

SUBCONTRACT

**34404**

This SUBCONTRACT is made and entered, in duplicate, as of May 26, 2016 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 May 3, 2016, by and between FLEET STREET, INC., a California nonprofit corporation, with offices located at PO Box 33094, Granada Hills, California 91394 (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 North Long Beach HEAL Zone Phase 2 (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, Subcontractor desires to perform such work in accordance with the terms and conditions of this Subcontract;

NOW, THEREFORE, Contractor and Subcontractor agree as follows:

1. PRIME CONTRACT. Notwithstanding any other provision of this Subcontract, this contract is a Subcontract under the terms of the Prime Contract with Grantor and each and all of the provisions of the Prime Contract and any amendments thereto shall extend to and be binding upon the parties to this Subcontract. All representations and warranties contained in this Subcontract shall inure to the benefit of the Grantor.

1.1 The Contractor shall attach a copy of the Prime Contract as Exhibit "A" to this Subcontract.

2. SERVICES. The Subcontractor shall provide services in accordance with the Prime Contract and Exhibit "B" identifying the services and rates of Subcontractor.

1 Exhibit "B" is attached to this Subcontract and incorporated by reference. Subcontractor  
2 shall comply with the Prime Contract in performing its obligations under this Subcontract  
3 unless the context clearly indicates otherwise. Subcontractor shall request clarification  
4 from Contractor regarding whether or not specific portions of the Prime Contract apply. A  
5 breach of the Prime Contract shall be a breach of this Subcontract.

6 3. TERM OF SUBCONTRACT. The term of this Subcontract shall  
7 commence on April 1, 2016 and shall expire on August 14, 2016, unless terminated earlier  
8 pursuant to any of the conditions for termination in the Prime Contract.

9 4. PAYMENT.

10 4.1 Contractor shall compensate Subcontractor a total maximum  
11 contract sum not to exceed Twenty-Two Thousand Five Hundred Dollars (\$22,500)  
12 for the term of this Subcontract to provide the services designated in Section 2.0 of  
13 this Subcontract.

14 4.2 Contractor shall have no obligation to pay for any work  
15 performed by Subcontractor except for those services which are expressly  
16 authorized pursuant to this Subcontract and which are provided during the term of  
17 this Subcontract.

18 4.3 Contractor shall disburse the funds payable hereunder in due  
19 course of payments following receipt from Subcontractor of quarterly billing  
20 statements in a form approved by Contractor for the preceding quarter, and  
21 conditioned on the Contractor's receipt of the quarterly progress report from  
22 Subcontractor.

23 4.4 Contractor shall have no obligation to pay Subcontractor until  
24 and unless Contractor receives quarterly progress reports that summarizes  
25 Subcontractor's performance under this Subcontract during the immediately  
26 preceding quarter, and that describes Subcontractor's progress in providing the  
27 services stated in Exhibit "B".

28 4.5 Contractor's obligation to pay Subcontractor arises only after

1 receipt of funds from the Grantor under the Prime Contract.

2 4.6 Subcontractor shall submit invoices and progress reports on a  
3 quarterly basis. Subcontractor shall prepare and submit quarterly invoices within  
4 fifteen (15) calendar days after the end of each quarter in which services were  
5 provided. Attached to each invoice shall be documentation to support the invoiced  
6 amounts. Failure to submit a completed invoice with proper back-up documentation  
7 may result in late payment of the invoice. Contractor reserves the right to refuse  
8 payment of invoices received sixty (60) days after the services were provided.

9 4.7 Subcontractor shall maintain all records relating to the  
10 performance of this Subcontract in accordance with generally accepted accounting  
11 principles and in the manner prescribed by Contractor. Subcontractor's records  
12 shall be current, complete and available for inspection and audit during its normal  
13 business hours, during the term of this Subcontract and for a period of three (3)  
14 years after termination as deemed necessary by the City Auditor, any other  
15 representative of the City, and the Grantor or any duly authorized representative of  
16 the Grantor. Subcontractor shall provide access to all documents and materials  
17 relating to Contractor and to Subcontractor's operations, and Subcontractor shall  
18 provide any information that the City Auditor, other City representatives, the Grantor,  
19 and the Grantor's representatives require in order to monitor and evaluation  
20 Subcontractor's performance. Subcontractor shall provide all reports, documents  
21 or information requested by City or the Grantor within three (3) days after a written  
22 or oral request from a City or Grantor representative, unless a longer period of time  
23 is otherwise expressly stated by said representative. Each quarter Subcontractor  
24 shall submit performance reports certified by one of Subcontractor's officers or its  
25 Executive Director identifying the services performed.

