

34933

California Green Business Network Services Agreement

This Agreement is entered into by the California Green Business Network (hereinafter "CAGBN" or "Client"), having an address at 901 Center Street, Santa Cruz, CA 95060, and the Long Beach Green Business Program (hereinafter "Consultant"), having an address at 100 W Broadway, Suite 550, Long Beach CA 90802 (collectively referred to as "Parties").

The period of time covered by this Agreement is from March 1, 2018 to March 1, 2019, unless extended by written agreement.

This Agreement is a sub-award under California Air Resources Board Contract with CAGBN. As such, it is subject to the terms and conditions of that contract to the extent they apply to sub-awardees. An excerpt of some of the key requirements are attached as Appendix B. Consultant is required to understand and comply with all applicable flow-down requirements.

All Parties agree and acknowledge that the Consultant will be subject to the terms herein only upon final approval from the Long Beach City Council, and that this Agreement is subject to change upon mutual written agreement of all Parties.

Scope of Work and Compensation

Consultant is to perform the services and be entitled to compensation for such services as described in Appendix A Scope of Work and Appendix B Reporting and Deliverables and any future appendices signed by both parties. See details in Appendices A and B.

Relationship of the Parties

Applying his/her judgment regarding the work to be performed, Consultant is to choose the means and methods of performing the duties described herein. In so doing, Consultant will act as an independent contractor and not as an agent, partner, joint venturer, or employee of CAGBN. As such, Consultant is not eligible for workers compensation or any of the benefits paid to employees of CAGBN. No taxes (including income, payroll or social security taxes) of any jurisdiction shall be withheld or paid by CAGBN on behalf of Consultant. Consultant understands that he/she is responsible for paying his/her income taxes and all other taxes required by law.

Liability and Indemnification

Consultant is solely and exclusively liable to third parties for all expenses incurred by Consultant and for all claims of damages arising out of Consultant's actions. Consultant agrees to hold CAGBN harmless for any claims arising from, connected to, or caused in whole or in part by any negligent act or omission of the Consultant.

Publicity

Wherever possible the California Green Business Network and the California Air Resources Board shall be recognized in publicity efforts for their fiscal and in-kind support. The Long Beach Green Business Program, once accepted into the California Green Business Network shall include the CAGBN logo and a statement of membership on the program website, window clings, and other key marketing collateral.

Intellectual Property; Work Made For Hire

In relation to the performance of this Agreement, Consultant may create certain works for CAGBN, and program partners, all of which will be the property of CAGBN upon creation. To the extent that such works may be copyrighted or copyrightable under the laws of the United States. Consultant will be considered to

have created a Work Made for Hire as defined in 17 U.S.C. Section 101 and CAGBN shall have the sole right to the copyright.

Cancellation

This agreement may be cancelled by either party at any time. Upon cancellation by CAGBN, Consultant is entitled to payment for all services performed prior to cancellation. If cancelled by the Contractor, the complete funding amount will be returned.

Failure to Perform


The contract provides an up-front lump sum payment for 50% of the services to be rendered, or \$15,000. Should the Consultant fail to perform all or a portion of the deliverables outlined in Appendix A on the schedule provided, Consultant shall be required to return this initial lump sum fee to Client upon written request. Upon completion of goals, the remaining 50% of funding, an additional \$15,000 will be disbursed.

Entire Agreement; Waiver; Modification

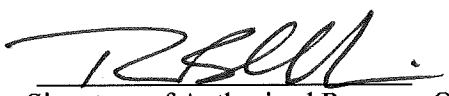
This agreement, including Appendices A, B, and any subsequently added appendices, constitutes the entire agreement between the parties and outlines in full all of the responsibilities each party has to the other. No waiver or modification of its terms shall be valid or binding unless in writing and signed by the parties. The failure of any party to exercise any right or option given to it by this Agreement or to insist upon strict adherence to the terms of this Agreement shall not constitute a waiver of any terms or conditions of this Agreement with respect to any other or subsequent breach.

Miscellaneous

This Agreement shall be construed in accordance with the laws of California applicable to agreements made in California. Section headings used herein are inserted for convenience only and are not part of this Agreement.



Josephine Fleming



Signature of Authorized Program Official
(Executive officer, or equivalent)


Executive Director
California Green Business Network
831-706-7384

Name: Tom B. Modica
Title: ASSISTANT CITY MANAGER
Organization: CITY OF LONG BEACH
Phone number: 562-570-6711

APPROVED AS TO FORM:

Charles Tremper, General Counsel

City of Long Beach, General Counsel

APPROVED AS TO FORM
9/11, 2011
CHARLES PARKIN, City Attorney
By 
LINDA T. VU
DEPUTY CITY ATTORNEY

Appendix A

Scope of Work and Compensation

Scope of Work

With this funding of up to \$30,000, the **Long Beach Green Business Program** will support the certification of 15 or more businesses in the **Long Beach Green Business Program** in collaboration with their program partners. There can be up to 5 of those businesses in Tier 1 Participant and at least 10 businesses in Tier 2 Certified.

The Program will launch recruitment efforts by **April 30, 2017**. **Long Beach Green Business Program** in collaboration with their program partners agrees to certify this minimum number of new businesses based on their jurisdiction’s business population, see Appendix D for the latest business populations. The **Long Beach Green Business Program** will develop a work plan that must be submitted along with this agreement – funding is dependent on an approved work plan from CAGBN.

