

35228

**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 City of Long Beach (hereinafter "Consultant"), having an address at 100 W Broadway, Suite 550.

The period of time covered by this Agreement is from March 1, 2019 to March 1, 2020, 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. This contract is provided in Appendix C. 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 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.

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 PROGRAM NAME HERE, 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.

Appendix A

Scope of Work and Compensation

Scope of Work

With this funding of up to \$20,000, the **Consultant** will support the certification of:

Jurisdiction Business Population	Jurisdiction Certification Goal
0-35,000	<p><i>\$10,000 Funding level:</i> 10 Newly certified businesses</p> <p><i>\$20,000 Funding level:</i> 15 certified businesses: at least 10 new certifications and up to 5 Participant level* businesses with at least 15 businesses recognized during the contract.</p>
35,000-80-000	<p><i>\$10,000 Funding level:</i> 25 Newly certified businesses</p> <p><i>\$20,000 Funding level:</i> 35 certified businesses: at least 25 New Certifications, 10 Participant level businesses for a total of 35 businesses recognized during the contract.</p>
80,000+	<p><i>\$10,000 Funding level:</i> 50 Newly certified businesses</p> <p><i>\$20,000 Funding level:</i> 65 certified businesses: at least 50 New Certifications, 15 Participant level businesses for a total of 65 businesses recognized during the contract.</p>

The Consultant, in collaboration with their program partners agrees to certify this minimum number of new businesses based on their jurisdiction’s business population, see Appendix E 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.

The \$10,000 of this contract will be paid immediately upon signature of this contract. If the consultant chooses to apply for a second \$10,000 funding amount, that amount will be paid after a selection process and signature of a contract amendment (Appendix C). 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.

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 10/1/19 and 2/28/20. 4. Participate on working committees of CAGBN.

Local Match Commitment and Reporting Requirements

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 (\$10,000). Mileage costs will be reimbursed at the current State and IRS approved rates.

Expense Documentation Instructions:

Each of the existing thirty-four (34) local green business programs will receive \$10,000 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 at least twenty (10) businesses, more for larger jurisdictions (detailed above and in Appendix E).

Consultant will receive up to **\$10,000** 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 purchases required to meet green business standards.
4. Material and travel expenses for events such as Green Business Academies and/or recruitment events.

Consultant is also committing to \$10,000, 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 in pdf format to sorgelolson@environmentalin.com and jofleming@environmentalin.com.

Consultant must ensure that the funding is used only for eligible expenses in the not-to-exceed amount of \$10,000. This will take place after the match documentation is received. Beginning **March 1, 2019** and through **March 1, 2020** Consultant shall submit forms for expenses and anything above the \$10,000 will be tracked as match contribution.

This Expense Documentation will be provided during the Progress Report (due October 1, 2019) and the Final Report (due February 15, 2020).

Consultant shall match the \$10,000 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.

All of these costs will be reimbursed during the one-year project duration, as costs are incurred. Training to both the CBO and the new CAGBN program will be provided by CAGBN staff.

CAGBN Program Additional Funding Questionnaire and Application:

1. What is the geographical reach of your proposed program? Regional, County or City? Is your community listed on an environmental justice list or is your community economically disadvantaged? Use the Cal EnviroScreen tool to determine if your municipality falls in this category and please provide the CalEnviroScreen Score (for example: 96-100%). (20 points)
2. Please list the stakeholders (agency and individuals) you have involved in your program in the following categories: Pollution Prevention, Materials Management/Recycling, Energy Conservation, Wastewater/stormwater and Water-Use Efficiency. (15 points)
3. What type of direct funding will be used for your program and how much? What type and how much leveraged funding will be used, such as in-kind staff time? (15 points)
4. What would you use the \$10,000 funding from this subcontract for? (10 points)
5. What staffing and hours will be committed to the program? (5 points)
6. IF you are planning to have the subcontract agreement be with a trusted community-based organization, are you willing to collect and approve all of the costs incurred? (required)
7. How will you track costs for reimbursement on the subcontract agreement? Costs for your program? Costs for the Community-based Organization? Costs for the businesses? (5 points)
8. Do you agree to use the California Green Business Database, collect the data necessary to track metrics, and to adhere to the by-laws of the Network? Will you ensure that businesses certified by your agency are in compliance with regulatory laws and meet the essential criteria set forth by the California Green Business Network to ensure statewide consistency? Is your agency capable of contributing to support statewide efforts such as the database in future years beyond the lifetime of the grant funding? (all required)
9. Are you willing to continue to be a contributing member of the California Green Business Network? It is recommended that you review and become familiar with the by-laws of the Network and ask any questions you may have before submitting this questionnaire application.
By-Laws can be found at:
drive.google.com/file/d/1SQjUntt5ubllOO7pbdIQ8rDIshltd9Py/view?usp=sharing
10. Please provide a brief description of your program's history, past success, and the past year of success. Include metrics, numbers of certified businesses, stakeholder engagement success, etc. What are your plans to ensure that the Green Business Program has longevity and becomes a long-standing, well-supported and high participation program beyond the term of the funding? How do you intend to secure funding beyond this funding? (20 points)

Optional: Community-based Organization:

Appendix D

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.