

File ID Number	17-2187
Introduction Date	12/13/17 1/10/18
Enactment Number	18-0019
Enactment Date	1-10-18
By	<i>[Signature]</i>



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Vernon Hal, Senior Business Officer
Jennifer LeBarre, Executive Director Nutrition Services

Subject: **Grant Award Extension– Alameda County Waste Management Authority (WMA) Grant**

ACTION REQUESTED:

Acceptance by the Board of Education of Alameda County Waste Management Authority Grant Award extension from effective May 1, 2013 – June 30, 2017.

BACKGROUND:

Grant proposals for OUSD was submitted for 2016-2017 fiscal year for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

Grant #	Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
	X	Grant	OUSD Nutrition Services	Food Waste Reduction & Recovery Program	5/1/13-6/30/17	WMA	\$25,000.00

DISCUSSION

The District created a Grant Face Sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the department.

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funder.

- Grants valued at: \$25,000.00

RECOMMENDATION:

Acceptance by the Board of Education of Alameda County Waste Management Authority Grant Award extension from effective May 1, 2013 - June 30, 2017.

Attachments:

Grant Face Sheet; Grant Award Notifications

OUSD Grants Management Face Sheet

Title of Grant: Alameda County Waste Management Authority Grant	Funding Cycle Dates: May 1, 2013-June 30, 2017
Grant's Fiscal Agent: Nutrition Services/OUSD	Grant Amount for Full Funding Cycle: \$25,000
Funding Agency: Alameda County Waste Management Authority Grant	Grant Focus: Reduction & Recovery of Food Waste
List all School(s) or Department(s) to be Served: Nutrition Services	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Grant provides funds to decrease food waste through tracking, training and increasing our existing efforts on food share and food donation program
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.17% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	N/A
Does the grant require any resources from the school(s) or district? If so, describe.	N/A
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 5.17% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Nancy Deming 900 High St. Oakland, CA 94601 510-290-4875 Nancy.deming@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
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Department Head
 (e.g. for school day programs or for extended day and student support activities)

Jennifer LeBarre

7/21/17

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
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Fiscal Officer

Vernon Hall

Superintendent

Kyla Johnson-Trammell

OAKLAND UNIFIED SCHOOL DISTRICT
 Office of the General Counsel
 APPROVED FOR FORM AND SUBSTANCE

By:
 Michael L. Smith, Attorney at Law

11/17/17

GRANT FUND AGREEMENT

ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY AND OAKLAND UNIFIED SCHOOL DISTRICT

This Agreement is made and entered into this 5th day of June, 2013, by and between Oakland Unified School District, hereinafter referred to as "Grantee," and the Alameda County Waste Management Authority, hereinafter referred to as "WMA" or "Grantor."

WHEREAS, pursuant to the Alameda County Integrated Waste Management Plan ("Plan") and conditions of approval and agreements authorizing importation of solid waste from outside Alameda County, WMA collects fees to reduce the amount of solid waste disposed in landfills by encouraging, with respect to materials with potential to become solid waste, reduced use, reuse, composting, and recycling.

WHEREAS, pursuant to the Plan, conditions of approval, and agreements, the WMA is responsible for administering fees collected and carrying out tasks consistent with the purposes of the Plan, conditions of approval, and agreements;

WHEREAS, as part of its duties under the Plan, conditions of approval, and agreements, the WMA disburses monies from fees collected in order to, inter alia, administer a grant program for non-profit organizations, government agencies, and private businesses engaged in maximizing recycling, composting and reducing waste in Alameda County and to support certain other related activities; and

WHEREAS, Grantee has applied for grant monies and the WMA has determined that the Grantee is qualified to receive grant funds;

NOW THEREFORE, the parties hereto agree as follows:

1. Term

The term of this Agreement commences on May 1st, 2013 and extends through June 30th, 2015. The total amount of compensation tendered by WMA to Grantee pursuant to this Agreement shall not exceed \$ 25,000.

2. Scope of Grantee Services

As a condition of receiving grant funds as payment for services or work, Grantee shall provide work or services specified in Appendices B and C, attached hereto and incorporated into this Agreement. (The term "Agreement" shall refer to this document and all Appendices.) Grantee agrees to perform all work and services authorized by this Agreement in accordance with the established schedule and requirements specified in those Appendices.

As part of this Agreement, where applicable, Grantee also agrees to purchase materials, equipment or other property specified in Appendices B and C for use in connection with work or services authorized by this Agreement or as otherwise permitted under this Agreement. In accepting grant funds, Grantee agrees that it shall use or expend grant funds, or any portion thereof, only as provided for in this Agreement.