26 5. ANTI-DISCRIMINATION. In the performance of this Subcontract,  
27 Subcontractor shall not discriminate against any employee, applicant for employment or  
28 service, or subcontractor because of race, color, religion, national origin, sex, sexual

1 orientation, AIDS, HIV status, age, disability or handicap. Subcontractor shall take  
2 affirmative action to assure that applicants are employed or served, and that employees  
3 and applicants are treated during employment or services without regard to these  
4 categories. Such action shall include but not be limited to the following: employment,  
5 upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or  
6 termination; rates of pay or other forms of compensation; and selection for training,  
7 including apprenticeship.

8 Subcontractor shall permit access by City or any other agency of the Grantor,  
9 state or federal governments to Subcontractor's records of employment, employment  
10 advertisements, application forms and other pertinent data and records for the purpose of  
11 investigation to ascertain compliance with the fair employment practices provisions of this  
12 Subcontract.

13 6. INDEPENDENT SUBCONTRACTOR.

14 6.1 In performing services hereunder, Subcontractor is and shall  
15 act as an independent subcontractor and not as an employee, representative, or  
16 agent of City. Subcontractor's obligations to and authority from the City are solely  
17 as prescribed herein. Subcontractor expressly warrants that it will not, at any time,  
18 hold itself out or represent that Subcontractor or any of its agents, volunteers,  
19 subscribers, members, officers or employees are in any manner officials, employees  
20 or agents of City. Subcontractor shall not have any authority to bind City for any  
21 purpose.

22 6.2 Subcontractor acknowledges and agrees that a) City will not  
23 withhold taxes of any kind from Subcontractor's compensation, b) City will not  
24 secure workers' compensation or pay unemployment insurance to, for or on  
25 Subcontractor's behalf, and c) City will not provide and Subcontractor and  
26 Subcontractor's employees are not entitled to any of the usual and customary rights,  
27 benefits or privileges of City employees.

28 7. NON-ASSIGNMENT. This Subcontract contemplates the personal

1 services of Subcontractor and Subcontractor's employees. Subcontractor shall not  
2 delegate its duties or assign its rights hereunder, or any interest herein or any portion  
3 hereof, without the prior written consent of Contractor which the Contractor may withhold  
4 in its discretion. Any attempted assignment or delegation shall be void, and any assignee  
5 or delegate shall acquire no right or interest by reason of such attempted assignment or  
6 delegation.

7 8. THIRD PARTY BENEFICIARY.

8 8.1 Contractor and Subcontractor understand and agree that this  
9 Subcontract is entered into for the benefit of Grantor, and that Grantor is hereby  
10 expressly made a third party beneficiary of this Subcontract.

11 8.2 Notwithstanding any other provision of this Subcontract,  
12 Grantor does not intend for Subcontractor to acquire any rights as a third party  
13 beneficiary of Prime Contract.

14 9. INDEMNIFICATION. Subcontractor shall defend, protect, indemnify

15 and hold City, its officials, employees and agents harmless from and against any and all  
16 claims, demands, causes of action, costs or expense, damage, loss, or liability of any kind  
17 or nature arising from the alleged negligent acts, omissions or misrepresentations of  
18 Subcontractor, its officers, agents or employees in the performance of this Subcontract or  
19 from any payment that City must make to the Grantor under the Prime Contract.  
20 Subcontractor shall pay any settlement or satisfy any judgment rendered against either  
21 Subcontractor or City as a result of said negligent acts, omissions or misrepresentations of  
22 Subcontractor, its officers, agents or employees in the performance of this Subcontract, or  
23 as a result of any payment that City must make to the Grantor under the Prime Contract.

24 10. INSURANCE.

