

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
THE SAN MATEO UNION HIGH SCHOOL DISTRICT**

This Agreement is entered into this _____ day of _____, 20_____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and The San Mateo Union High School District, hereinafter called "Grantee."

* * *

Whereas, County's 4Rs (Reduce, Reuse, Recycle, Rot – Compost) Grants Program promotes reuse, waste reduction, recycling, and composting or education about these environmental issues in San Mateo County; and

Whereas, Grantee has applied to County seeking a grant to fund **SMUHSD Waste Initiative** set forth in detail in Exhibit A (the "Project"); and

Whereas, County has approved the grant of certain funds to Grantee pursuant the terms set forth in this Agreement.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A – Project Scope
Exhibit B – Project Budget
Exhibit C – Reporting Requirements

2. Services to be performed by Grantee

In consideration of the payments set forth in this Agreement and in Exhibit A, Grantee shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Grantee in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Grantee based on parameters specified in Exhibit B and Section 5 of this Agreement. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed \$25,000.00 (twenty five thousand dollars). In the event that County makes any advance payments, Grantee agrees to refund any unspent payment to County within 20 businesses days after the completion of project scope or the Agreement termination date, whichever comes first, via check or money order payable to County contact provided in Section 22 of this Agreement. Completion of project scope will be determined by County staff. Grantee is not entitled to payment for work not performed as required by this Agreement. Any changes to parameters specified in Exhibits A and B require previous disclosure and permission from County staff prior to implementation and spending of payment.

4. **Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 1, 2021 through July 31, 2022.

5. **Payment Use Parameters**

Payment (Grant) funds can be used for the following:

- *Labor cost:* Grant funds can be used for in-house staff labor and/or contracted service labor (includes subcontracting) costs. The hourly rate (\$/hour) and total estimated hours must be included in the budget section of the grant application for all applicable grant project staff, including in-house and contracted service (including subcontracts) staff.

County is committed to promoting diversity, equity, and inclusion throughout San Mateo County. As such, if requesting grant funding for staff labor, applicable applicants must comply with County's Living Wage Ordinance (LWO) to promote the creation of a livable wage for associated labor staff costs. The LWO requirement for the upcoming 4Rs Grant Program cycle will be \$18/hour. For additional information on County's LWO, including who must comply, please visit: (1) <https://hr.smcgov.org/san-mateo-county%E2%80%99s-living-wage-ordinance-lwo> and (2)

https://hr.smcgov.org/sites/hr.smcgov.org/files/LWO%20FAQ_Final_03142017.pdf

- *Equipment, supplies, and materials:* Examples include recycling and composting bins, posters and stickers, composting tools, environmental education curriculum, etc. When possible, equipment purchases for project must remain at the project site.
- *Outreach and educational materials and expenses:* Examples include curriculum development, lesson plan printouts, graphic designer, materials/supplies/props used for instruction, etc.
- *Advertising and marketing:* Examples include printing, ads, and designer fees.
- *Event expenses:* Examples include venue reservation cost, equipment rental (e.g., tables, chairs, A/V equipment), and speaker fees. Grant funds cannot be used for food/beverage.
- *Field trip fees:* Examples include charter bus fees, entrance fees, and guide/educational literature fees.

Grant funds cannot be used for the following:

- Overhead costs (e.g., insurance, internet/phone fees, utilities, rent, fiscal sponsorship fees, etc.)
- Food/Beverage (unless they are used directly for educational purposes, for example, as part of instructional material in a food preservation class)
- Expenses for activities incurred before grant agreement execution
- Monetary awards or gift cards
- Donations
- Membership fees
- Legal fees or indemnity obligations
- Repayments of debts
- Loan or bank fees
- Fines or penalties

It is the responsibility of Grantee to first check with County to determine the eligibility of the use of grant funds for costs not listed above prior to the use of grant funds. All expenditures must be clearly listed in the budget section of Exhibit B.

6. Payment Fund Disbursement

For payments exceeding five thousand dollars (\$5,000.00), Grantee shall be paid in two installments. The first payment will consist of 75% of the project cost as stated and agreed upon in Exhibit B. This initial payment will be disbursed after Grantee signs this Agreement and provides the required documents to County. The final 25% of the project costs will be held until the project is completed and final documentation is submitted and approved by County, as detailed in Exhibit C.