Contract #: 1300146 & 1300147
 File Location: _____
 (To be completed by Contract Assistance Services)

Contract Assistance Services

Amendment Tracking Sheet

Vendor Code _____

Program Manager completes the Contract Amendment Tracking Sheet and gives to Chinwe.

Contractor/Grantee Information

Name of Organization: Oakland Unified School District
 Mailing Address: 900 High Street
 City, State & Zip: Oakland, CA 94601
 Contact Name & Title: Nancy Deming
 Phone: 510 434 3334 Fax: _____ E-mail: nancy.deming@
ousd.org

Contract Information

Allocation Code: 1040 1240 Project#: 436 15K 1436 101K

Contract Name: OUSD waste Prevention & Reuse Project *amended*

Original Start Date of Contract: May 1, 2013 Original End Date: June 30 2016

Amended End Date: June 30, 2017 Original Contract Number: 1300146, 1300147

Program Manager: Cassie Bartholomew

Original \$ Amount of Contract: 25,000 \$ Added to the Contract: 0

If over \$15,000, was a formal bid conducted? _____ when? _____ Please submit bid evaluation summary

Resolution Number: _____ If sole source, what is the justification? _____

If between \$3K-\$15K was an informal quote conducted? _____ when? _____ Please submit quote summary

Does the local preference policy apply: _____ If so please submit evaluation form

Board: RB WMA Date of Board Approval _____ Fiscal Year: _____

Forms to be Submitted to Contract Assistance Services:

- Statement of Economic Interest Evaluation Form
 - Form 700 if applicable
- Completed Proof of Standard Insurance

Effective Dates:

- on file*
- 1. Comprehensive General Liability _____ to _____
 - 2. Automobile Insurance _____ to _____
 - 3. Workers' Compensation & Employers Liability Insurance _____ to _____
 - 4. Professional Liability _____ to _____

If no professional liability was originally required, it does not need to be added for the amendment. If the Project Manager thinks that the contract should be added to the Authority's Professional Liability Policy, check the box.

Submit 2 complete original contracts signed by contractor to Contract Assistance Services (Chinwe Omani)

Project Manager Signature: [Signature] Date: 6-27-16

Contract #: 1300146 & 1300147
 File Location: _____
 (To be completed by Contract Assistance Services)

Contract Assistance Services

Amendment Tracking Sheet

Vendor Code _____

Program Manager completes the Contract Amendment Tracking Sheet and gives to Chinwe.

Contractor/Grantee Information

Name of Organization: Oakland Unified School District
 Mailing Address: 900 High Street
 City, State & Zip: Oakland, CA 94601
 Contact Name & Title: Nancy Deming
 Phone: 5104343334 Fax: _____ E-mail: nancy.deming@
ousd.org

Contract Information

Allocation Code: 1040 1240 Project#: 436 15K 1436 10K

Contract Name: OUSD waste Prevention & Reuse Project *amended*

Original Start Date of Contract: May 1, 2013 Original End Date: June 30 2016

Amended End Date: June 30, 2017 Original Contract Number: 1300146, 1300147

Program Manager: Cassie Bartholomew

Original \$ Amount of Contract: 25,000 \$ Added to the Contract: 0

If over \$15,000, was a formal bid conducted? _____ when? _____ Please submit bid evaluation summary

Resolution Number: _____ If sole source, what is the justification? _____

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Does the local preference policy apply: _____ If so please submit evaluation form

Board: _____ RB WMA Date of Board Approval _____ Fiscal Year: _____

Forms to be Submitted to Contract Assistance Services:

- Statement of Economic Interest Evaluation Form
- Form 700 if applicable
- Completed Proof of Standard Insurance

Effective Dates:

- 1. Comprehensive General Liability _____/_____/_____ to _____/_____/_____
- 2. Automobile Insurance _____/_____/_____ to _____/_____/_____
- 3. Workers' Compensation & Employers Liability Insurance _____/_____/_____ to _____/_____/_____
- 4. Professional Liability _____/_____/_____ to _____/_____/_____

If no professional liability was originally required, it does not need to be added for the amendment. If the Project Manager thinks that the contract should be added to the Authority's Professional Liability Policy, check the box.