Half of the payment will be provided initially. The second half is contingent upon meeting the certification goals and providing complete and accurate documentation by the given deadlines. Half of the funds, or \$15,000 will be provided upon signature of this sub-contract. If 40% of the terms of this contract are not met by the mid-way point of October 1, 2018, the remaining funding amount of an additional \$15,000 will not be disbursed and instead will be used for another jurisdiction. Regardless of funding amounts, detailed expenses must be kept to track all costs for staff time, expenses and/or materials using the expense tracking forms. The total costs must add up to the total funding amount provided, or exceed it with matched funding.

Task	Output	Behavior Change
Collaborate with program partners to recruit businesses and assist businesses through the Green Business certification process in the <u>PROGRAM NAME HERE</u> .	<ol style="list-style-type: none"> 1. Certify a minimum of 15 new businesses the first year of program operation. 2. Create local environmental partnerships that break down government silos, making it easier for businesses to gain environmental technical assistance. 3. Log business progress and metrics using the CAGBN Database, GreenBizTRACKER. Report outcomes to CAGBN by 10/1/18 and for final report 2/15/19. 4. Complete a questionnaire and join the California Green Business Network and participate on working committees. 	<ol style="list-style-type: none"> 1. Businesses get help and make verified changes to use environmentally preferable products and chemicals, conserve water and energy, and train all employees on environmental awareness. (about 40% of our measures are behavior change, and 60% involve technology retrofit) 2. Government agencies, and community based organizations have increased collaboration.

Local Match Commitment and Reporting Requirements

See Appendix B.

Appendix B Reporting and Deliverables

The **PROGRAM NAME HERE** shall provide one progress reports October 1, 2018 and one final report due February 15, 2019 reporting on the progress of meeting these deliverables on the following schedule:

EPA Grant Output	Due Date	Deliverable
1. Certify 15+ businesses in the <u>Long Beach Green Business Program.</u>	<u>2/28/19</u>	15 or more new Green Business certifications (up to 10 certified and up to 5 at Participant level)
2. Log business progress and metrics using the CAGBN Database GreenBizTracker	<u>Ongoing</u>	Administrator will confirm utilization of GreenBizTracker and provide environmental outcomes in update reports.
3. Create a 1-2 page update report that includes: <ol style="list-style-type: none"> a. Status update on working with businesses in <u>Long Beach.</u> b. Environmental outcomes of working with businesses. c. Obstacles. d. 	<u>10/1/18</u>	1-2 page update report on status of grant implementation overall and on progress with business certification (give specific number of certifications thus far). Note: Show 40%+ of certification target complete at this time to receive the second half of the \$30,000.
4. Create a 2-3 page final report that includes: <ol style="list-style-type: none"> a. Results of working with businesses in <u>Long Beach.</u> b. Environmental outcomes of working with businesses. c. Success story d. Recommendations on how to proliferate GB certifications in all parts, and especially DACs, of CA. 	<u>2/15/18</u>	2-3 page final report on success of the grant implementation.

Reports shall include digital versions of marketing collateral and links to online collateral. These images and links shall be provided electronically to the CAGBN Executive Director, Josephine Fleming at jofleming@environmentalin.com and cc:ed to CAGBN's Funding Administrator Shawn Orgel-Olson at sorgelolson@environmentalin.com.

Cost and Expense Tracking

Consultant shall utilize the attached "Expense Documentation", on the following page, to document eligible expenses related to the scope not to exceed the contract amount stated herein (\$30,000). Mileage costs will be reimbursed at the current State and IRS approved rates.

Expense Documentation Instructions:

New Green Business Programs chosen by CAGBN will receive funding for

- 1) in establishing a new program,
- 2) creating partnerships with community-based organizations that will perform outreach to disadvantaged community businesses so that these businesses can become green certified, or
- 3) supporting businesses in these communities to become certified Green Businesses.

As the selected program, Consultant will receive up to **\$30,000** for expenses related to this scope. Expenses that are eligible may include but are not limited to:

- Staff and/or consultant time to assist and track businesses through the program.
- Marketing efforts to attract and promote certified green businesses.
- Business rebates for purchases required to meet green business standards.
- Material expenses for events such as Green Business Academies and/or recruitment events.
- Staff time from a community-based organization, such as a chamber of commerce, business incubator or small business assistance program to assist in business recruitment, language assistance and technical assistance.

Consultant is also committing to \$30,000, or more, in in-kind match expense for the scope noted above.

Please list the items or services that were a cost or expense on the form provided, and include receipts. Email the completed form and receipts along with the required reports to sorgelolson@environmentalin.com and jofleming@environmentalin.com or mail them to Accounting, CAGBN, 901 Center Street, Santa Cruz, CA 95060.

Consultant must ensure that the funding is used only for eligible expenses in the not-to-exceed amount of \$30,000. This will take place after the match documentation is received. Beginning **March 1, 2018** and through **March 1, 2019** Consultant shall submit forms for expenses and anything above the \$20,000 will be tracked as match contribution.

This Expense Documentation will be provided during the Progress Report (due October 1, 2018) and the Final Report (due February 15, 2019).

Program Match Documentation

Consultant shall match the \$30,000 funding disbursement from this contract with additional funding from their municipality, partnering agencies or other sources. Consultant shall document the matched funding in the form below.

Matched Funding Form

Agency Providing Funding	Funding Amount	Task Funding Used For	Program Material Costs (Design and Production)

*Report must include proper documentation of these costs (i.e., invoice from receiving organization or business, copy of the check, justification of cost share, etc.)

NOTE: This sheet should follow the progress report.

Appendix C

A copy of the contract between the California Green Business Network and the California Air Resources Board is attached herein as Appendix C.

Consultant is required to ensure that all sub-awardee requirements are met in delivery and completion of this contract.

See separate pdf document.