25 10.1 As a condition precedent to the effectiveness of this  
26 Agreement, Subcontractor shall procure and maintain, at Subcontractor's expense  
27 for the duration of this Agreement, from insurance companies that are admitted to  
28 write insurance in California and have ratings of or equivalent to A:V by A.M. Best

1 Company or from authorized non-admitted insurance companies subject to Section  
2 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
3 by A.M. Best Company, the following insurance:

4 10.1.1 Commercial general liability insurance (equivalent in  
5 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less  
6 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.  
7 This coverage shall include but not be limited to broad form contractual  
8 liability, cross liability, independent contractors liability, and products and  
9 completed operations liability. City, its boards and commissions, and their  
10 officials, employees and agents shall be named as additional insureds by  
11 endorsement (on City's endorsement form or on an endorsement equivalent  
12 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10  
13 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),  
14 and this insurance shall contain no special limitations on the scope of  
15 protection given to City, its boards and commissions, and their officials,  
16 employees and agents. This policy shall be endorsed to state that the insurer  
17 waives its right of subrogation against City, its boards and commissions, and  
18 their officials, employees and agents.

19 10.1.2 Workers' Compensation insurance as required by the  
20 California Labor Code and employer's liability insurance in an amount not  
21 less than \$1,000,000. This policy shall be endorsed to state that the insurer  
22 waives its right of subrogation against City, its boards and commissions, and  
23 their officials, employees and agents.

24 10.1.3 Professional liability or errors and omissions insurance  
25 in an amount not less than \$1,000,000 per claim.

26 10.1.4 Commercial automobile liability insurance (equivalent in  
27 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in  
28 an amount not less than \$500,000 combined single limit per accident.

1                   10.2 Any self-insurance program, self-insured retention, or  
2 deductible must be separately approved in writing by City's Risk Manager or  
3 designee and shall protect City, its officials, employees and agents in the same  
4 manner and to the same extent as they would have been protected had the policy  
5 or policies not contained retention or deductible provisions.

6                   10.3 Each insurance policy shall be endorsed to state that coverage  
7 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
8 written notice to City, shall be primary and not contributing to any other insurance  
9 or self-insurance maintained by City, and shall be endorsed to state that coverage  
10 maintained by City shall be excess to and shall not contribute to insurance or self-  
11 insurance maintained by Subcontractor. Subcontractor shall notify City in writing  
12 within five (5) days after any insurance has been voided by the insurer or cancelled  
13 by the insured.

14                   10.4 If this coverage is written on a "claims made" basis, it must  
15 provide for an extended reporting period of not less than one hundred eighty (180)  
16 days, commencing on the date this Agreement expires or is terminated, unless  
17 Subcontractor guarantees that Subcontractor will provide to City evidence of  
18 uninterrupted, continuing coverage for a period of not less than three (3) years,  
19 commencing on the date this Agreement expires or is terminated.

20                   10.5 Subcontractor shall require that all subconsultants or  
21 contractors that Subcontractor uses in the performance of these services maintain  
22 insurance in compliance with this Section unless otherwise agreed in writing by  
23 City's Risk Manager or designee.

24                   10.6 Prior to the start of performance, Subcontractor shall deliver to  
25 City certificates of insurance and the endorsements for approval as to sufficiency  
26 and form. In addition, Subcontractor shall, within thirty (30) days prior to expiration  
27 of the insurance, furnish to City certificates of insurance and endorsements  
28 evidencing renewal of the insurance. City reserves the right to require complete

1 certified copies of all policies of Subcontractor and Subcontractor's subconsultants  
2 and contractors, at any time. Subcontractor shall make available to City's Risk  
3 Manager or designee all books, records and other information relating to this  
4 insurance, during normal business hours.

5 10.7 Any modification or waiver of these insurance requirements  
6 shall only be made with the approval of City's Risk Manager or designee. Not more  
7 frequently than once a year, City's Risk Manager or designee may require that  
8 Subcontractor, Subcontractor's subconsultants and contractors change the amount,  
9 scope or types of coverages required in this Section if, in his or her sole opinion, the  
10 amount, scope or types of coverages are not adequate.

11 10.8 The procuring or existence of insurance shall not be construed  
12 or deemed as a limitation on liability relating to Subcontractor's performance or as  
13 full performance of or compliance with the indemnification provisions of this  
14 Agreement.

15 11. MISCELLANEOUS.

16 11.1 The City Manager or designee is authorized to administer this  
17 Subcontract and all related matters, and any decision of the City Manager or  
18 designee in connection herewith shall be final.

19 11.2 Subcontractor shall have the right to terminate this Subcontract  
20 at any time for any reason by giving thirty (30) days' prior notice of termination to  
21 Contractor, and Contractor shall have the right to terminate all or any part of this  
22 Subcontract at any time for any reason or no reason by giving five (5) days' prior  
23 notice to Subcontractor. If either party terminates this Subcontract, all funds held  
24 by Subcontractor under this Subcontract which have not been spent on the date of  
25 termination shall be returned to Contractor.