Submit 2 complete original contracts signed by contractor to Contract Assistance Services (Chinwe Omani)

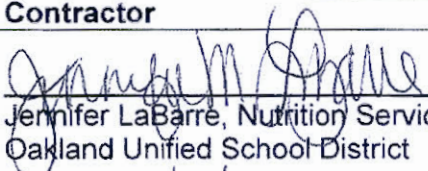

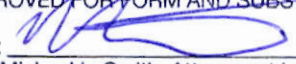
Project Manager Signature: [Signature] Date: 6-27-16

**ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY
CONTRACT/GRANT AGREEMENT AMENDMENT**

THIS AGREEMENT is made in Oakland, California by and between the Alameda County Waste Management Authority ("Agency"), and **Oakland Unified School District** ("Contractor"), who agree that:

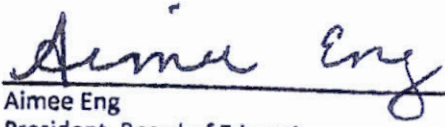
1. **Contract Amendment.** Agency and Contractor entered an agreement effective May 1, 2013 for Oakland Unified's K-12 Green Gloves Food Donation program with a not to exceed amount of \$25,000 ("Original Agreement"). This agreement was subsequently amended on April 14, 2015 and now both parties wish to amend that agreement as follows.
 - A. The term of the Original Agreement is extended to *June 30, 2017*.
2. **Insurance.** Prior to undertaking any work pursuant to this contract amendment, Contractor and all subcontractors shall procure and maintain insurance as required by the provisions set forth in Exhibit A.
3. All other terms of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Contractor	Agency
 Jennifer LaBarre, Nutrition Services Director Oakland Unified School District Date: <u>7/11/16</u>	 Wendy Sommer, Executive Director Date: <u>7/22/2016</u>
OAKLAND UNIFIED SCHOOL DISTRICT Office of the General Counsel APPROVED FOR FORM AND SUBSTANCE By:  Michael L. Smith, Attorney at Law	APPROVED AS TO FORM: Richard Taylor, General Counsel Date: _____ <div style="text-align: right;">N/A</div>

Attachments

Exhibit A – Insurance Requirements (If applicable.)


 Aimee Eng
 President, Board of Education

File ID Number: 17-2187
 Introduction Date: 1-10-18
 Enactment Number: 18-0019
 Enactment Date: 1-10-18
 By: _____


 Kyla R. Johnson-Trammell
 Secretary, Board of Education

4. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this agreement, Contractor shall immediately notify Agency by telephone. Contractor shall promptly submit to Agency a written report, in such form as may be required by Agency of all accidents which occur in connection with this agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of accident and whether any of Agency's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this agreement.

All Insurance modifications must be approved by the Agency's Contract Administrator

Insurance Modification Approved (Yes)___ (No) ___ (No) Date Approved _____ (CAS Initials) ___

Type of Insurance Waived or Reduced:

Automotive Liability (Auto) _____, Worker's Comp (W/C)_____, Professional Liability (P/L) _____

-End of Exhibit A-

Board Office Use: Legislative File Info.	
File ID Number	13-1502
Introduction Date	6-26-13
Enactment Number	13-1359
Enactment Date	6-26-13 <i>lf</i>



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
 Vernon Hal, Deputy Superintendent, Business & Operations
 Jennifer Le Barre, Director of Nutrition Services

Board Meeting Date 6-26-13

Subject Request for Approval of partnership with local organization StopWaste.Org, Alameda County Waste Management Authority

Action Requested

Approval by the Board of Education of the partnership and agreement of StopWaste.Org by OUSD Nutrition Services for the remaining of the 2012-13 school year and moving forward. As part of StopWaste.Org's Food Waste Prevention, Recovery and Donation Grant funding.

Background

Oakland Unified School District Nutrition Services has recently collaborated with StopWaste.Org in discussing, planning and being rewarded funding for our Green Gloves Food Donation Program Pilot, Green Gloves Professional Development, Green Gloves in the Kitchen, for Nutrition Services staff, and kitchen waste tracking pilot program.

Discussion

Through this partnership, OUSD will be able to benefit from StopWaste.Org's funding for these above mention program to be created. Along with their staff expertise, consulting, referrals, and recommendations. Nutrition Services operates the National School Lunch Program at 90 K-12 schools and one(1) charter school. Due to California Food Code and adherence to food safety principals, many food items once cooked or refrigerated must be disposed of. Educating and working with our Nutrition Service staff on why and how to prevent waste in the kitchen plays a significant element to our Green Gloves Program.

