

FIRST AMENDMENT TO SUBCONTRACT NO. 33132

33132

THIS FIRST AMENDMENT TO SUBCONTRACT NO. 33132 is made and entered, in duplicate, as of December 5, 2013 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on January 17, 2012, by and between LONG BEACH UNIFIED SCHOOL DISTRICT, a California nonprofit corporation, with offices located at Nutrition Services Branch, 3333 Airport Way, Long Beach, California 90806 (hereafter "Subcontractor"), and the CITY OF LONG BEACH, a California municipal corporation (hereafter "Contractor" or "City").

WHEREAS, Contractor has entered into a Letter of Agreement for the HEAL Zone Initiative: Coalition for a Healthy North Beach (hereafter "Prime Contract") with the California Community Foundation (hereafter "Foundation") and Kaiser Foundation Hospitals (hereafter "KFH")(collectively as the "Grantor"); and

WHEREAS, in order to fulfill its obligations to Grantor under the Prime Contract, Contractor desires to engage Subcontractor to provide for community-specific strategies in an effort to create a healthy North Long Beach; and

WHEREAS, the parties entered into Subcontract No. 33132 whereby Subcontractor agreed to perform such work; and

WHEREAS, the parties desire to extend the contract term by an additional one-year period and increase the contract sum by \$12,000 for such extended period for a total not-to-exceed amount of \$17,000;

NOW, THEREFORE, in consideration of the terms and conditions contained in the Subcontract and this Amendment, the parties agree as follows:

1. Section 3 of Subcontract No. 33132 is amended to read as follows:

"3. TERM OF SUBCONTRACT. The term of this Subcontract shall commence on October 1, 2012 and shall expire on September 30, 2014, unless terminate earlier pursuant to any of the conditions for termination in the Prime Contract."

2. Section 4.1 of Subcontract No. 33132 is amended to read as follows:

1 "4.1 Contractor shall compensate Subcontractor a total maximum contact
2 sum not to exceed Seventeen Thousand Dollars (\$17,000) for the term of this
3 Subcontract to provide the services designate in Section 2.0 of this Subcontract."

4 3. The Scope of Work in Exhibit "B" to the Agreement is hereby
5 amended to include additional services for the extended period from October 1, 2013
6 through September 30, 2014 as more particularly described in Exhibit "B-1", attached
7 hereto and incorporated by this reference.

8 4. Except as expressly amended in this First Amendment, all terms and
9 conditions in Subcontract No. 33132 are ratified and confirmed and shall remain in full
10 force and effect.

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1 IN WITNESS WHEREOF, the parties have executed this Amendment with
2 all formalities required by law as of the date first written above.

3 LONG BEACH UNIFIED SCHOOL
4 DISTRICT, a California nonprofit
5 corporation

6 By Barack L. Bartlett
7 Name _____
8 Title _____

9 By Barrick L. Bartlett
10 Name Purchasing & Contracts Director
11 Title _____

12 "Subcontractor"

13 CITY OF LONG BEACH, a municipal
14 corporation

15 By SMJ Assistant City Manager
16 City Manager

17 "City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

18 This First Amendment to Subcontract No. 33132 is approved as to form on

19 3/28, 2013.⁴

20 CHARLES PARKIN, City Attorney

21 By La La
22 Deputy
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EXHIBIT “B-1”

City of Long Beach
Department of Health and Human Services
Kaiser Permanente North Long Beach Healthy Eating Active Living (HEAL Zone) Initiative

SUBCONTRACTOR SCOPE OF WORK

October 1, 2013-September 30, 2014

Subcontractor Agency:

Long Beach Unified School District
Nutrition Services Branch (NSB)
3333 Airport Way
Long Beach, CA 90806

Subcontractor Objectives:

1. Provide additional varieties of fresh fruits and vegetables that go beyond the current USDA requirements at HEAL Zone schools.
2. Train cafeteria staff from HEAL Zone Schools to better promote and market fresh fruit and vegetable offerings.
3. Work with Coalition for a Healthy North Long Beach partners and students at the HEAL Zone schools to identify and taste new fruit and vegetable offerings as part of the school meals program (at least one tasting at King, Grant, Hamilton, and Jordan).
4. Continue the removal of flavored milk and provide evaluation results of milk consumption at HEAL Zone schools.
5. Attend and engage in Coalition for a Healthy North Long Beach meetings and events as an active member.
6. Submit invoices and reports quarterly by the 10th of January, April, July and October 2014.

Budget:

LBUSD is allocated \$12,000 for this grant period. Funds will pay for NSB staff to increase the varieties of fresh fruit and vegetable menu offerings at HEAL Zone school sites and the supporting activities.

ITEM	BUDGET
<i>Personnel Costs</i>	
0.06FTE NSB Assistant Director	\$2,937
40 hours Management Staff	\$1,814
90 hours Site Cafeteria Supervisors	\$2,337
Total Personnel	\$7,088
<i>Operating Costs</i>	
Program Materials	\$4,000
Printing	\$50
Travel/Mileage	\$100
Equipment	\$200
Other- Food and Supplies	\$200
Total Operating	\$4,550
Indirect Cost (3.02% of expenses)	\$362
Total =	\$12,000