26 11.3 This document constitutes the entire understanding of the  
27 parties and supersedes all other agreements, oral or written, with respect to the  
28 subject matter herein. This Subcontract shall not be amended, nor any provision or



1 breach hereof waived, except in writing by the parties which expressly refers to this  
2 Subcontract.

3 11.4 This Subcontract shall be governed by and construed pursuant  
4 to the laws of the State of California.

5 11.5 This Subcontract including all exhibits shall not be amended,  
6 nor any provision or breach hereof waived, unless in writing signed by the parties  
7 which expressly refers to this Subcontract.

8 11.6 In the event of any conflict or ambiguity between this  
9 Subcontract and an exhibit, the provisions of this Subcontract shall govern.

10 11.7 The acceptance of any service or payment of any money by  
11 Contractor shall not operate as a waiver of any provision of this Subcontract, or of  
12 any right to damages or indemnity stated herein. The waiver of any breach of this  
13 Subcontract shall not constitute a waiver of any other or subsequent breach of this  
14 Subcontract.

15 ///  
16 ///  
17 ///  
18 ///  
19 ///  
20 ///  
21 ///  
22 ///  
23 ///  
24 ///  
25 ///  
26 ///  
27 ///  
28 ///

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

Sept 8, 2016  
AS OF APRIL, 2016

SEP 8, 2016  
AS OF APRIL, 2016

Sept. 20, 2016

FLEET STREET, INC., a California nonprofit corporation  
By [Signature]  
Name STEVEN J. MUSNICKY  
Title [Signature]

By [Signature]  
Name DANA SHERMAN  
Title CHAIRMAN OF THE BOARD AND SECRETARY

"Subcontractor"

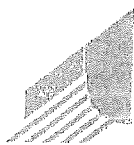
CITY OF LONG BEACH, a municipal corporation  
By [Signature] EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.  
City Manager ASSISTANT CITY MANAGER

"Contractor"

This Subcontract is approved as to form on 9/15, 2016.

CHARLES PARKIN, City Attorney  
By [Signature]  
Deputy

# EXHIBIT “A”



California  
**COMMUNITY**  
Foundation

June 22, 2016

**BOARD OF DIRECTORS**

**CHAIR**

Tom Unterman

**CHAIR EMERITUS**

Cynthia Ann Telles, Ph. D.

Gwen Baba

James E. Berliner

Louise Henry Bryson

Dr. Patrick Dowling

Meloni M. Hallack

Preston L.C. Johnson

Melvin D. Lindsey

Robert W. Lovelace

Thomas Saerz

Jean Bixby Smith

Melanie Sloggs

Robert Sun

Peter Taylor

Therese Tucker

Catherine L. Unger

Fidel Vargas

Sonia María De León de Vega

Ronald T. Vera

**PRESIDENT AND CEO**

Antonia Hernández

**GENERAL COUNSEL**

William C. Choi

Ms. Susan Price  
Bureau Manager  
City of Long Beach  
Department of Health and Human Services  
2525 Grand Avenue  
Long Beach, CA 90815

Dear Ms. Price:

At the recommendation of the Kaiser Permanente Southern California Fund for Charitable Contributions, a donor advised fund at the California Community Foundation ("Foundation"), we are pleased to award City of Long Beach this check in the amount of \$333,333.33. This grant is designated for the following purpose:

- Over a three year funding period beginning April 1, 2016 through April 1, 2019 for North Long Beach HEAL Zone Phase 2.

This grant is installment # 1 of a 3-payment grant from the Foundation to the Grantee, in the total amount of \$1,000,000.00. This grant will only be satisfied if there are sufficient assets in the fund. The next installment will be a grant in the amount of \$333,333.33 to be paid in May 2017.

By endorsing, depositing or cashing this check you certify that the grant will:

- Be used to fulfill a charitable purpose.
- Not fulfill a legally binding pledge or financial obligation of the donor advisor/s.
- Not provide any material benefit or privilege to the donor advisor/s or any individual related to the donor advisor/s (e.g., membership benefits, event tickets, goods bought at auction, religious benefit, etc.).

Please note that because this grant was made from a component fund held at the California Community Foundation, a 501(c)(3) public charity, neither the donor nor the foundation require a receipt for tax purposes. In addition, we ask that you kindly not send any general mailings to the Foundation unless otherwise requested.