Recommendation

Approval by the Board of Education of partnership and agreement with StopWaste.Org, Alameda County Waste Management Authority.

Fiscal Impact None

GRANT FUND AGREEMENT

ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY
AND
OAKLAND UNIFIED SCHOOL DISTRICT

This Agreement is made and entered into this 5th day of June, 2013, by and between Oakland Unified School District, hereinafter referred to as "Grantee," and the Alameda County Waste Management Authority, hereinafter referred to as "WMA" or "Grantor."

WHEREAS, pursuant to the Alameda County Integrated Waste Management Plan ("Plan") and conditions of approval and agreements authorizing importation of solid waste from outside Alameda County, WMA collects fees to reduce the amount of solid waste disposed in landfills by encouraging, with respect to materials with potential to become solid waste, reduced use, reuse, composting, and recycling.

WHEREAS, pursuant to the Plan, conditions of approval, and agreements, the WMA is responsible for administering fees collected and carrying out tasks consistent with the purposes of the Plan, conditions of approval, and agreements;

WHEREAS, as part of its duties under the Plan, conditions of approval, and agreements, the WMA disburses monies from fees collected in order to, inter alia, administer a grant program for non-profit organizations, government agencies, and private businesses engaged in maximizing recycling, composting and reducing waste in Alameda County and to support certain other related activities; and

WHEREAS, Grantee has applied for grant monies and the WMA has determined that the Grantee is qualified to receive grant funds;

NOW THEREFORE, the parties hereto agree as follows:

1. Term

The term of this Agreement commences on May 1st, 2013 and extends through June 30th, 2015. The total amount of compensation tendered by WMA to Grantee pursuant to this Agreement shall not exceed \$ 25,000.

2. Scope of Grantee Services

As a condition of receiving grant funds as payment for services or work, Grantee shall provide work or services specified in Appendices B and C, attached hereto and incorporated into this Agreement. (The term "Agreement" shall refer to this document and all Appendices.) Grantee agrees to perform all work and services authorized by this Agreement in accordance with the established schedule and requirements specified in those Appendices.

As part of this Agreement, where applicable, Grantee also agrees to purchase materials, equipment or other property specified in Appendices B and C for use in connection with work or services authorized by this Agreement or as otherwise permitted under this Agreement. In accepting grant funds, Grantee agrees that it shall use or expend grant funds, or any portion thereof, only as provided for in this Agreement.

Failure to comply with the provisions of Appendices B or C is a material breach of this Agreement and may result in withholding of grant funds pending cure of the breach (if cure is permitted by the WMA or otherwise allowed under this Agreement), whole or partial suspension or termination of this Agreement, recovery of funds paid to Grantee under this Agreement, withholding of future grant awards or other legal or equitable remedies provided by law.

In addition to the other duties or obligations provided for in this Agreement, Grantee shall:

a. Perform Grantee's duties to the best of Grantee's ability and in accordance with the generally accepted professional and ethical standards of Grantee's profession and community. Grantee agrees to perform Grantee's duties at all times in strict accordance with currently approved methods and practices in Grantee's field and in accordance with the standards required by the WMA. All duties shall be performed and rendered in a safe, competent, efficient, timely and satisfactory manner.

b. Observe and comply with all general rules and regulations established by WMA.

c. Observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Grantee must be in accordance with these laws, ordinances, codes and regulations.

3. Distribution of Grant Funds

Terms and conditions for the distribution of grant funds from WMA to Grantee are described in Appendix B attached hereto and hereby incorporated herein.

4. Independent Contractor

No relationship of employer and employee is created by this Agreement. It is understood by Grantee that Grantee is acting and shall act as an independent contractor. In performing the work, services or purchase of property authorized by this Agreement, Grantee at all times shall ensure that its activities shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards of the WMA and those set forth in Appendix B.

Grantee shall also perform said work and services in strict accordance with currently approved methods and practices in Grantee's field and in a manner fully consistent with the objectives of the WMA as set forth in this Agreement.

Likewise, no relationship of employer and employee is created by this Agreement between the WMA and any subcontractor or employee of Grantee.

5. Benefits and Taxes.

Except as set forth in Appendix C, Grantee and any subcontractors or employees of Grantee shall not have any claim under this Agreement or otherwise against WMA for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance,

medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Except as specified in Appendix C, Grantee shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes. Grantee shall indemnify, defend and hold harmless the WMA from any and all liability that the WMA may incur because of Grantee's failure to pay such taxes.

