

**AMENDMENT NO. 1 TO
JOINT POWERS AGREEMENT OF THE
SUPER CO-OP**

This Amendment No. 1 to the Joint Powers Agreement of the Super Co-Op ("Amendment"), is made and entered into this 6th day of March, 2024 (the "Effective Date"), by and among San Juan Unified School District, San Mateo-Foster City School District ("SMFCSD"), Santa Cruz City School District, Central Unified School District, Santa Clarita Valley Food Services Agency, Manhattan Beach Unified School District, South Pasadena Unified School District, Whittier Union High School District, Pomona Unified School District, Palm Springs Unified School District ("PUSD"), Redlands Unified School District ("RUSD"), and Lodi Unified School District ("LUSD"), (together, "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into a Joint Powers Agreement of the Super Co-Op dated, 2021 ("Agreement"), to establish and operative a cooperative program to be know as the Super Co-Op Joint Powers Authority ("Authority"), a separate legal entity, to allow for the purchase of food and food service related materials, supplies, equipment, and services; ("Project");

WHEREAS, capitalized terms not defined herein shall, unless otherwise indicated herein, have the meanings ascribed to such terms in the Agreement;

WHEREAS, SMFCSD wishes to withdraw as the Lead District pursuant to the Agreement;

WHEREAS, LUSD is a Participant under the Agreement and is not currently a Member under the Agreement;

WHEREAS, the Parties wish for LUSD to replace SMFCSD as the Lead District pursuant to the Agreement (the "Successor Lead District");

WHEREAS, Pursuant to Section 11.3 of the Agreement, prior to serving as the Successor Lead District of the Authority, LUSD must first become of Member of the Agreement;

WHEREAS, the Parties wish to add RUSD as a Member under the Agreement and to remove both SMFCSD and PUSD as individual Members under the Agreement;

WHEREAS, the Parties now desire to amend the Agreement to (1) establish both LUSD and RUSD as individual Members under the Agreement and (2) remove both SMFCSD and PUSD as individual Members under the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. Effective as of the Effective Date, and pursuant to Section 5 of the Agreement, LUSD and RUSD and are now each individual Members of the Agreement and are subject to all powers and obligations of Members under to the Agreement. Such powers

include, but are not limited to, the ability to serve as a Successor Lead District pursuant to Section 11.3 of the Agreement.

2. Effective as of November 15, 2022, PUSD is no longer an individual Member under the Agreement and RUSD becomes an individual member under this agreement.

3. Effective as of July 1, 2024, SMFCSD is no longer an individual Member under the Agreement.

4. All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement regarding Term, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the Effective Date.

Region 1

SAN JUAN UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Melissa Bassanelli, Superintendent

Region 2

SAN MATEO-FOSTER CITY SCHOOL DISTRICT

By: _____ Date: _____
Diego R. Ochoa, Superintendent

Region 2

SANTA CRUZ CITY SCHOOL DISTRICT

By: _____ Date: _____
Kris Munro, Superintendent

Region 3

CENTRAL UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Ketti Davis, Superintendent

Region 4

SANTA CLARITA VALLEY FOOD SERVICES AGENCY

By: _____ Date: _____
Dr. Josh Randall, President of SCVSFSA JPA Board

Region 5

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Dr. John Bowes, Superintendent

Region 6

SOUTH PASADENA UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Dr. Geoff Yantz, Superintendent

Region 7

WHITTIER UNION HIGH SCHOOL DISTRICT

By: _____ Date: _____
Dr. Monica Oviedo, Superintendent

Region 8

POMONA UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Darren Knowles, Superintendent

Region 9

PALM SPRINGS UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Dr. Tonatiuh Signoret, Superintendent

Region 1

LODI UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Neil Young, Superintendent

Region 9

REDLANDS UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Juan Cabral Superintendent