

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

1 FIRST AMENDMENT TO AGREEMENT NO. 35599

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3 THIS FIRST AMENDMENT TO AGREEMENT NO. 35599 is made and
4 entered, in duplicate, as of September 9, 2021 for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting on May
6 21, 2019, by and between ST. MARY MEDICAL FOUNDATION, a California nonprofit
7 corporation ("Contractor"), with a place of business at 1050 Linden Ave., Long Beach, Ca
8 90813, and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with tracking sexually transmitted diseases ("STD") cases and
11 serving as liaison between the hospital, CARE Clinic, and the City's department of Health
12 & Human Services to help ensure tracking information is correctly captured on forms; assist
13 with STD screenings, outreach, education and referrals, specifically for homeless clients
14 or those with unstable housing; and use technology and digital platforms to enhance
15 immediate access to partner notification and treatment ("Project"); and

16 WHEREAS, City and Contractor (the "Parties") entered into Agreement No.
17 35599 (the "Agreement") whereby Contractor agreed to provide these services; and

18 WHEREAS, the Parties desire to enter into a First Amendment to extend the
19 term for an additional one-year period and increase the annual contract amount to One
20 Hundred Eleven Thousand Thirty-Five Dollars (\$111,035); and

21 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
22 conditions herein contained, the Parties agree as follows:

23 1. Section 1.A of the Agreement is hereby amended to read as follows:

24 A. Contractor shall furnish specialized services more particularly
25 described in Exhibit "A", attached to this Agreement and incorporated by this
26 reference, in accordance with the standards of the profession, and City shall pay
27 for these services in the manner described below, not to exceed One Hundred
28

1 Eleven Thousand Thirty-Five Dollars (\$111,035) annually, at the rates or charges
2 shown in Exhibit "B-1".

3 2. Section 2 of the Agreement is hereby amended to read as follows:

4 "The term of this Agreement shall commence at midnight on July 1, 2020,
5 and shall terminate at 11:59 p.m. on June 30, 2022, unless sooner terminated as provided
6 in this Agreement, or unless the services or the Project is completed sooner. The City shall
7 have the option to extend the term for two (2) additional one-year periods, at the discretion
8 of the City Manager. This Agreement shall not be extended past May 21, 2024 without
9 authorization of the City Council."

10 3. Exhibit "B" is hereby amended and replaced with Exhibit "B-1",
11 attached hereto and incorporated herein.

12 4. Except as expressly modified herein, all of the terms and conditions
13 contained in Agreement No. 35599 are ratified and confirmed and shall remain in full force
14 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

9/22/2021, 2021

By Michael J. Neils
Name MICHAEL J. NEILS
Title PRESIDENT

_____, 2021

By _____
Name _____
Title _____

"Consultant"

CITY OF LONG BEACH, a municipal corporation

October 8, 2021

By Linda J. Jaheim
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This First Amendment to Agreement No. 35599 is approved as to form on

October 5, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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EXHIBIT “B-1”

**Exhibit B, Attachment I
Budget
Year 2
July 1, 2021 – June 30, 2022**

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months on Project</u>	<u>Budget</u>
Disease Investigation Intervention specialist (Kaylee Smil	\$4,514	100%	12	\$54,168
Program Manager	\$9,729	5%	12	\$5,837
Classification	\$0	0%	0	\$0
Total Personnel				\$60,005
Fringe Benefits @	32%			\$19,202
Total Personnel & Benefits				\$79,207

OPERATING EXPENSES

General Office Expense				\$318
1043 Elm Ave #300 Rent (\$2.63/sq. ft. x 125 sq. ft.x12months=\$3,939)plus common Area(5.00% FTEx\$2.63/sp ft. x 3972.00/sp x 12months=6,258);1045 Atlantic Ave #1016 Rent (\$2.14/sq. ft. x 6.25 sq. ft.x12months=\$161)plus common Area(.26% FTEx\$2.14/sp ft. x 1,363.00/sp x 12months=\$92)				\$10,450
Telephone expense				\$2,398
Duplication/Printing (educational materials)				\$180
Total Operating Expenses				\$13,346

MAJOR EQUIPMENT (If >\$50K, please itemize) **\$0**

TRAVEL (meetings, site visits) **\$500**

SUBCONTRACTORS

Name of subcontractor or service to be performed				\$0
Total Subcontractors				\$0

OTHER COSTS

Targeted STI/HIV Prevention Messaging Digital (native display and social media)				\$5,000
Phreesia Health Campaign Digital Platform				\$3,600
Computer (laptop, docking station, monitors)				\$1,461
Total other costs				\$10,061

INDIRECT COSTS (XX% OF PERSONNEL AND BENEFITS) 10.00% **\$7,921**

BUDGET GRAND TOTAL **\$111,035**