838,393, revise the Budget Summary, and revise the Payments to Grantee and Reporting Schedule;

WHEREAS, on May 24, 2021, CITY and GRANTEE entered into a SECOND AMENDMENT to the AGREEMENT to extend the term through May 31, 2021 and increase funds by \$209,548 for total compensation amount not to exceed \$1,047,941, revise the Budget Summary, and revise the Payments to Grantee and Reporting Schedule;

WHEREAS, on June 16, 2021, CITY and GRANTEE entered into a THIRD AMENDMENT to the AGREEMENT to extend the term through June 30, 2021 and increase funds by \$209,548 for total compensation amount not to exceed \$1,257,489, revise the Budget Summary, and revise the Payments to Grantee and Reporting Schedule;

WHEREAS, on July 14, 2021, CITY and GRANTEE entered into a FOURTH AMENDMENT to the AGREEMENT to extend the term through September 30, 2021 and increase funds by \$628,645 for total compensation amount not to exceed \$1,886,134, revise the Budget Summary, and revise the Payments to Grantee and Reporting Schedule;

WHEREAS, pursuant to Section 23 of the AGREEMENT, CITY and GRANTEE desire to amend the AGREEMENT to extend the term through December 31, 2021 and increase funds by \$628,645 for an amount not to exceed \$2,514,779, revise the Budget Summary, and revise the Payments to Grantee and Reporting Schedule; and

NOW, THEREFORE, the Parties agree to amend the AGREEMENT as follows:

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

SECTION 2. Increase Funding: The Compensation Amount under Section 5 of the AGREEMENT is hereby increased by the amount of \$628,645 of the American Rescue Plan Funding for a total Grant Award not to exceed \$2,514,779;

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. Third Revised Exhibit H, "Retroactive Services," is hereby replaced in its entirety by Fourth Revised Exhibit H 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 approved Budget Summary in Exhibit C.

A. Period of Service

The Grant Services will commence on December 31, 2020 and continue through December 31, 2021.

B. Description of Services

General Description and Purpose of Services: GRANTEE will provide meal distribution services to 65 locations throughout San José, six (6) days a week to residents that are in the Target Population defined below.

GRANTEE will also act as a lead organization for the following services:

- **Martha's Kitchen:** For the coordination of meal distribution services to 65 locations throughout San José six (6) days a week to residents that are affected by COVID-19.

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 |
|--------------------------------|---------------------------------------|
| Loaves & Fishes Family Kitchen | 1500 Berger Drive, San José CA, 95122 |
| Martha's Kitchen | 311 Willow Street San José, CA 95110 |

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 people 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

| | |
|------------------------|---|
| Activity 1 | LOAVES & FISHES FAMILY KITCHEN: MEAL PREPARATION, SERVICE, AND DELIVERY |
| Location of Activity | See Above Service Location |
| Dates of Activities | Six (6) days a week beginning December 31, 2020 through December 31, 2021 |
| Deliverable | GRANTEE will provide the following to eligible residents: <ul style="list-style-type: none"> • An average of 9,675 hot and prepared meals per week |
| Description of Service | GRANTEE will prepare, serve, and distribute hot meals to the Target Population, primarily those affected by COVID-19. |

| | |
|------------------------|---|
| Activity 2 | MEAL PREPARATION, SERVICE, AND DELIVERY AS COORDINATED THROUGH MARTHA'S KITCHEN |
| Location of Activity | See Above Service Location |
| Dates of Activities | Six (6) days a week through beginning December 31, 2020 through December 31, 2021 |
| Deliverable | GRANTEE will oversee Martha's Kitchen and ensure that they provide the following to eligible residents: <ul style="list-style-type: none"> • An average of 9,675 hot and prepared meals per week |
| Description of Service | GRANTEE will ensure that Martha's Kitchen will prepare, serve, and distribute hot meals to the Target Population, primarily those affected by COVID-19. |

| | |
|------------------------|---|
| Activity 3 | PARTICIPANT INTAKE AND ELIGIBILITY SCREENING |
| Location of Activity | See Service Locations 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. |

