

**RENEWAL AND AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN THE
COUNTY OF MONTEREY AND
MONTEREY PENINSULA UNIFIED
SCHOOL DISTRICT**

THIS RENEWAL AND AMENDMENT NO. 1 to the Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "County"), **Monterey Peninsula Unified School District** and (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on October 1, 2019 the COUNTY and CONTRACTOR entered into an Agreement for the provision of the CalFresh Healthy Living Program to increase water, fruit, and vegetable consumption, increase physical activity levels, and provide federal nutrition food services information to the CalFresh eligible youth and families in Monterey County, for the term of October 1, 2019 through September 30, 2022.

WHEREAS, the Agreement expired by its terms on September 30, 2022; and

WHEREAS, the County and Contractor have since continued to perform under the Agreement and otherwise conduct themselves as if it remained in force; and

WHEREAS, the County and Contractor mutually desire to reinstate the Agreement with effect retroactive to October 1, 2022; and

WHEREAS, the County and CONTRACTOR wish to renew and amend the Agreement on the same or similar terms, to extend the term for an additional four (4) years period through September 30, 2026; and

NOW THEREFORE, the County and CONTRACTOR hereby agree as follows:

1. The Agreement shall be, and hereby is, retroactively reinstated in its entirety as of October 1, 2022 and shall be, and shall be considered to have been, at all relevant times as provided herein, in full force and effect as if the same had never expired.
2. Section 2.0. Section 2.0 is hereby amended and restated to read in its entirety as follows:
 - 2.0. The term of the Agreement is from **October 1, 2019**, to **September 30, 2026**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs the Agreement.**

3. Section 4.0. Section 4.0 is hereby amended and restated to read in its entirety as follows:
4.0. COUNTY Responsibilities:
 - Oversee all nutrition activities covered by the State Agreement's scope of services with CFHL.
 - Prepare and submit all required state reports or data entry required by the CFHL program.
 - Develop and conduct staff training for teachers, food service staff, and other school personnel on the use of nutrition and physical activity curriculum available, if requested.
 - Provide nutrition education and physical activity education at least five times during the school year in schools participating in the CFHL program.
 - Collaborate and participate in school wellness councils; providing materials, resources, and technical assistance to improve school wellness policies and practices.
 - Participate in school events to promote nutrition messages, such as: back to school nights, Fitness Days, Harvest Fairs, or other school events.
 - Provide nutrition education presentations for parents at school sites, if requested.

4. Section 5.0 is hereby amended and restated to read in its entirety as follows:
5.0 Monterey Peninsula Unified School District Responsibilities:
 - Provide space for nutrition education and activities to be offered on site.
 - Provide a point of contact staff to help schedule Harvest of the Month/My Plate sessions, and receive nutrition education materials, curriculums, and other resources.
 - Participate in the HOTM/My Plate nutrition activities offered during the school year.
 - Ensure that teachers participate in staff in-service trainings to learn about nutrition and physical activity resources and programs available.
 - Provide space and help recruit parents to attend nutrition trainings, if requested.

5. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

6. A copy of this Renewal and Amendment No. 1 shall be attached to the original Agreement executed by the County on October 1, 2019.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Renewal and Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
 Contracts/Purchasing Officer

Date: _____

By: _____
 Director of Health Department

Date: _____
 Elsa M. Jimenez

By: _____
 Edward Moreno, M.D., Public Health Bureau
 Chief

Date: _____

Monterey Peninsula Unified School District
 Contractor's Business Name*

By: _____
 (Signature of Chair, President, or Vice-President) *
 PK Diffenbaugh, Superintendent

 Name and Title

Date: _____
 4.12.23

Approved as to Form¹

By: _____
DocuSigned by:
Mairina Pantle
65EE9F1502996412
 Deputy County Counsel

Date: _____
 6/8/2023 | 1:35 PM PDT

By: _____
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer
 or Assistant Treasurer)*
 Ryan Altemeyer, Superintendent of Business
 Services

 Name and Title

Approved as to Fiscal Provisions²

By: _____
DocuSigned by:
Patricia Ruiz
E79EF64E57454F8
 Auditor/Controller

Date: _____
 6/8/2023 | 3:23 PM PDT

Date: _____
 4-12-23

Approved as to Liability Provisions³

By: _____
 Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required