Grantee shall submit electronically to County staff a final report, along with relevant documentation to verify costs incurred (e.g., receipts/invoices for professional services rendered and/or purchased materials, calculation of salary and benefits, etc.) detailed in Exhibit B. County reserves the right to withhold portions of payment or request a reimbursement of portions of payment if proper documentation to verify costs is not provided in the final report by Grantee. County reserves the right to change the disbursement method during the term of this Agreement.

7. Termination

This Agreement may be terminated by Grantee or by the Director of County's Office of Sustainability or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Grantee shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Grantee as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Grantee notice of the alleged breach. Grantee shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Grantee fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

8. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Grantee under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Grantee may make and retain a copy of such contract materials if permitted by law.

9. Relationship of Parties

Grantee agrees and understands that the work/services performed under this Agreement are performed as an independent Grantee and not as an employee of County and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

10. Hold Harmless

a. General Hold Harmless

Grantee shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Grantee under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Grantee or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Grantee's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Grantee's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Grantee to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

11. Assignability and Subcontracting

Grantee shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Grantee under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

12. Insurance

a. General Requirements

Grantee shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Grantee shall use diligence to obtain such insurance and to obtain such approval. Grantee shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Grantee's coverage to include the contractual liability assumed by Grantee pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Grantee shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Grantee certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Grantee shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Grantee and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Grantee's operations under this Agreement, whether such operations be by Grantee, any subgrantee, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

(b) Motor Vehicle Liability Insurance... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

13. Compliance With Laws

All services to be performed by Grantee pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Grantee will timely and accurately complete, sign, and submit all necessary documentation of compliance.

14. Prevailing Wage

For Regular Projects

Per Labor Code Section 1720, this Project is a public work for purposes of the California Labor Code. Grantee hereby agrees that all persons providing labor on the Project will be paid not less than prevailing rates of wages and that Grantee will ensure compliance with all provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the County's Director of Public Works and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor on the Project keep accurate payroll records of trade workers on all public works projects and to submit copies of certified payroll records.

Additionally, please be aware that:

- No contractor or subcontractor may be listed on the proposal unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with limited exceptions for bid or proposal purposes only for public works projects that do not exceed \$25,000 for new construction, alteration, installation, demolition, or repair, or \$15,000 for maintenance).
- The County will reject any proposal or bid without proof of the contractor or subcontractor's current registration to perform public work pursuant to Labor Code Section 1725.5. Registration will be verified at: <https://efiling.dir.ca.gov/PWCR/Search>.
- The project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

For Small Projects

(A small project is one with a not-to-exceed of \$25k or less (construction, alteration, demolition, installation, repair) or \$15k or less (maintenance) in total project cost.

Per Labor Code Section 1720, this Project is a public work for purposes of the California Labor Code. Grantee hereby agrees that all persons providing labor on the Project will be paid not less than prevailing rates of wages and that Grantee will ensure compliance with all provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq.

This project falls under the "small project" exemption because it is a construction, alteration, demolition, installation, or repair project with a total not-to-exceed amount of \$25,000 or less, or it is a maintenance project with a total not-to-exceed amount of \$15,000, pursuant to Labor Code section 1770 et seq. Therefore, Grantee does not need to register with the Department of Industrial Relations to provide services under this agreement, pursuant to Labor Code section 1771.1. Grantee is not required to file electronic certified payroll reports for this project. However, Grantee is still required to maintain certified payroll records on a continuous basis and provide them to the Labor Commissioner's Office upon request.

A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the County's Director of Public Works and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

15. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Grantee shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Grantee's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Grantee shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to Grantees who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Grantee shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Grantee's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Grantee and any subgrantee shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Grantees and subgrantees to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Grantee certifies that no finding of discrimination has been issued in the past 365 days against Grantee by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Grantee within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Grantee shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Grantee shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Grantee that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Grantee to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Grantee from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Grantee under this Agreement or any other agreement between Grantee and County.

16. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Grantee certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

17. Retention of Records; Right to Monitor and Audit

(a) Grantee shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Grantee shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Grantee shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Grantee agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

18. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

19. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

20. Publicity & Promotional Notice

Grantee agrees that County may use, demonstrate, depict or describe Grantee's project in County's written materials, on County/Office of Sustainability websites, and other related presentations and publications concerning the 4Rs Grants Program. Grantee shall not be entitled to and hereby waives any additional payment or royalties or said additional uses, demonstrations, depictions or descriptions.

All promotional materials (e.g., signage, flyers, labels, giveaways, etc.) that were purchased with grant funds shall credit County's 4Rs Grants Program.

21. Photo/Video/Artwork Waivers

When submitting photos/videos/artwork as part of the final reporting requirements (Exhibit C), Grantee will submit completed and signed photo release form for each relevant subject in the photos/video/artwork. County staff will use these photos/video/artwork in marketing collateral in the future (e.g., flyers, County website, etc.). County staff will provide Grantee with the photo/video/artwork waiver at the beginning of the project. It is the responsibility of the Grantee to distribute and collect all photos/video/artwork waivers.

22. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Esmeralda Cabrera, Resource Conservation Specialist II
Address: 455 County Center, RWC, 94063

Telephone: (650) 599-1486
Email: ecabrera@smcgov.org

In the case of Grantee, to:

Name/Title: [insert]
Address: [insert]
Telephone: [insert]
Email: [insert]

23. Electronic Signature

Both County and Grantee wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

24. Payment of Permits/Licenses

Grantee bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Grantee's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Grantee:

Grantee Signature

Date

Grantee Name (please print)

Grantee Title (please print)

For County:

Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

Date

Carolyn Bloede
Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Director, Office of Sustainability
Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

Exhibit A – Project Scope

Grantee shall provide the below detailed service, in accordance with the timeline detailed in this section.

1. Project Name

SMUHSD Waste Initiative

2. Project Concept and Objectives

The proposed project will pilot a consistent and uniform three-stream waste system at all seven public high schools in the SMUHSD with the goal of reducing contamination, promoting district-wide green teams, and educating all school stakeholders on waste diversion.

Additionally, a Tri-bin Implementation Team will develop and monitor the success of this pilot project through pre and post tri-bin waste audits conducted at each school. These assessments will be the foundation for a transparent tracking system that will aid SMUHSD in calculating the total amount of waste generated and analyzing its contents to identify major contributions to the waste stream.

The project will unite all seven campuses in SMUHSD by advancing sustainability, pilot the much-needed infrastructure for effective waste sorting, and serve as a catalyst to promote campus environmental literacy.

3. Project Implementation and Timeline

Project Task Description	Timeline	Project Task Description and Timeline
Education and Outreach Planning	March-May 2021	<p>Planning and Preparation</p> <ul style="list-style-type: none">● Invite student, teachers, site facilities, and district stakeholders to plan implementation strategies<ul style="list-style-type: none">○ The Sustainability Facilitator from each campus, student representatives from each campus' green/environmental club, facilities personnel, and the district coordinator will form The Tri-bin Implementation Team○ The district coordinator will lead and moderate the meetings

	June-August 2021	<p>Finalize Plans</p> <ul style="list-style-type: none"> ● Monthly meetings with The Tri-bin Implementation Team <ul style="list-style-type: none"> ○ Standardize and incorporate tri-bin usage education into orientation and community building activities on each campus ○ Finalize waste audit procedures ○ Finalize orders for tri-bin stations, and signage decals ○ Develop student and staff surveys to gauge the response/reaction towards tri-bin systems for each campus
	August 2021	<p>Start of 2021-22 School Year</p> <ul style="list-style-type: none"> ● Site Sustainability Facilitators and student green teams train volunteers to conduct the pre-tri-bin waste audit on each campus ● Site Sustainability Facilitators and student green teams will work with campus facilities to confirm areas where tri-bins will be situated on each campus
Purchase of tri-bin systems	September 2021	<p>75% of Grant Funds Disbursed</p> <ul style="list-style-type: none"> ● District coordinator and facilities will work together to purchase tri-bin systems for each campus (Mills, Burlingame, San Mateo, Hillsdale, Aragon, Capuchino, Peninsula) ● Site Sustainability Facilitator, student green teams, and trained volunteers will conduct the baseline waste audit, using the standardized procedure and data collection process created by The Tri-bin Implementation Team ● Site Sustainability Facilitator and student green teams will work with campus facilities to install bins
Implementation	September-January 2021- 2022	<ul style="list-style-type: none"> ● Site Sustainability Facilitator and student green teams will lead the implementation of a year-long program for ongoing education and awareness on each campus <ul style="list-style-type: none"> ○ Following the timeline mapped out by The Tri-bin Implementation Team, schoolwide announcements and waste sorting education-centered activities will be rolled out to the general student and staff population ● Site Sustainability Facilitators and student group will administer the survey on each campus