6. WMA Representative

WMA shall appoint a representative or representatives with respect to work or services to be to be undertaken under this Agreement. WMA's representative(s) shall have complete authority to transmit instructions, receive information, and interpret and define WMA's policies consistent with this Agreement.

7. Responsibility of WMA

The WMA shall provide, at its expense, such services of its officers and employees and such use of its premises, facilities, supplies and equipment as the WMA in its sole discretion determines is necessary in connection with the administration or monitoring of this Agreement. Grantee shall not use WMA services, premises, facilities, supplies or equipment for any purpose other than in the performance of Grantee's obligations under this Agreement.

8. Travel Expenses

Grantee shall not be allowed or paid travel expenses except to the extent expressly authorized in Appendix C.

9. Other Business or Activities

Nothing contained in this Agreement shall be construed as limiting the right of Grantee to engage in business or other activities separate and apart from this Agreement; provided, however, that Grantee agrees that not to engage in any business or other activity that will interfere or conflict with Grantee's performance of any of the obligations set forth herein and in Appendix B. Interference or conflict will be determined at the sole discretion of the WMA.

10. Assignment and Subcontracts

Except as expressly provided for in this Agreement or as required by law, Grantee shall not assign or transfer grant funds or any rights under this Agreement and such assignment or transfer is expressly prohibited and void. However, with the consent of the WMA given in writing, Grantee is entitled to subcontract such portions of the work or services or purchases to be undertaken as part of this Agreement as may be specified in writing by the WMA. Failure to comply with this section shall constitute a material breach of this Agreement.

11. Retention of Records

Until the expiration of five years after completing all any work or services, including the purchase of any property, under this Agreement, Grantee shall make available to the WMA or any party designated by the WMA, upon written request by the WMA, all of its financial and other books, documents and records (and any books, documents, and records of

any of Grantee's subcontractors) in order to allow the WMA or its designated agent (i) to certify that Grantee is or was qualified to receive grant funds under this Agreement for the entire time that Grantee made use of such funds or property acquired with such funds, (ii) to determine the reasonable cost of work, services or other activities provided by Grantee or its subcontractors under this Agreement, (iii) to evaluate whether or not Grantee is performing or has performed as required under this Agreement, and (iv) to evaluate the Grantee's business or other activities to confirm Grantee's ability to perform as required under this Agreement.

12. Conflict of Interest

a. The Grantee warrants that, to the best of the Grantee's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest, or that the Grantee has already disclosed all such relevant information.

b. The Grantee agrees that, if an actual or potential conflict of interest is discovered after this Agreement is approved by the WMA, Grantee will make a full disclosure in writing to the WMA. This disclosure shall include a description of actions which the Grantee has taken or proposes to take, after consultation with the WMA to avoid, mitigate, or neutralize the actual or potential conflict. Within 45 days, the Grantee shall have taken all necessary steps to avoid, mitigate, or neutralize the conflict of interest to the satisfaction of the WMA.

c. No officer, member or employee of the WMA and no member of the WMA governing body shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Neither Grantee nor any member of any Grantee's family shall serve on any WMA or committee or hold any such position which either by rule, practice or action nominates, recommends, or supervises Grantee's operations or authorizes funding to Grantee.

d. Failure to comply with this section shall constitute a material breach of this Agreement.

13. Discrimination Prohibited

Grantee assures that Grantee will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation, or any other non-ment factors be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement. Failure to comply with this section shall constitute a material breach of this Agreement.

14. Rights to Material Produced or Property Purchased

WMA shall have a royalty-free, exclusive, and irrevocable license to reproduce, publish, use, and to authorize others to do so, all original writings, sound recordings, pictorial reproductions, drawings, computer programs, and other works of similar nature produced in the course of or under this Agreement. Grantee agrees to deliver a reproducible copy of such documents and materials to the WMA on completion of the work or services or other activities under this Agreement. Grantee shall not publish any such material without prior written consent of WMA. Grantee shall have the right to keep copies of all documents and materials developed under this Agreement. The Grantee shall not be prevented from disclosing or using the documents and materials, or any portion thereof, which: (a) has been previously made available to the public or which is made available by WMA hereafter, or (b) which was already in the

Grantee's possession prior to services performed under this Agreement. The WMA recognizes Grantee's need to make reference to this project as a part of the experience qualifications for future work of a similar nature. The WMA, therefore, agrees to allow Grantee to describe this project in its statements of qualifications and related materials.