If you have any questions, please contact a member of the Grants Management Team at (213) 239-2330. On behalf of the donor and California Community Foundation, we wish you much continued success.

Sincerely,

Uyen Nune  
Grants and Fund Operations Specialist

Enclosure: Check#69593

CC: Donor



**LETTER OF AGREEMENT**  
**CALIFORNIA COMMUNITY FOUNDATION**  
**OBO KAISER FOUNDATION HOSPITALS, SOUTHERN CALIFORNIA REGION**  
**COMMUNITY BENEFIT CHARITABLE CONTRIBUTIONS PROGRAM**

This Letter of Agreement (hereinafter "Agreement") is entered into by and between the California Community Foundation, (the "Foundation"), a California nonprofit public benefit corporation, Kaiser Foundation Hospitals, a California nonprofit, public benefit corporation (hereinafter "KFH") and **City of Long Beach Department of Health and Human Services**, Tax ID [REDACTED], a charter city organized in the State of California and not subject to federal or state income tax.

This Agreement sets forth the understanding of the parties hereto as to the terms and conditions under which the Foundation at the recommendation of KFH shall donate funds in the amount of **\$1,000,000.00 payable over a three year funding period beginning April 1, 2016 through April 1, 2019 for North Long Beach HEAL Zone Phase 2. Second and third year funding is contingent upon meeting the terms and conditions of the grant.** Such terms and conditions are as follows:

1. **Tax Exemption Status.** Grantee represents that at all times relevant herein, it is a charter city organized in the State of California and not subject to federal or state income tax.
2. **Purpose of Grant.** Grantee shall use entire Grant to support the specific goals, objectives, activities, and outcomes as stated in the Grantee's funding application and, for Grants greater than \$25,000, as submitted in the Work Plan.
3. **Expenditure of Funds.** This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grantee's Work Plan and may not be expended for any other purpose without KFH's prior written approval.
4. **Prohibited Uses.** In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.
5. **Return of Funds.** The Foundation reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions:
  - (a) If KFH, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement.
  - (b) If Grantee loses its status as an eligible Grantee under Paragraph 1 above.
  - (c) Any portion of the funds is not used for the approved purpose
  - (d) Such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to KFH or to this Grant.

6. Records, Audits and Site Visits. KFHH is authorized to conduct audits, including on-site audits, at any time during the term of this Grant and within four years after completion of the Grant. Grantee shall allow KFHH and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as KFHH deems necessary or appropriate concerning this Grant. Grantee shall maintain accounting records sufficient to identify the Grant and to whom and for what purpose such funds are expended for at least four (4) years after the Grant has been expended.

7. No Assignment or Delegation. Grantee may not assign, or otherwise transfer, any rights or delegates any of Grantee's obligations under this Agreement without prior written approval from KFHH.

8. Records and Reports. Grantee shall submit written progress report(s) to KFHH in accordance with the due dates stated on the Grant Summary (Attachment).

Grantee shall be primarily responsible for the content of the evaluation report. If KFHH determines IRB approval is necessary, as part of the evaluation process, Grantee shall follow KFHH IRB approval processes and procedures.

9. Required Notification. Grantee is required to provide KFHH with immediate written notification of any change in Grantee's tax exempt status or when Grantee is unable to expend the grant funds for the approved purposes described in the Work Plan.

10. Identification of KFHH. Grantee shall identify KFHH as a supporting organization in all published material relating to the subject matter of this Grant. Whenever possible and appropriate, Grantee shall publicly acknowledge KFHH for this Grant.

11. Equal Employment Opportunity. Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

12. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Work Plan.

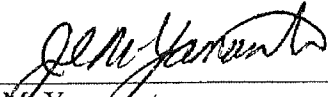
13. Licensing and Credentials. Grantee agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and for its employees and all other persons engaged in work in conjunction with this Grant.

14. Payment of Grant. Payment may be made from the Kaiser Permanente Southern California Fund for Charitable Contributions, a component fund of the Foundation.

