

## MEMORANDUM OF AGREEMENT

Between the  
County of Monterey  
and  
*School District*

This Memorandum of Agreement (hereinafter "AGREEMENT") is between the County of Monterey, a political subdivision of the State of California, (hereinafter "County") and *School District* (hereinafter "DISTRICT"), on behalf of the County Health Department, is retroactive from October 1, 2013 to September 30, 2016, as signed by the Director of Health ("Effective Date"). County and District are sometimes referred to in this Agreement as a "Party" or, collectively, as the "Parties."

### I. PURPOSE

The purpose of this AGREEMENT is to identify the roles and responsibilities of each party as they relate to collaboration to increase fruit and vegetable consumption and physical activity levels among CalFresh (formerly "food stamp") eligible families in Monterey County.

In particular, this AGREEMENT is intended to enhance partnerships between County through its Health Department's Nutrition Services Branch, Network for a Healthy California Program (hereinafter "Network") and DISTRICT to outline potential opportunities to increase nutrition education and physical activity promotion for children and CalFresh eligible families through DISTRICT, and continue the relationship between DISTRICT administration, the school community and Network program staff that began several years ago (    date    school year).

### II. BACKGROUND

Network is a program within the Monterey County Health Department. The purpose of Network is to increase water, fruit and vegetable consumption, increase physical activity levels, and to provide federal nutrition food service information to CalFresh eligible youth and families in Monterey County.

DISTRICT serves approximately \_\_\_\_\_ students throughout the \_\_\_\_\_ areas. The mission of DISTRICT school system is through dynamic, engaging learning experiences and collaborative partnerships within the diverse community; ensure that each student will attain the intellectual, social and personal knowledge to passionately seek the many challenges of the future. DISTRICT consists of \_\_\_\_\_ elementary schools, \_\_\_\_\_ middle schools, \_\_\_\_\_ high schools, and \_\_\_\_\_ alternative education programs.

### III. TERM & TERMINATION CLAUSE

The term of this AGREEMENT shall be from the effective date, October 1, 2013 to September 30, 2016, aligned with the county's Agreement with the California Department of Public Health (CDPH). This AGREEMENT may be amended in writing by both parties. Either party may terminate this AGREEMENT with a thirty (30) day advance written notice.

Board or Authorized Designee Approval/Ratification. Effect of this Agreement is contingent upon approval or ratification by the Governing Boards or authorized designee of both Parties.

The parties understand and agree that this AGREEMENT is made contingent upon availability of funds. If funds from the local, state or federal source are not obtained and continued at a level sufficient to allow for County's continuation of these services, County may give written notice of this fact to DISTRICT, and the

obligations of the parties under this AGREEMENT shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this AGREEMENT.

#### **IV. NETWORK RESPONSIBILITIES:**

- Oversee all activities covered by the State Agreement's scope of services with Network
- Prepare and submit all required state reports or data required by Network program
- Conduct at least one "train the trainer" session for school teachers, food services personnel and other school personnel per contract year on use of the Network's nutrition and physical activity curriculum; how to conduct cooking demos in their classrooms and school sites, the teacher as a role model, or healthy snacking.
- Conduct tasting demonstrations for those classroom students whose teachers participated in the Network nutrition and physical activity curriculum.
- Per contract year, participate in at least one school event to promote the Network for a Healthy California message and activities including: Back to School Nights, Open Houses, Fitness Days, Harvest Fairs, etc., or Network organized physical activity events to promote healthy eating and physical activities.
- Provide space and help recruit parents for at least, one (30-60 minute) nutrition and physical activity parent education training.

#### **V. DISTRICT RESPONSIBILITIES:**

- Provide space for training and a safe location for the cooking cart, curriculum binders and activity bin to be stored on site (if applicable).
- Provide a staff member to serve as a contact person to receive nutrition education reinforcement items, check on the cooking cart, curriculums and activity bin on a regular basis, at least monthly.
- Per contract year, send teachers to at least one "train the trainer" session.
- Per contract year, provide space at one school based event such as, Back to School Night, Open House or a Network organized physical activities event.
- Provide space and help recruit parents for one (30-60 minute) nutrition and physical activity parent education training.

#### **VI. MUTUAL INDEMNIFICATION & INSURANCE REQUIREMENTS**

- DISTRICT hereby agrees to indemnify, defend, and save harmless COUNTY, its officers, agents, and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm, or corporation for damages, injury, or death incurred by reason of any act or failure to act by DISTRICT or DISTRICT's officers, agents, and employees in connection with the performance of this AGREEMENT.
- COUNTY hereby agrees to indemnify, defend, and save harmless DISTRICT, its officers, agents, and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm, or corporation for damages, injury, or death incurred by reason of any act or failure to act by COUNTY or COUNTY's officers, agents, and employees in connection with the performance of this AGREEMENT.

Both parties are responsible for providing proof of insurance or self insurance for: (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of \$1,000,000 per occurrence for employer's liability.

Both parties will list the other as the certificate holder as follows:

**VII. NOTICES**

**For County:**

Monterey County Health Department  
Edward L Moreno, MD, MPH, Health Officer,  
Director, Public Health Bureau  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4585

**For District:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VIII. FUNDING**

This AGREEMENT does not include exchange of funds between Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the authority as follows:

COUNTY

DISTRICT

By: \_\_\_\_\_  
Ray Bullick, Director of Health

By: \_\_\_\_\_  
Superintendent or designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Edward L. Moreno, MD, MPH, Health Officer,  
Director, Public Health Bureau

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By:   
Deputy County Counsel

Date: 12/12/13

COUNTY

**APPROVED AS TO RISK:**

**APPROVED AS TO FISCAL PROVISIONS:**

By: \_\_\_\_\_  
Risk Management

By: \_\_\_\_\_  
Auditor-Controller

Date: \_\_\_\_\_

Date: \_\_\_\_\_