		<ul style="list-style-type: none"> • The Tri-bin Implementation Team will meet every two months to report on progress for each campus
Data Collection + Feedback	January-March 2022	<ul style="list-style-type: none"> • Using the same format as the pre-tri-bin audit, a two-week-long post-tri-bin waste audit will be executed on each campus & results will be formatted into a report with an accompanying analysis of campus culture shifts and landfill diversion rates • Conduct a post-tri-bin student and staff survey to assess waste sorting and environmental literacy knowledge • Create and publicize the report and results throughout the district • The Tri-bin Implementation Team will present findings to the District Board
Final Reporting	May-July 2022	<p>Remaining 25% of Grant Disemburst</p> <ul style="list-style-type: none"> • Complete Final report that will be submitted to the OOS • Integrate the last batch of tri-bins on each campus

4. Deliverables

In addition to the final project report discussed in Exhibit C, below is a list of project deliverables based on funding from the 4Rs Grant Program:

1. The implementation of waste Tri-Bins throughout our district (at all seven public high schools).
2. Pre and post Tri-Bin implementation waste audits, analyses and progress reports.
3. One final analytical report based on the data collected from the pre and post waste audits. Components included will be on waste output, waste sorting/disposal accuracy and efficiency, student/staff reactions in response to Tri-Bin implementation, and education/outreach efforts that will be publicized across our district.
3. An outreach and education campaign that will include presentations, announcements and waste sorting trainings. The number of these and scheduled rollout will be determined by The Tri-Bin Implementation Team.

4. Surveys conducted assessing students', site-level teachers', and administrators' knowledge and awareness of zero waste.
5. Survey of the stakeholders involved in The Tri-Bin implementation team to measure their outcomes in this leadership role.
5. Bi-monthly Tri-Bin Implementation Team Meetings with meeting agendas and notes included.

5. Project Outcomes and Evaluation

The San Mateo Union High School District (SMUHSD) will implement a series of measures before, during, and after the implementation of the tri-bin waste stations to ensure our effectiveness and success in properly diverting the seven campuses' waste. The Tri-bin Implementation Team (led by a district coordinator) made up of Site Sustainability Facilitators, student representatives from environmental clubs, and facilities representatives will standardize a pre and post-tri-bin waste audit process. The waste auditing will analyze waste sorting practices as well as waste diversion rates on each campus and thus, the waste diversion rates relative to SMUHSD as a whole. Each site will collect data on contamination rates and calculate percentages of waste diverted from the landfill (recycling and organics) by using volume or weight. In addition, surveys will be created and rolled out to assess student and staff knowledge of waste sorting and environmental literacy pre and post-implementation of tri-bins. Further qualitative and quantitative observations will be reported during The Tri-Bin Implementation Team's bi-monthly meetings, in which students and staff will be invited to join and provide feedback.

6. Project Team

District Coordinator: Dwayne Taylor General Manager of Facilities Use for the San Mateo Union High School District. Works intimately and collaboratively with all district Facilities Managers, operations staff and maintenance personnel throughout the district.

Site Sustainability Coordinator: Dave Emanuel (Main Contact) Hillsdale AP Environmental Science teacher, advisor for the green team.