- (a) First payment by the Foundation will be contingent upon a signed Agreement between the Foundation, KFH and Grantee.
- (b) Subsequent payments (if any) are contingent upon compliance with this Agreement, including timely receipt of reports as outlined in Paragraph 8 above.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**Kaiser Foundation Hospitals**

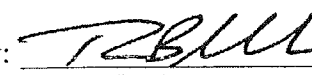
By:   
John M. Yamamoto  
Vice President, SCAL Regional Counsel, Legal,  
Government & Community Relations and  
Community Benefit

Date: 4/15/16

**California Community Foundation**

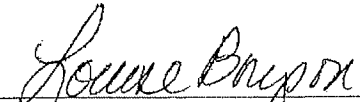
By:   
Print: Steven J. Cobb  
Title: VP. + C.F.O.  
Date: 6/14/2016

**Grantee**

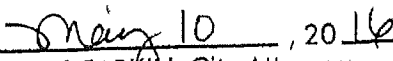
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.  
By:   
Patrick H. West  
Assistant City Manager  
City of Long Beach Department of Health and  
Human Services

Date: 5/23/16

**California Community Foundation**

By:   
Print: Louise Bryson  
Title: Trustee  
Date: 6/20/2016

APPROVED AS TO FORM

, 2016  
CHARLES BARKIN, City Attorney

By:   
DEPUTY CITY ATTORNEY

LETTER OF AGREEMENT  
Attachment

**GRANT SUMMARY**

<b>GRANT NUMBER:</b> 20647926	<b>DATE AUTHORIZED:</b>
<b>GRANTEE NAME:</b> City of Long Beach Department of Health and Human Services <b>Grantee Address:</b> 2525 Grand Avenue Long Beach, CA 90815	<b>AMOUNT:</b> \$1,000,000.00 over 36 months
<b>CONTACT, TITLE:</b> Ms. Susan Price, Community Health Bureau Manager	
<b>TELEPHONE:</b> (562) 570-4003	<b>FAX:</b> 562-570-4066
<b>CB PROJECT MANAGER:</b> Clara Steimberg, Project Manager, Community Benefit <b>Phone:</b> (626) 405-5999 <b>Email:</b> so.cal.grants@kp.org	
<b>GRANT PURPOSE:</b> North Long Beach HEAL Zone Phase 2	
<b>GRANT OBJECTIVES:</b>	
<ul style="list-style-type: none"> <li>• Implementing a city policy to incentivize the use of private land for urban agriculture</li> <li>• Working with urban farmers and community members to sell or exchange their locally grown fruits and vegetables</li> <li>• Activating a bike hub in Houghton Park to facilitate bike workshops, bike rides, mentor youth as community leaders, and assist in the implementation of the Bicycle Master Plan</li> <li>• Beautifying and enhancing walking routes to schools and implementing safe routes to school programming</li> <li>• Enhancing the healthy lifestyle prescription program at a community clinic</li> <li>• Developing youth leaders to implement a healthy schools program at Jordan High School</li> </ul>	
<b>GRANT PERIOD:</b>	
Start date: 4/1/2016	End Date: 4/1/2019

**NARRATIVE AND FINANCIAL REPORTS DUE:**

Requirement	Due Date
Progress Report	May 1, 2017
Progress Report	May 1, 2018
Final Report	May 1, 2019



**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  
 April 1, 2016 – August 14, 2016**

**Subcontractor Agency:**

Fleet Street, Inc.  
 Empact Communities Project  
 PO Box 33094  
 Granada Hills, CA 91394

**Section 1.0 - Subcontractor Objectives:**

1. Establish and promote Houghton Park Bike Hub's hours of operation
2. Coordinate and provide bike safety classes, bike maintenance instruction, community bike rides, active transportation trainings, and similar programs and events at the Houghton Park Bike Hub
3. Coordinate and mentor a Bike Hub Youth Leadership Group that focuses on increasing active transportation and/or healthy eating opportunities in the HEAL Zone
4. Educate community members about active transportation initiatives that may impact North Long Beach residents
5. Attend and engage in Coalition for a Healthy North Long Beach meetings/events and attend HEAL Convenings

**Section 2.0 - Budget:**

The \$22,500 budget will support the project manager's salary (0.55 full time equivalent x \$6,067 monthly salary x 4.5 months = \$15,015) and fringe benefits (18.25% x \$15,015 = \$2,740). The project manager will be responsible for coordinating and ensuring scope of work objectives are met. The remaining \$4,745 will be used to purchase program supplies such as bike tools, promotional materials, incentives and similar items that are needed to implement the HEAL Zone objectives.

Item	Budget
<b>Personnel Costs</b>	
0.55 FTE Project Manager	\$15,015
Fringe Benefits (18.25%)	\$2,740
<b>Program Supplies</b>	
	\$4,745
<b>TOTAL =</b>	<b>\$22,500</b>