FIFTH REVISED EXHIBIT C
BUDGET SUMMARY

From December 31, 2020 through March 31, 2021 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> |
|----------------------------------|---------------------------------------|---------------------------------|--|
| Cook | \$45,472 | \$0 | Five (5) positions in charge of preparing meals |
| Kitchen Manager | \$12,270 | \$0 | One (1) Kitchen Manager to oversee meal preparation operations |
| Driver | \$48,981 | \$0 | Six (6) positions for meal delivery to Service Locations |
| Transportation Manager | \$12,365 | \$0 | One (1) position to oversee delivery operations |
| Director of Operations | \$19,228 | \$0 | One (1) position to oversee the project operations |
| Chief Executive Officer | \$4,656 | \$0 | One (1) position to oversee program administration, documentation, and progress of program |
| Finance & Administration Manager | \$4,386 | \$0 | One (1) position for financial reporting and invoicing |
| Chief Operating Officer | \$26,635 | \$0 | One (1) position to oversee program administration, documentation, and progress of program |
| Total Salaries | \$173,993 | \$0 | |
| Fringe Benefits | \$30,227 | \$0 | |
| TOTAL PERSONNEL COSTS | \$204,220 | \$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> |
|----------------------------------|---------------------------------------|---------------------------------|---|
| Subcontractor – Martha’s Kitchen | \$314,422.50 | \$0 | Subcontracting for meal and grocery distribution |
| Kitchen Supplies | \$59,092.50 | \$0 | Associated costs for kitchen supplies for program |
| Food | \$45,010 | \$0 | Associated costs of food for program |
| Gas | \$5,000 | \$0 | Gas for delivery vehicles |

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|----------------------------------|------------------|------------|----------------------------|
| Operations Staff Cell Phones | \$1,100 | \$0 | Cell Phone costs for staff |
| Total Personnel Costs | \$204,220 | \$0 | |
| Total Operating Costs | \$424,625 | \$0 | |
| TOTAL PROGRAM COSTS | \$628,845 | \$0 | |

From April 1, 2021 through April 30, 2021 the budget summary is as follows:

A. Personnel Costs

| Description | Collective Impact Grant Funding | Other Funding for Program | Budget Narrative Explanation (Include a brief description of the position) |
|------------------------------|--|----------------------------------|--|
| Cook (Full Time) | \$14,686 | \$0 | Five (5) positions in charge of preparing meals |
| Cook (Part Time) | \$140 | \$0 | One (1) positions in charge of preparing meals |
| Kitchen Manager | \$3,963 | \$0 | One (1) Kitchen Manager to oversee meal preparation operations |
| Driver (Full Time) | \$18,131 | \$0 | Six (6) positions for meal delivery to Service Locations |
| Driver (Part Time) | \$580 | \$0 | One (1) positions for meal delivery to Service Locations |
| Transportation Manager | \$3,881 | \$0 | One (1) position to oversee delivery operations |
| Director of Operations | \$6,210 | \$0 | One (1) position to oversee the project operations |
| Chief Operating Officer | \$8,602 | \$0 | One (1) position to oversee program administration, documentation, and progress of program |
| Total Salaries | \$56,193 | \$0 | |
| Fringe Benefits | \$9,697 | \$0 | |
| TOTAL PERSONNEL COSTS | \$65,890 | \$0 | |

B. Operating Costs

| Description | Collective Impact Grant Funding | Other Funding for Program | Budget Narrative Explanation (Include a brief description of the position) |
|----------------------------------|--|----------------------------------|---|
| Subcontractor – Martha’s Kitchen | \$104,807.50 | \$0 | Subcontracting for meal and grocery distribution |
| Kitchen Supplies | \$20,500 | \$0 | Associated costs for kitchen supplies for program |
| Food | \$16,500 | \$0 | Associated costs of food for program |
| Gas | \$1,500 | \$0 | Gas for delivery vehicles |
| Operations Staff Cell Phones | \$350 | \$0 | Cell Phone costs for staff |
| Total Personnel Costs | \$65,890 | \$0 | |

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|------------------------------|------------------|------------|--|
| Total Operating Costs | \$143,658 | \$0 | |
| TOTAL PROGRAM COSTS | \$209,548 | \$0 | |

From May 1, 2021 through May 31, 2021 the budget summary is as follows:

A. Personnel Costs

| Description | Collective Impact Grant Funding | Other Funding for Program | Budget Narrative Explanation (Include a brief description of the position) |
|------------------------------|--|----------------------------------|--|
| Cook (Full Time) | \$15,230 | \$0 | Five (5) positions in charge of preparing meals |
| Cook (Part Time) | \$140 | \$0 | One (1) positions in charge of preparing meals |
| Kitchen Manager | \$4,110 | \$0 | One (1) Kitchen Manager to oversee meal preparation operations |
| Driver (Full Time) | \$18,695 | \$0 | Six (6) positions for meal delivery to Service Locations |
| Driver (Part Time) | \$601 | \$0 | One (1) positions for meal delivery to Service Locations |
| Transportation Manager | \$4,025 | \$0 | One (1) position to oversee delivery operations |
| Director of Operations | \$6,440 | \$0 | One (1) position to oversee the project operations |
| Chief Operating Officer | \$8,602 | \$0 | One (1) position to oversee program administration, documentation, and progress of program |
| Total Salaries | \$57,843 | \$0 | |
| Fringe Benefits | \$10,002 | \$0 | |
| TOTAL PERSONNEL COSTS | \$67,845 | \$0 | |

B. Operating Costs

| Description | Collective Impact Grant Funding | Other Funding for Program | Budget Narrative Explanation (Include a brief description of the position) |
|----------------------------------|--|----------------------------------|---|
| Subcontractor – Martha’s Kitchen | \$94,297 | \$0 | Subcontracting for meal and grocery distribution |
| Kitchen Supplies | \$15,556 | \$0 | Associated costs for kitchen supplies for program |

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|----------------------------------|------------------|------------|--------------------------------------|
| Food | \$30,000 | \$0 | Associated costs of food for program |
| Gas | \$1,500 | \$0 | Gas for delivery vehicles |
| Operations Staff Cell Phones | \$350 | \$0 | Cell Phone costs for staff |
| Total Personnel Costs | \$67,845 | \$0 | |
| Total Operating Costs | \$141,703 | \$0 | |
| TOTAL PROGRAM COSTS | \$209,548 | \$0 | |

From June 1, 2021 through June 30, 2021 the budget summary is as follows:

A. Personnel Costs

| Description | Collective Impact Grant Funding | Other Funding for Program | Budget Narrative Explanation (Include a brief description of the position) |
|--------------------------------------|--|--|--|
| Cook (Full Time) | \$13,055 | \$0 | Five (5) positions in charge of preparing meals |
| Cook (Part Time) | \$2,496 | \$0 | One (1) positions in charge of preparing meals |
| Kitchen Manager | \$4,800 | \$0 | One (1) Kitchen Manager to oversee meal preparation operations |
| Driver (Full Time) | \$16,291 | \$0 | Six (6) positions for meal delivery to Service Locations |
| Transportation Manager | \$4,200 | \$0 | One (1) position to oversee delivery operations |
| Director of Operations | \$5,520 | \$0 | One (1) position to oversee the project operations |
| Chief Operating Officer | \$7,646 | \$0 | One (1) position to oversee program administration, documentation, and progress of program |
| Total Salaries | \$54,008 | \$0 | |
| Fringe Benefits | \$8,216 | \$0 | |
| TOTAL PERSONNEL COSTS | \$62,224 | \$0 | |

B. Operating Costs

| Description | Collective Impact Grant Funding | Other Funding for Program | Budget Narrative Explanation (Include a brief description of the position) |
|----------------------------------|--|----------------------------------|---|
| Subcontractor – Martha’s Kitchen | \$104,774 | \$0 | Subcontracting for meal and grocery distribution |
| Kitchen Supplies | \$15,700 | \$0 | Associated costs for kitchen supplies for program |
| Food | \$25,000 | \$0 | Associated costs of food for program |
| Gas | \$1,500 | \$0 | Gas for delivery vehicles |
| Operations Staff Cell Phones | \$350 | \$0 | Cell Phone costs for staff |
| Total Personnel Costs | \$62,224 | \$0 | |
| Total Operating Costs | \$147,324 | \$0 | |
| TOTAL PROGRAM COSTS | \$209,548 | \$0 | |

From July 1, 2021 through September 30, 2021 the budget summary is as follows:

A. Personnel Costs

| Description | Collective Impact Grant Funding | Other Funding for Program | Budget Narrative Explanation (Include a brief description of the position) |
|-------------------------|--|----------------------------------|--|
| Cook (Full Time) | \$32,084.46 | \$0 | Four (4) positions in charge of preparing meals |
| Cook (Part Time) | \$3,855.60 | \$0 | One (1) positions in charge of preparing meals |
| Kitchen Manager | \$14,400 | \$0 | One (1) Kitchen Manager to oversee meal preparation operations |
| Driver (Full Time) | \$49,367.34 | \$0 | Six (6) positions for meal delivery to Service Locations |
| Transportation Manager | \$13,500 | \$0 | One (1) position to oversee delivery operations |
| Director of Operations | \$17,100 | \$0 | One (1) position to oversee the project operations |
| Chief Operating Officer | \$23,760 | \$0 | One (1) position to oversee program administration, documentation, and progress of program |
| Total Salaries | \$154,067.40 | \$0 | |
| Fringe Benefits | \$21,186.20 | \$0 | |

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|------------------------------|---------------------|------------|--|
| TOTAL PERSONNEL COSTS | \$175,253.60 | \$0 | |
|------------------------------|---------------------|------------|--|

B. Operating Costs

| Description | Collective Impact Grant Funding | Other Funding for Program | Budget Narrative Explanation (Include a brief description of the position) |
|----------------------------------|--|----------------------------------|---|
| Subcontractor – Martha’s Kitchen | \$314,322.50 | \$0 | Subcontracting for meal and grocery distribution |
| Kitchen Supplies | \$51,000 | \$0 | Associated costs for kitchen supplies for program |
| Food | \$82,518.90 | \$0 | Associated costs of food for program |
| Gas | \$4,500 | \$0 | Gas for delivery vehicles |
| Operations Staff Cell Phones | \$1,050 | \$0 | Cell Phone costs for staff |
| Total Personnel Costs | \$175,253.60 | \$0 | |
| Total Operating Costs | \$453,391.40 | \$0 | |
| TOTAL PROGRAM COSTS | \$628,645 | \$0 | |

From October 1, 2021 through December 31, 2021 the budget summary is as follows:

A. Personnel Costs

| Description | Collective Impact Grant Funding | Other Funding for Program | Budget Narrative Explanation (Include a brief description of the position) |
|------------------------|--|----------------------------------|---|
| Cook (Full Time) | \$34,223.42 | \$0 | Four (4) positions in charge of preparing meals |
| Cook (Part Time) | \$4,112.64 | \$0 | One (1) positions in charge of preparing meals |
| Kitchen Manager | \$12,480.00 | \$0 | One (1) Kitchen Manager to oversee meal preparation operations |
| Driver (Full Time) | \$52,658.50 | \$0 | Six (6) positions for meal delivery to Service Locations |
| Transportation Manager | \$14,400.00 | \$0 | One (1) position to oversee delivery operations |

| | | | |
|------------------------------|---------------------|------------|--|
| Director of Operations | \$18,240.00 | \$0 | One (1) position to oversee the project operations |
| Chief Operating Officer | \$25,344.00 | \$0 | One (1) position to oversee program administration, documentation, and progress of program |
| Total Salaries | \$161,458.56 | \$0 | |
| Fringe Benefits | \$22,613.94 | \$0 | |
| TOTAL PERSONNEL COSTS | \$184,072.50 | \$0 | |

B. Operating Costs

| Description | Collective Impact Grant Funding | Other Funding for Program | Budget Narrative Explanation (Include a brief description of the position) |
|----------------------------------|--|----------------------------------|---|
| Subcontractor – Martha’s Kitchen | \$314,322.50 | \$0 | Subcontracting for meal and grocery distribution |
| Kitchen Supplies | \$61,000.00 | \$0 | Associated costs for kitchen supplies for program |
| Food | \$64,000.00 | \$0 | Associated costs of food for program |
| Gas | \$4,200.00 | \$0 | Gas for delivery vehicles |
| Operations Staff Cell Phones | \$1,050.00 | \$0 | Cell Phone costs for staff |
| Total Personnel Costs | \$184,072.50 | \$0 | |
| Total Operating Costs | \$444,572.50 | \$0 | |
| TOTAL PROGRAM COSTS | \$628,645 | \$0 | |

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.