The WMA may, in its sole discretion, require Grantee to identify or credit the WMA as the funding agency or source for all materials or products generated or produced by Grantee as part of this project. This identification or credit may take the form of a logo or other representative mark of the WMA or representative wording (e.g. "funded in whole or in part by the Alameda County Source Reduction and WMA") which is printed or applied directly on or to those materials or products.

Except as otherwise provided in this Agreement, Grantee shall have and retain title to all real or personal property purchased or funded with grant funds; provided, however, that the WMA may require, as an additional condition of eligibility for grant funds and in advance of approval of this Agreement, that the Grantee provide security to the WMA in order to ensure the performance of Grantee's obligations under this Agreement and that those obligations are performed consistent with the terms and conditions of this Agreement.

15. Confidential Information

Grantee will hold any confidential information received from WMA and its member agencies in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, Grantee will return materials which contain any confidential information to WMA. Grantee may keep one copy for its confidential file. For purposes of this paragraph, confidential information is defined as all information disclosed to Grantee which relates to WMA's and its member agencies' past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Failure to comply with this section shall constitute a material breach of this Agreement.

16. Insurance
See Appendix A.

17. Indemnification

Grantee shall indemnify, defend and hold harmless the WMA, its officers, employees, and agents (collectively "Indemnitees") from and against any and all claims, lawsuits, loss, liability, expense, costs, fines, penalties, consequences, and suits and damages of every kind, nature and description, including reasonable attorney fees incurred in the defense thereof (collectively "Claims") directly or indirectly arising from the performance of this Agreement or the negligent or intentional acts, errors, or omissions of Grantee, except for those Claims arising solely out of the intentional or willful misconduct of an Indemnitee. Grantee shall pay all claims, damages, judgments, legal costs, adjustors' fees and attorneys' fees and attorneys' fees related to those Claims.

18. Drug-Free Workplace

Grantee and Grantee's subcontractors and employees shall comply with the WMA's policy of maintaining a drug-free workplace. Neither Grantee nor Grantee's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any facility, premises or work-site used in any manner in connection with performing services pursuant to this Agreement. If Grantee or any employee of Grantee is convicted or pleads nolo contendere to a criminal drug statute violation occurring at such a facility, premises, or work-site, the Grantee, within five days thereafter, shall notify the WMA. Failure to comply with this section shall constitute a material breach of this Agreement.

19. Employment Eligibility

Persons providing work or services under this Agreement shall be required to provide the necessary documentation to establish identity and employment eligibility as required by the Immigration Reform and Control Act of 1986. Failure to provide the necessary documentation shall constitute a material breach of this Agreement and will result in the termination of the Agreement as required by the Immigration Reform and Control Act of 1986.

20. Environmentally Preferable Purchasing

Grantee and Grantee's employees shall comply with the WMA's Environmentally Preferable Purchasing Policy of instituting practices that reduce waste and purchasing products that include recycled content, are durable and long-lasting, conserve energy and water, and otherwise minimize environmental impacts, toxics, pollution and hazards to worker and community safety to the greatest extent practicable. At a minimum, this shall include all of the following for services and products purchased and used on behalf of the WMA:

- a. All products for which the U.S. Environmental Protection Agency (EPA) has established minimum recycled content standard guidelines, such as paper and non-paper office products, shall contain the highest post-consumer content practicable, but no less than the minimum recycled content standards established by the U.S. EPA Guidelines.
- b. Paper products that are unbleached or that are processed without chlorine or chlorine derivatives, shall be purchased whenever possible. To the greatest extent practicable, recycled content shall be included in products that also meet this specification.
- c. All photocopying and printing shall be double-sided.
- d. All pre-printed recycled content materials intended for distribution that are purchased or produced shall include a statement that the material is recycled content.
- e. Elimination of packaging or use of the minimum amount necessary for product protection is requested, to the greatest extent practicable. Packaging that is reusable, recyclable or compostable is preferred, when suitable uses and programs exist. Take back and reuse of packaging materials by the Grantee is encouraged.

Upon request, Grantee shall submit to the WMA written certification that the environmental attributes claimed are accurate. A copy of the WMA's Environmentally Preferable Purchasing Policy may be obtained from the WMA representative.

21 Dispute Resolution

The parties shall make a good faith effort to settle any dispute or claim arising under this Agreement. If the parties fail to resolve such disputes or claims, they may, with the consent of both parties, submit them to non-binding mediation in California. If mediation does not arrive at a satisfactory result, arbitration, if agreed to by all parties, or litigation may be pursued. In the event any of these dispute resolution processes are involved, each party shall bear its own costs and attorneys fees.

