

36204

**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 307 Laguna Street, Santa Cruz, CA 95060, and the City of Long Beach (hereinafter "Consultant"), having an address at 411 W. Ocean Boulevard, 3rd Floor, Long Beach, CA. 90802.

The period of time covered by this Agreement is from December 10, 2021, to December 10, 2023, unless extended by written agreement.

This Agreement is a sub-award under California Environmental Protection Agency's (CalEPA) Contract with CAGBN found in Appendix C. As such, it is subject to the terms and conditions of that contract to the extent they apply to sub-awardees. Consultant is required to understand and comply with all applicable flow-down requirements.

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 doing so, 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.

Confidentiality and Publicity

To the extent confidential or proprietary information is revealed to Consultant by the Client or obtained by Consultant on behalf of the Client, Consultant may not use or disclose the information without written approval from the Client. Wherever possible the California Green Business Network and the California Environmental Protection Agency shall be recognized in publicity efforts for their fiscal and in-kind support. The City of Long Beach, 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 canceled by either party at any time. Upon cancellation by CAGBN, Consultant is entitled to payment for all services performed prior to cancellation. If canceled by the Contractor, the complete funding amount will be returned.

Failure to Perform

The contract provides an up-front lump sum payment for 25% of the services to be rendered, lump sum amount is specified in Appendix D. The second payment of 25% will be applied upon receipt of a progress report, due June 30, 2022. If 40% of the certification goal is completed by the progress report deadline, the second 25% of funding, as specified in Appendix D, will be disbursed. The final 50% will be distributed after the first annual report is submitted on January 31, 2023 and reviewed by CAGBN. This remaining 50% will be paid assuming performance against stated goals is adequate. If stated goals are not met, the remaining payment will be subject to review. Corrective action for the second year may be expected and a progress report for these programs will be required by June 30, 2023. Should the Consultant fail to perform all or a portion of the deliverables outlined in Appendix A on the schedule provided, Consultant may not receive the second or third disbursements. These disbursements will instead be given to other programs.

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
Executive Director
California Green Business Network
831-706-7384



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

Name: LINDA F. TATUM

Title: ASST CITY MANAGER

Organization: _____

Phone number: _____

Mailing Address (for checks): _____

APPROVED AS TO FORM

February 16, 2022

CHARLES PARKIN, City Attorney

By 2


ERIN WEESNER-MCKINLEY
DEPUTY CITY ATTORNEY

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Appendix A

Scope of Work and Compensation

Scope of Work

Based on the funding amount specified for Consultant's Green Business Program, Consultant will support the certification of the following number of businesses. Consultant may also enter an alternate number of certifications which must be approved prior to contract execution.

With the **funding amount specified in Appendix D**, the Consultant will support the certification of 35.5 businesses the first year and 35.5 businesses the second year for a total of 71 businesses certified at the end of the two year period.

The Consultant, in collaboration with their program partners, agrees to certify this minimum number of new businesses based on their jurisdiction's business population, or mutually agreed-upon target. See Appendix D for the latest business populations. The Consultant will develop a work plan that must be submitted along with this agreement – funding is dependent on an approved work plan from CAGBN.

Funding amounts: 25% of the two-year funding will be paid upfront and 25% will be paid after the first-year progress report. A final 50% will be paid after the first year's annual report is received and reviewed and approved. The amount will be selected by the CAGBN Board of Directors, and a third-party review panel, based on the questionnaire provided to all programs.

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. See details in Appendix B. To receive the second half of the funding, the annual report must show at least 40% of the certification goals for two years as having been completed.

Task	Funding Requirements
Collaborate with program partners to recruit businesses and assist businesses through the Green Business certification process in the City of Long Beach.	<ol style="list-style-type: none">1. Certify the minimum of businesses during the period specified.2. Log business progress and metrics using the CAGBN Database, GreenBizTRACKER.3. Report outcomes to CAGBN by 6/30/22, 1/31/23, and by 9/30/2023 for the second year final report.4. Participate regularly on one or more committees of CAGBN.

Local Match Commitment and Reporting Requirements

See Appendix B.

