

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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FIRST AMENDMENT TO AGREEMENT NO. 35510

35510

THIS FIRST AMENDMENT TO AGREEMENT NO. 35510 is made and entered, in duplicate, as of August 23, 2021 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 21, 2019, by and between ST. MARY MEDICAL CENTER FOUNDATION, a California nonprofit corporation ("Consultant"), with a place of business at 1050 Linden Ave., Long Beach, CA 90813, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with promoting healthier living by reducing tobacco-related health disparities and achieve healthy equity among priority populations in relation to the Tobacco Education Program Subcontract: Priority Populations & Multi-Unit Housing; and

WHEREAS, City and Consultant (the "Parties") entered into Agreement No. 35510 (the "Agreement") whereby Consultant agreed to provide these services; and

WHEREAS, the Parties desire to update the scope of work and budget; NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein contained, the Parties agree as follows:

1. Exhibit "A" to Agreement 35510 is hereby amended and replaced with Exhibit "A-1".
2. Exhibit "B" to Agreement 35510 is hereby amended and replaced with Exhibit "B-1".
3. Except as expressly modified herein, all of the terms and conditions contained in Agreement No. 35510 are ratified and confirmed and shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

ST. MARY MEDICAL CENTER FOUNDATION, a California nonprofit corporation

9/05/, 2021

By Michael J. Neill
Name MICHAEL J. NEILL
Title PRESIDENT

9/9/21, 2021

By J. David Shlemmer
Name J. DAVID SHELMMER
Title TREASURER

"Consultant"

CITY OF LONG BEACH, a municipal corporation

September 10, 2021

By Linda F. Jabara
Name Linda F. Jabara
Title EXECUTIVE MANAGER

"City"

PURSUANT TO SECTION 301 OF THE CITY CHARTER

This First Amendment to Agreement No. 35510 is approved as to form on

September 9, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lana Beach, CA 90802-4664

Exhibit “A-1”

**St Mary's (Families in Good Health) Scope of Work
July 2021-December 2021**

Overview

The City of Long Beach, Department of Health & Human Services (DHHS) seeks to renew the local agency, St Mary's Medical Center, Families in Good Health (FIGH), to promote a healthier Long Beach by educating Long Beach residents about the health benefits associated with smoke-free multi-unit housing.

Background

The Long Beach Tobacco Education & Prevention Program (TEPP) aims to build a healthier community by reducing the use of tobacco and the exposure to secondhand smoke in the City of Long Beach. Using innovative community-focused health education and health promotion interventions the Tobacco Education & Prevention Program's goals for this project include community engagement in tobacco control activities.

Contractor Responsibilities:

This project shall work in collaboration with program staff to:

- a. Attend TEPP SOW Sub-Contractor training and implementation.
- b. Meet (via Zoom or Webex until further notice) with the Program Coordinator monthly to monitor progress.
- c. Attend required quarterly *Coalition for a Smoke Free Long Beach* meetings.
- d. Submit monthly Progress Reports and quarterly invoices on the 15th working day of each month.
- e. In addition, the successful agency must have the capacity to address all the services described in the Scope of Work (SOW) below along with other related activities:

Activity ID	SOW Deliverable Activities (if applicable)	Tracking Measure
1.a	Attend TEPP SOW Subcontractor training and implementation	TEPP records on file.
1.b	Participate in monthly meetings with TEPP staff to discuss SOW progress and challenges	TEPP records on file.
1.c	Submit monthly Progress Reports, on the 15 th working day of each month.	TEPP records on file.

1.d	Attend required quarterly Coalition for a Smoke Free Long Beach meetings.	TEPP records on file.
1.e	Submit invoices within 15 days after the end of each quarter.	Sub-Contractor Progress Report Form and documents.
2.a	Attend quarterly trainings regarding tobacco control issues	Training Agenda unless TEPP Hosted
2.b	Conduct 2-4, 60-90 minute trainings for approximately 5-10 community members, and collaborative partners to increase knowledge on SFMUH.	Training Agenda, Training Materials, Pre-Post Test
2.c	Collect a minimum of 600 petitions and to build a mailing list and demonstrate community support	Copy of signed petitions Log of Events Attended for Signature Gathering
2.d	Survey 50-100 tenants to collect data about attitudes, and perceptions regarding exposure to secondhand smoke in multi-unit housing settings	Survey Instrument
3.a	Recruit 5-7 participants and provide interpretation services for each of 4 focus groups on various topics	Focus Group Guide Recruitment Log

Contract Term

Contract year 2 will begin in August and end in December. All activities should be completed by November 15, 2021 and all progress reports should be completed and sent to TEPP by November 15, 2021.

1. This Addendum highlights the attached agreement.

2. Notwithstanding any terms in the contract to the contrary, the subcontractor, St Mary's Medical Center, agree as follows:

- a. All of the terms and conditions of the contract and addendum will be met within the allotted timeframe and all reports, invoices, and tracking measures will be submitted timely.

Name: _____

Signature: _____

Title: _____

Date: _____

Exhibit “B-1”

Personnel Expenses

				total	hours
Program Director	5%	\$2,958	\$56.88	52	
Program Manager	5%	\$1,697	\$32.64	52	
Project Coordinator (from Sept)	20%	\$3,600	\$25.00	144	
Youth Organizer	28%	\$5,145	\$17.68	291	
Community Health Worker	27%	\$5,154	\$18.54	278	
		\$18,554			
Benefits	32%	\$5,937			
Expenses		\$509			
		\$25,000			

4 hours per payperiod thru December

4 hours per payperiod thru December

16 hours per payperiod Sept - December

22 hours per payperiod thru Decmeber

21 hours per payperiod thru December