



SECOND AMENDMENT TO SUBCONTRACT NO. 33132

33132

THIS SECOND AMENDMENT TO SUBCONTRACT NO. 33132 is made and entered, in duplicate, as of September 10, 2014 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 \$8,000 for such extended period for a total not-to-exceed amount of \$25,000;

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, 2015, unless terminated earlier pursuant to any of the conditions for termination in the Prime Contract."

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

2 "4.1 Contractor shall compensate Subcontractor a total maximum contact
3 sum not to exceed Twenty-Five Thousand Dollars (\$25,000) for the term of this
4 Subcontract to provide the services designate in Section 2.0 of this Subcontract."

5 3. The Scope of Work in Exhibit "B" to the Agreement is hereby
6 amended to include additional services for the extended period from October 1, 2014
7 through September 30, 2015 as more particularly described in Exhibit "B-2", attached
8 hereto and incorporated by this reference.

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

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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

LONG BEACH UNIFIED SCHOOL
DISTRICT, a California nonprofit
corporation

By Barrick L. Bartlett
Name Barrick L. Bartlett
Title Purchasing & Contracts Director

By _____
Name _____
Title _____

"Subcontractor"

CITY OF LONG BEACH, a municipal
corporation

By T.R. B. M.
City Manager
Assistant City Manager

"City"

This Second Amendment to Subcontract No. 33132 is approved as to form
on 12/19, 2014

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT “B-2”

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, 2014-September 30, 2015

Subcontractor Agency:

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

Subcontractor Objectives:

1. Work with Kaiser Permanente's technical assistance agency to identify behavioral economics strategies at HEAL Zone Schools (King, Grant, Hamilton and Jordan).
2. Implement sustainable behavioral economics strategies at HEAL Zone School cafeterias and train cafeteria staff on changes.
3. Continue the implementation of the additional varieties of fresh fruits and vegetables that go beyond the current USDA requirements in HEAL School Schools. Work with HEAL School students as needed to identify additional varieties.
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 monthly reports on the 4th Monday of every month. Submit invoices quarterly by the 10th of January, April, July and October 2015.

Budget:

The budget includes 10 hours of the Nutrition Services Branch (NSB) Director, 25 hours of the Management Staff, and 15 hours each of Site Café Supervisors. The cost of each budgeted personnel are for the time spent on the project to help meet the objectives. Program materials/supplies are budgeted for the necessary purchases to meet the objectives and includes office supplies, printing materials, program materials, etc. Mileage and other cost are budget as necessary cost in meeting the objectives. Indirect cost is including at 4.42% of personnel expenses.

ITEM	BUDGET
<i>Personnel Costs</i>	
NSB Director (10 hours)	\$683
Management Staff (25 hours)	\$1431
Site Café Supervisors (15 hours each)	\$2458
Total Personnel	\$4572
<i>Operating Costs</i>	
Program Materials/Supplies	\$3026
Travel/Mileage	\$100
Other- Food and Supplies	\$100
Total Operating	\$3226
Indirect Cost (4.42% of personnel expenses)	\$202
Total =	\$8,000