1. **Grant Funds**

| Installment | Period Begin | Period End | Report Due | Payment |
|-------------|--------------|------------|-----------------------|---|
| 1 | 12/31/2020 | 2/28/2021 | Weekly service report | An Installment of \$502,916 will be processed within 20 days of full execution of this AGREEMENT. However, no payment shall occur prior to December 31, 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 | 3/1/2021 | 3/31/2021 | Weekly service report | A second installment of \$125,929 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 03/1/2021 – 03/31/2021 and shall contain cumulative statistics for the entire period. |

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| 3 | 4/1/2021 | 4/30/2021 | Weekly service report | A third installment of \$209,548 will be released by the CITY 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 term of this AGREEMENT; |
| 4 | 5/1/2021 | 5/31/2021 | Weekly service report | A fourth installment of \$209,548 will be released by the CITY 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 term of this AGREEMENT; |
| 5 | 6/1/2021 | 6/30/2021 | Weekly service report | A fifth installment of \$209,548 will be released by the CITY 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 term of this AGREEMENT; |
| 6 | 7/1/2021 | 7/31/2021 | Weekly service report | A sixth installment of \$251,458 will be released by the CITY 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 |

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|----|-----------|------------|-----------------------|---|
| | | | | entire term of this AGREEMENT; |
| 7 | 8/1/2021 | 8/31/2021 | Weekly service report | A seventh installment of \$188,593.50 will be released by the CITY upon completion of the following (1) Acceptance and approval of all Weekly Service Reports which shall contain standard weekly information for the period of 8/1/2021 – 8/31/2021 and shall contain cumulative statistics for the entire term of this AGREEMENT; |
| 8 | 9/1/2021 | 9/30/2021 | Weekly service report | An eighth installment of \$188,593.50 will be released by the CITY upon completion of the following (1) Acceptance and approval of all Weekly Service Reports which shall contain standard weekly information for the period of 9/1/2021 – 9/30/2021 and shall contain cumulative statistics for the entire term of this AGREEMENT; |
| 9 | 10/1/2021 | 10/31/2021 | Weekly service report | A ninth installment of \$209,548 will be released by the CITY upon completion of the following (1) Acceptance and approval of all Weekly Service Reports which shall contain standard weekly information for the period of 10/1/2021 – 10/31/2021 and shall contain cumulative statistics for the entire term of this AGREEMENT; |
| 10 | 11/1/2021 | 11/30/2021 | Weekly service report | A tenth installment of \$209,548 will be released by the CITY upon completion of the following (1) Acceptance and approval of all Weekly Service Reports which shall contain |

| | | | | |
|----|-----------|------------|-----------------------|---|
| | | | | standard weekly information for the period of 11/1/2021 – 11/30/2021 and shall contain cumulative statistics for the entire term of this AGREEMENT; |
| 11 | 12/1/2021 | 12/31/2021 | Weekly service report | CITY will release a retainer payment of \$209,549 upon completion of the following (1) Acceptance and approval of all Weekly Service Reports which shall contain standard weekly information for the period of 12/1/2021 – 12/31/2021 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 12/1/2021 – 12/31/2021, 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. |

FOURTH REVISED EXHIBIT H
RETROACTIVE SERVICES

The term of this FIFTH AMENDMENT shall be retroactive from December 31, 2020 and shall continue through December 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 December 31, 2020.



Memorandum

TO: Sarah Zarate,
Director of Office of Administration,
Policy, and Intergovernmental Relations

FROM: Dat Luu
Program Manager

SUBJECT: Approval of Retroactivity

DATE: October 4, 2021

Approved

Sarah Zarate
Sarah Zarate (10/12/2021)
Email: sarah.zarate@sanjoseca.gov

Date

SUBJECT: APPROVAL OF RETROACTIVITY IN THE AGREEMENT FOR LOAVES AND FISHES TO PROVIDE MEALS FOR LIMITED DURATION

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 Fifth Amendment for Loaves and Fishes.

Loaves and Fishes will provide meals and groceries to eligible residents in San José who are affected by COVID-19. This agreement has an initial term ending on September 30, 2021, this Fifth Amendment will extend the term through December 31, 2021.

The EOC, Food and Necessities Branch, understands that retroactive agreements are to be avoided. However, in this instance, the Food and Necessities Branch was awaiting final approval for quarter three budget, along with staffing changes, which lead to late submission of the necessary Notice. The Department requests an exception be made and the agreement detailed in this memorandum be allowed to proceed with retroactive clauses.