22. Jurisdiction and Severability

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

23. Notice of Non-Renewal

Grantee understands and agrees that there is no representation, implication, or understanding that Grantee may be entitled to grant funds in the future or that the work or services or other activity performed by Grantee pursuant to this Agreement will be retained by the WMA under a new agreement following expiration or termination of this Agreement.

Grantee waives all rights or claims to notice or hearing respecting any failure by WMA to continue to retain all or any such services from Grantee following the expiration or termination of this Agreement.

24. Termination

The WMA may terminate this Agreement, with or without cause, by providing written notice to Grantee at least 15 days in advance of the effective date of the termination. Unless otherwise specified in the notice, the effective date of the termination shall be 15 days after the date the notice is mailed or delivered to Grantee.

The WMA also may terminate this Agreement at any time without prior notice in the event that Grantee commits a material breach of the terms of this Agreement.

Upon the mailing of the notice of termination, this Agreement shall become of no further force or effect whatsoever, and Grantee shall be discharged from the Agreement.

Notwithstanding the foregoing, the provisions of this Agreement concerning Retention of Records, Rights to Material Produced, Confidential Information, Indemnification, and Jurisdiction and Severability shall survive termination of this Agreement.

25. Default and Remedies

a. Each of the following shall constitute an event of Grantee Default hereunder:

1. Failure to perform any obligation under this Agreement; or
2. Failure to promptly cure any failure to perform under or breach of this Agreement after the WMA has requested cure; or
3. Without limiting the generality of the foregoing, any Material Breach of any term of this Agreement ("Material Breach" as used in this Agreement shall include, but not be limited to, any failure to comply with the provisions of any section of this Agreement stating that failure to comply with that section shall constitute a material breach of this Agreement).

b. Upon any Grantee Default, the WMA shall have the right to immediately suspend or terminate the Agreement, seek specific performance, and/or seek damages including incidental, consequential and/or special damages to the full extent allowed by law.

26. Litigation

If any litigation is commenced between parties to this Agreement concerning any provision hereof or the rights and duties of any person in relation thereto, each party shall bear its own attorneys' fees and costs, except as provided in paragraph 17 above regarding indemnification.

27. Parties in Interest

This Agreement is entered only for the benefit of the parties executing this Agreement and not for the benefit of any other individual, entity or person.

28. Amendments Not Valid Without Additional Written Agreement

No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by an authorized representative of each of the parties.

29. Entire Agreement

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Grantee for the WMA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

WMA:
By: [Signature] 6/18/13
Gary Wolf, Executive Director DATE
Alameda County Waste
Management, Authority and WMA

GRANTEE:
By: [Signature] _____
Anthony Smith, Superintendent DATE
Oakland Unified School District

By: [Signature] 5/17/13
Jennifer Labarre, Nutrition Services Director DATE
Oakland Unified School District

APPROVED AS TO FORM:
By: [Signature] 6/27/13
Richard Taylor David Kakishiba
Authority Counsel President, Board of Education

Attachments [Signature] 6/27/13
Edgar Rakestraw, Jr., Secretary
Appendix A - Insurance Requirements Board of Education
Appendix B - Scope of Work
Appendix C - Contract Payment and Reporting Schedule

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: [Signature]
Attorney at Law

**Appendix A
Insurance Requirements:**

- a. During the life of this Agreement, Contractor shall maintain the following minimum insurance:
1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
 2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
 3. Statutory workers' compensation and employer's liability insurance as required by state law. Neither Contractor nor its carrier shall be entitled to recover any costs, settlements, or expenses of workers' compensation claims arising out of this Agreement.
 4. Professional Liability Insurance. The limit of liability shall be not less than \$1,000,000

Upon request, Contractor shall submit to the Authority Board certificates of insurance for the policies listed above. Contractor shall not cancel, assign, or change any policy of insurance required by this Contract or engage in any act or omission that will cause its insurer to cancel any insurance policy required by this Contract except after providing 30 days prior written notice to the Authority Board. If an insurance policy required by this Contract is unilaterally cancelled or changed by the insurer, the Contractor shall immediately provide written notice to the Authority Board and obtain substitute insurance meeting the requirements of this Contract. Nothing in this subsection relieves Contractor of its obligation to maintain all insurance required by this Contract at all times during the term of the Contract.