Appendix B Reporting and Deliverables

The Consultant shall provide three reports, the first on **June 30, 2022**, the second report is a final report for the first year due **January 31, 2023**, and a third final report for the second full year due **September 30, 2023** reporting on the progress of meeting these deliverables on the following schedule:

Funding Requirement	Due Date	Deliverable
1. Work plan for the use of the funds must be detailed with milestones and dates.	<u>12/10/21</u>	Detailed Work Plan Document completed as part of funding request.
2. Certify required number of businesses in your municipality for year one.	<u>1/31/23</u>	Certify the number of Green Businesses as specified in Appendix D of this agreement.
3. Certify required number of businesses in your municipality for year two.	<u>9/30/23</u>	Certify the number of Green Businesses as specified in Appendix D of this agreement.
4. Log business progress and metrics using the CAGBN Database GreenBizTracker	<u>Ongoing</u>	Consultant will confirm the utilization of GreenBizTracker and provide environmental outcomes in update reports.
5. Create a 1-2 page progress report that includes: <ul style="list-style-type: none"> a. Status update on working with businesses in <u>your municipality</u>. b. Environmental outcomes of working with businesses. c. Partner/CBO update, if applicable d. Successes/Obstacles. 	<u>06/30/22</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 for the first year as complete by this time to receive the second set of funding.
6. Submit a 2-3 page first year final report that includes: <ul style="list-style-type: none"> a. Results of working with businesses in <u>your municipality</u>. b. Environmental outcomes of working with businesses. c. Success stories and at least 5 testimonials. d. Recommendations on how to proliferate GB certifications in all parts of CA, and especially in DACs. 	<u>1/31/23</u>	2-3 page final report on the success of the grant implementation. Note, show adequate completion of certification target to receive final payment for year two work.

<p>e. Partner/CBO update, if applicable</p>		
<p>7. Submit a 2-3 page second year final report that includes:</p> <ul style="list-style-type: none"> a. Results of working with businesses in <u>your municipality</u>. b. Environmental outcomes of working with businesses. c. Success stories and at least 5 testimonials. d. Recommendations on how to proliferate GB certifications in all parts of CA, and especially in DACs. e. Partner/CBO update, if applicable 	<p><u>9/30/23</u></p>	<p>2-3 page final report on the success of the grant implementation.</p>

Reports shall include digital versions of marketing collateral and links to online collateral. These images and links shall be provided electronically to CAGBN via a Google Drive folder at a link that will be provided by CAGBN within the report templates.

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. Travel expenses are not eligible for this contract.

Expense Documentation Instructions:

Each of the existing local green business programs that requested funding will receive a funding amount specified in Appendix D to accelerate the rate at which they are able to serve businesses through onsite technical assistance and by linking business owners/managers to available rebates and resources. Each existing program shall certify the number of businesses specified in the Questionnaire and at least ten (10) new businesses, more for larger jurisdictions (detailed above and in Appendix D).

Consultant will receive up to the funding amount in Appendix D for expenses related to this scope.

Expenses that are reimbursable may include but are not limited to:

1. Staff and/or consultant time to assist and track businesses through the program.
2. Marketing efforts to attract and promote certified green businesses.
3. Business rebates for or material purchases required to meet green business standards.
4. Material and venue expenses for events such as Green Business Academies and/or recruitment events.

*Please note that travel expenses are not eligible for reimbursement with this funding.

Consultant is also committing to the funding amount in Appendix D, 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 in pdf format to sorgelolson@environmentalin.com and joffleming@environmentalin.com.

Consultant must ensure that the funding is used only for eligible expenses in the not-to-exceed amount of the sum listed in Appendix D. Expense documentation will be provided along with each of the required reports.

**Expense Documentation
California Green Business Programs**

(DATE)

Name:

Green Business Program:

Address:

Telephone Number:

Email:

Submit during reporting periods in pdf format to:

sorgelolson@environmentalin.com and jofleming@environmentalin.com

California Green Business Network

307 Laguna Street

Santa Cruz, CA. 95060

(831) 706-7384

Date	Description	Hourly Rate/Cost	Quantity	Total
Total Expenses				

Program Match Documentation

Consultant shall match a minimum of one third of the 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 the 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 CalEPA is attached herein as Appendix C.

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

See separate pdf document.

Appendix D

Funding amounts, 25% of the two-year funding will be paid upfront and 25% will be paid after the first-year progress report. A final 50% will be paid after the first year's annual report is received and reviewed and approved. The amount will be selected by the CAGBN Board of Directors, or a third-party review panel, based on the questionnaire provided to all programs.

The total funding amount for the City of Long Beach Green Business Program is \$90,000 over two years. This amount requires the certification goals of 71. Your first year goal is 35.5. Your second year goal is 35.5. It is expected that you meet 40% of your goal by your progress report, which is June 30, 2022.

Funding shall be disbursed as follows:

25% or \$22,500 after the execution of the agreement.

25% or \$22,500 after the first year's progress report on 6/30/22

50% or \$45,000 after review and approval of the first year's annual report on 1/31/23