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		he areas. The
mission of DISTRICT school system is three	ough dynamic, engaging lea	arning experiences and collaborative
partnerships within the diverse community;	ensure that each student w	ill attain the intellectual, social and
personal knowledge to passionately seek th	e many challenges of the fi	iture. DISTRICT consists of
elementary schools,	middle schools,	
alternative education programs		

III. TERM & TERMINATION CLAUSE

The term of this AGREEMENT shall be from the <u>effective date. October 1, 2013 to September 30, 2016</u>, 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:	For District:
Monterey County Health Department Edward L Moreno, MD, MPH, Health Officer, Director, Public Health Bureau 1270 Natividad Road Salinas, CA 93906 (831) 755-4585	
VIII. FUNDING	
This AGREEMENT does not include exchange of fun	ds between Parties.
IN WITNESS WHEREOF, the parties hereto have e	xecuted this Agreement by the authority as follows:
COUNTY	<u>DISTRICT</u>
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: 2 2 3	County
APPROVED AS TO RISK:	APPROVED AS TO FISCAL PROVISIONS:
By:Risk Management	By: Auditor-Controller

아이는 아이는 어린 아이를 가는 사람들은 바람들이 바다하는 것		
		그 그리고 그리고 그리고 말을 보냈다. 하고 있었다.
		얼마 그 동일하다니 그 그 그는 그리 문 종일
돌면 가는 그는 얼마 맛이 되지 않는다.		임료들이는 항공하는 이 이 등이 그냥 모르겠다.
		경계를 발표하게 된다 하게 하는 눈길을 하는데?
		H. : [문문] [[[[[[] [[[[[[[[[[[[[
		하다 살 바다 내가 있는데 그는 살다.
물문에 다른 학생들이 하늘 물리 병원들로 보다 모든		
		함보다면 주민들은 바로 하는데, 얼마나 나는데 되는데 되었다.
		님, 그는 '오랫글램보다면 하고 이는 그로 말로 하루
		그 이렇게 되었다는 소리는 얼마를 모든데 하나 없다.
		그 하다 하다 얼마를 통통하는 것 하다 없는데 그런데 나를 했
		이 그런 그렇게 살해 삼아만 그 때는데 걸 말이 만드려야?
		그리아 노름 불통하를 통해를 통합하다고 하는 그 등 다른 [6]
		그들 기를 맞추었다. 그는 그는 말을 만으로 들어?
		시간 마음 발발 모든 사람은 아이를 다니다고요!!
		시기를 반별됐대라고 하다 하는 이 날리다를
		그는 말 병기를 하는 것도 보다 먹다고 그 집에 말했
		그 그리로 교육 바라 보는 그는 이 가는 모든 **
		이 얼마를 하면 하는데
		물사람들 길을 잃었다면 하다 그는 말이 없다.
		이지난 병원을 한 시골하다면 그리는데 그리를
		그는 맛에 되었습니다 하고 그렇게 즐겁히 모든 맛있죠
		보일과 생물하게 하셨다는데 하고 그 에이 살아!!
		F 하나 있는 회사 하느라 요즘 하는 것 같아 있는데 # # # # # # # # # # # # # # # # # # #
		생기 내가 불통하다 하라면 되었다. 그런 말이 하고 있다.
	요즘 집 일도 하려면 가는 현실하다. 속처는	막힐미네 일하나이 네 이 방사를 하나와 된 날개
		하는 사람이 얼마 아이들은 그릇이다는 어린을 모르고 !!
		[1] : [1] :
		그는 말을 만든 아랫동안 중인하다 얼마를 된다. #
		그리의 존재를 꽤 끊었던데 한 면 되하습니다.
		지 시민들의 다양하십시다는 이라양 나를
		그 말은 때문에 가는 아니는 이 나이는 문화일하였다.
		가는 문화가는 보면 가능한 불러보면 가을 보고 있는 것이 나쁜 걸 때문에 가게 됐