

1 FIRST AMENDMENT TO SUBCONTRACT NO. 32996

2 **32996**

3 THIS FIRST AMENDMENT TO SUBCONTRACT NO. 32996 is made and  
4 entered, in duplicate, as of February 10, 2014 for reference purposes only, pursuant to a  
5 minute order adopted by the City Council of the City of Long Beach at its meeting held on  
6 January 17, 2012, by and between LONG BEACH COMMUNITY ACTION  
7 PARTNERSHIP, a California nonprofit corporation, with offices located at 3012 Long  
8 Beach Blvd., Long Beach, California 90807 (hereafter "Subcontractor"), and the CITY OF  
9 LONG BEACH, a California municipal corporation (hereafter "Contractor" or "City").

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

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

17 WHEREAS, the parties entered into Subcontract No. 32996 whereby  
18 Subcontractor agreed to perform such work; and

19 WHEREAS, the parties desire to extend the term by an additional one-year  
20 period and increase the contract sum by \$37,500 for such extended period for a total not-  
21 to-exceed amount of \$65,000;

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

24 1. Section 3 of Subcontract No. 32996 is amended to read as follows:

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

28 2. Section 4.1 of Subcontract No. 32996 is amended to read as follows:

1 "4.1 Contractor shall compensate Subcontractor a total maximum  
2 contract sum not to exceed Sixty-Five Thousand Dollars (\$65,000) for the term of this  
3 Subcontract to provide the services designated in Section 2.0 of this Subcontract."

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

8 4. Except as expressly amended in this First Amendment, all terms and  
9 conditions in Subcontract No. 32996 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 COMMUNITY ACTION  
4 PARTNERSHIP, a California nonprofit  
5 corporation

6 March 24,, 2014

7 By [Signature]  
8 Name MARISA SCHMIDT  
9 Title Interim, Executive Director

10 4/17/14, 2014

11 By [Signature]  
12 Name Tanet McCarthy  
13 Title Board Chair

14 "Organization"

15 CITY OF LONG BEACH, a municipal  
16 corporation

17 5-9, 2014

18 By [Signature]  
19 City Manager

20 "City"

21 This First Amendment to Subcontract No. 32996 is approved as to form on

22 4/29, 2014.

23 CHARLES PARKIN, City Attorney

24 By [Signature]  
25 Deputy

# 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 Community Action Partnership (LBCAP)  
3012 Long Beach Blvd.  
Long Beach, CA 90807

**Section 1.0 Subcontractor Objectives:**

1. Provide affordable and local produce at a minimum of 2 neighborhood sites via a mobile produce stand.
2. Provide nutrition education to community members at the mobile produce stand.
3. Create community awareness of the mobile produce stand and the importance of consuming fresh fruits and vegetables.
4. Develop a HEAL Zone Resident Leadership Training that consists of a series of 4 workshops.
5. Conduct the developed HEAL Zone Resident Leadership Training with a minimum of 20 participants. Conduct 2-3 follow-up meetings/events with Resident Leadership Training participants.
6. Attend and engage in Coalition for a Healthy North Long Beach meetings and events as an active member.
7. Submit invoices and reports quarterly by the 10<sup>th</sup> of January, April, July, and October 2014.

**Section 2.0 Budget:**

Funding will pay for a 10% FTE Program Director to provide oversight of the Leadership Training, and 35% FTE LAMP Coordinator to develop, plan, and implement the Leadership Training. Funding will also pay for a 30% FTE Program Manager to manage the produce stand. Funding for operating costs will pay for materials, supplies, and incentives for training participants, and will cover half the cost for translation services. DHHS HEAL Zone Initiative will fund one half of the translation services cost.

<b>Item</b>	<b>Budget</b>
<i>Personnel Costs</i>	
10% Program Director	\$7,500
30% Program Manager	\$13,500
35% LAMP Coordinator	\$10,050
<i>Operating Costs</i>	
Supplies	\$1,300
Mileage	\$100
Printing	\$100
Office Expense	\$100
Translation Services	\$100
Incentives	\$1,000
<i>Indirect Costs</i>	\$3,750
<b>Total =</b>	<b>37,500</b>