- b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify Authority by telephone. Contractor shall promptly submit to Authority a written report, in such form as may be required by Authority of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of accident and whether any of Authority's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this Agreement.

All Insurance modifications must be approved by the Agency's Contract Administration Services

Insurance Modification Approved ___ (YES) (No) Date Approved _____ (CAS Initials) *C.O.V*

APPENDIX B SCOPE OF SERVICES

StopWaste.Org has awarded the Oakland Unified School District \$25,000 in funding to incorporate a K-12 *Green Gloves* school district training and food donation model/approach to changing behavior, ordering, production and distribution of food that may end up as waste in Food Service Operations at OUSD. Funding will be used to purchase refrigerators to keep donated food fresh, provide professional development stipends, salaries, transportation costs, and equipment/materials to keep food cold during donation transfer. Nutrition Services will also use StopWaste funding to develop a new professional development curriculum and training: *Green Gloves in the Kitchen*. This new training will educate and inform kitchen staff about preventing wasted food by tracking, recovering edible food and develop systems and procedures that can be easily incorporated and replicated at all school sites.

APPENDIX C
PAYMENT AND DELIVERABLES

The following schedule of payment and activities is agreed to by the Oakland Unified School District in accordance to the Food Waste Prevention, Recovery and Donation Grant guidelines:

Total Contract Amount: \$25,000

- Initial payment of \$9,000 is due and payable by the Alameda County Waste Management Authority Board to Oakland Unified School District when all of the following have been submitted:
 1. A fully executed Funding Agreement.
 2. Proof of insurance as required in Appendix A of the Funding Agreement.
 3. Completed W-9.
 4. Revised project timeline has been submitted.
 5. Documentation showing purchase of two freezers.
 6. Receipt and approval by the Alameda County Waste Management Authority Board of a signed invoice for payment.

- Second payment of \$6,000 is due and payable (by the Alameda County Waste Management Authority Board to Oakland Unified School District) when all of the following have been submitted:
 1. Provide copy of *Daily Production Sheet* for back of kitchen tracking.
 2. Provide *Green Gloves in the Kitchen* training curriculum, sign-in sheet and, number of participants, pre and post survey documents and other data gathered.
 3. List school sites participating in the Community Food Share program and if available, total pounds of food recovered by volume, weight, count and food type as a result of this grant funding.
 4. Receipt and approval by the Alameda County Waste Management Authority Board of a signed invoice for payment.

- Third payment of \$5,000 is due and payable (by the Alameda County Waste Management Authority Board to Oakland Unified School District) when all of the following have been submitted:
 1. Provide documentation of three month kitchen testing of Production Sheets including any data gathered and recommendations for improvement.
 2. Provide copy of revised *Daily Production Sheet* for back of kitchen tracking if applicable.
 3. List new school sites participating in the Community Food Share program and total pounds of food recovered (by food type) as a result of this grant funding. (data collected since Payment 2)
 4. Receipt and approval by the Alameda County Waste Management Authority Board of a signed invoice for payment.

- A final payment of \$5,000 is due and payable (by June 30th, 2015) by the Alameda County Waste Management Authority Board to Oakland Unified School District when all of the following have been submitted:

1. Submittal promotional materials not previously submitted (flyers, newsletters, etc.).
2. Submittal of completed **Final Report** to include:
 - a. Total number and names of school sites participating in Community Food Share program including total pounds of food redistributed (by volume, weight, count and food type as a result of this grant funding), total cost of food recovered, total cost of landfill fees avoided as a result of food recovery, number of families reached by edible food donations.
 - b. Listing of all food service staff participating in Green Gloves Kitchen training and other facilities/kitchens that received in depth technical assistance. (include facility name, contact)
 - c. Final *Green Gloves in the Kitchen* training and participant manuals/curriculum, lessons learned and areas for improvement.
 - d. Documentation of EPA or other Food Waste Tracking tools used including pre and post totals of wasted food prevented, diverted for food donation or diverted from landfill for composting. Describe food waste tracking tool/ methodology used to identify and calculate facility waste generation, recovery and recycling efforts (in pounds), before and after implementation of project.
 - e. Provide photo documentation of new freezers, Green Gloves kitchen training, school site Community Food Share activities, students and food service staff sorting/tracking and other activities related to this funding agreement.
 - f. Media coverage received (if any) for the project.
 - g. Lessons learned during the grant period.
3. Receipt and approval by the Authority Board Grant Manager of a signed invoice for payment.