10/4/2021

Subject: Approval of Retroactivity

Page 2

/s/

DAT LUU

Program Manager

For questions please contact Fabiola Saucedo, Interim Analyst, at
fabiola.saucedo@sanjoseca.gov



Loaves and Fishes Fifth Amendment Retro Memo

| | |
|-----------------|--------------------------------------|
| Created: | 10/08/2021 |
| Status: | Signed |
| Transaction ID: | fb590d67-b817-4d46-adf0-6b931994fa30 |

"Loaves and Fishes Fifth Amendment Retro Memo" history

-  Jessica Lowry created the document.
10/09/2021 2:24:09 AM GMT - IP address 156.39.0.199:10400
-  Document was emailed to Sarah Zarate
10/09/2021 2:24:10 AM GMT
-  Sarah Zarate signed the document.
10/12/2021 4:55:44 PM GMT - IP address 156.39.0.199:10421
-  Document was successfully signed and filed
10/12/2021 4:55:45 PM GMT - IP address 156.39.0.199:10421






Loaves and Fishes Family Kitchen_5th Amend

Final Audit Report

2021-10-19

| | |
|-----------------|---|
| Created: | 2021-10-19 |
| By: | Esmeralda Ochoa (esmeralda.ochoa@sanjoseca.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAATqxVVhxCVVNS-mHjle4eP0KdTMm11wLK |

"Loaves and Fishes Family Kitchen_5th Amend" History

-  Document created by Esmeralda Ochoa (esmeralda.ochoa@sanjoseca.gov)
2021-10-19 - 5:05:36 PM GMT- IP address: 165.225.242.84
-  Document emailed to Arlene Silva (arlene.silva@sanjoseca.gov) for signature
2021-10-19 - 5:08:33 PM GMT
-  Email viewed by Arlene Silva (arlene.silva@sanjoseca.gov)
2021-10-19 - 5:29:49 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Arlene Silva (arlene.silva@sanjoseca.gov)
Signature Date: 2021-10-19 - 5:30:28 PM GMT - Time Source: server- IP address: 156.39.0.199
-  Agreement completed.
2021-10-19 - 5:30:28 PM GMT



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Fabiola Saucedo
 EMAIL: fabiola.saucedo@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: 10-18-2021

TOTAL PAGES: _____
 (INCLUDING THIS PAGE)

TO: GISELA B. BUSHEY
 EMAIL: gisela@loavesfishes.org
 PHONE: 408-205-3418

TO: _____
 EMAIL: _____
 PHONE: _____

I agree to use electronic signatures

I agree to use electronic signatures

BY: Gisela B. Bushey

BY: _____

| |
|---|
| DIRECTIONS: |
| REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE: <ol style="list-style-type: none"> 1. SIGN THE DOCUMENT IN BLUE INK 2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES 3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE IN COLOR 4. EMAIL THE ENTIRE DOCUMENT TO |

| |
|--|
| To Be Completed by City Staff: |
| ALTERNATIVE METHODS OF VERIFICATION: <ul style="list-style-type: none"> <input type="checkbox"/> USE OF A PASSWORD PROTECTED WEBSITE <input type="checkbox"/> CONFIRMED BY A KNOWN TELEPHONE NUMBER <input type="checkbox"/> PERSONALLY KNOWN TO CITY STAFF |

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: Other

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # OC-000140-005

Contractor: Loaves and Fishes Family Kitchen

Address: 1534 Berger Drive San Jose, CA 95112

Phone: _____

Email: gisela@loavesandfishes.org

Contract Description: GRANTEE will provide meals and groceries to eligible San Jose residents who are affected by COVID-19.

Term Start Date: 10/1/2021 Term End Date: 12/31/2021 Extension: Yes

Method of Procurement: N/A RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): 12/15/2020

Agenda Item No.: 3.9

Resolution No.: 79843

Ordinance No.: _____

Original Contract Amount: \$1,886,134

Amount of Increase/Decrease: \$628,645

Option #: ___ of ___ Option Amount: _____

NTE/Updated Contract Amount: \$2,514,779

Fund/Appropriation: American Rescue Plan Act Funding

Form 700 Required (Selection mandatory for processing): Select one Revenue Agreement: Select one

Tax Certificate No.: 1778877983


Expiration Date: Up for Renewal

Department: Multiple Depts (See Notes Below)

Department Contact: Fabiola Saucedo X34126
PRNScontracts@sanjoseca.gov

Customer (Finance Only): _____

Notes: EOC Food Distribution Contract
Retroactive

Department Director Signature:  On behalf of Jon Cicirelli 10/20/2021
Date

Office of the City Manager Signature: Jessica Lowry 10/21/21
Date