Hillsdale Site Sustainability Coordinator Student Contacts: Lilian Chang, senior at Mills, mainly in charge of outreach and implementation planning, leads student green team group, moderate and lead Tri-bin implementation team

Exhibit B – Project Budget

4Rs Grant Budget 2021		
ITEM	DESCRIPTION	AMOUNT
Tri-bin Waste Station(s)	Trash bins used to divert waste to the correct waste station such as Recycling, Green Waste, and Landfill	\$ 21,000.00
Trash Picker	Used for removing trash from the grounds and contaminated trash bins as necessary	\$ 1,250.00
Signage	Green Waste, Landfill and Recycling signage with adhesive to affix to waste bins to educate users on correct waste disposal	\$ 1,500.00
Mesh 3 Pocket Zipper Vest	To be worn by implementation team members when conducting waste audits and promoting sustainability initiatives	\$ 1,250.00
	TOTAL	\$ 25,000.00

Exhibit C – Reporting Requirements

An official reporting template will be provided by County for use by Grantee for final reporting towards the end of the project year/project. The information provided below includes the list of the required reporting items that will be detailed in the reporting template. The reporting items may be updated at the discretion of County staff.

Prior to launching the project, Grantee will review the below final reporting items carefully so that they can plan accordingly throughout the project period.

In addition to the final report, County staff will also be connecting with Grantee at least on a quarterly basis to check in on the progress of the project and answer any questions that Grantee may have.

Required Reporting Items:

1. List out the objectives and deliverables laid out in your 4Rs Grants Program Agreement, along with a discussion of how you achieved/did not achieve each of your objectives and deliverables. If you did not achieve your objective(s) or meet your deliverable(s), please explain why.
2. Describe any changes made in the project's original timeline, as laid out in the 4Rs Grants Program Agreement. What factors played a role in the timeline changes? Please include any agreed-upon timeline changes that you discussed and confirmed with your 4Rs Grand Advisor here.
3. List the names of organizations/entities that you partnered with and their role(s) in your project, if any.
4. Please describe the impacts your project has had on the waste stream/waste handling/waste reduction practices and behaviors at your facility/location/countywide. When relevant and if available, please make sure to include the amount (in volume [gallons or cubic yards] or weight [pounds]) and type of materials that were recycled/reused/composted as a result of your project.
5. Other than the amount and type of materials that were recycled/reused/composted as a result of your project (from question #4 above), please provide other relevant measurable indicators that will help evaluate the success of your project. Examples of other measurable indicators include (and are not limited to) the number of workshops completed, number of workshop attendees, number of field trips completed, number of participating students, number of surveys collected and their results, etc.
6. Please tell us about the lessons learned and/or the best practices that made your project successful.
7. Please discuss the areas of improvement that could enhance the project for the current year and future years to come.
8. Track and list budget expenditures according to the finalized project budget submitted in the grant project Agreement (Exhibit B) in an Excel budget expenditure tracking spreadsheet template that will be provided by the County. If there are any discrepancies in the budget details between the project budget in grant project Agreement and what are being reported in the final report, please explain why. **Please also include copies of all original receipts and time sheets. The County reserves the right to withhold portions of payment if proper documentation to verify costs incurred is not provided in the final report.**
9. Please list and include copies of any promotional materials or media coverage pertaining to your project. Copies of the promotional materials and/or media coverage can be provided as separate documents. Please clearly and appropriately name the file/document names so that they can be easily located.

10. Include relevant photos/videos along with a short description for each photo/video from the project, if any. Your grant advisor should have provided you with a photo/video waiver in the beginning of the project. These waivers will need to be signed by each identifiable subject in the photos/videos. County staff will use these photos/videos in marketing collateral in the future (e.g., flyers, website, etc.). Please submit the photos as separate photo files (e.g., jpegs, tiffs, etc.), or include/embed the photos in this final report document. If submitting as separate files, please clearly and appropriately name the file names so that they can be easily located. Please also electronically submit the completed photo/video waivers (scanned) that you collected as a separate file.
11. How is the project going to be sustained in the future? Please briefly discuss the potential next steps, plan, and the roles of the responsible parties that will carry this project forward
12. Please share with us your experience leading this project and working with the County's Office of Sustainability as part of the 4Rs Grants Program.
13. Please provide your project's best outcome and/or success that you would like to highlight. Please note, County staff may use the information you provide here to showcase the positive impacts of our grantees' projects as part of our 4Rs Grants Program's outreach efforts.
14. Do you have any recommendations for improving the 4Rs Grants Program?
15. Please provide any additional comments you may have.

All final reporting will need to be submitted electronically (via email) to County staff at the end of the project or within one year of the official start of the project as detailed in the Agreement, whichever comes first.