

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of January 31, 2015 by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG") and Environmental Charter Schools ("Contractor").

RECITALS

A. SBCCOG desires to utilize the services of Contractor as an independent contractor to provide specified professional services to SBCCOG as set forth in Exhibit A, to assist the SBCCOG's member agencies with the Energy Upgrade California (EUC) Community Outreach Ambassador Program.

B. The goal of this program is provide marketing and outreach at three (3) community events and to provide 3 presentations on EUC as outlined in the scope of work.

C. Contractor represents that it is fully qualified to perform consulting services by virtue of its experience and the training, education, and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Services.

1.1 The nature and scope of the specific services to be performed by Contractor are as described in Exhibit A, attached hereto and incorporated herein by reference.

1.2 SBCCOG agrees to conduct its best effort to assist with the success of the program and understands that the Contractor assumes full responsibility to manage and produce the program.

1.3 SBCCOG and participating agencies shall provide all relevant documentation in their possession to the Contractor upon request in order to minimize duplication of efforts. The SBCCOG staff shall work with the Contractor as necessary to facilitate performance of the services.

2. **Term of Agreement.** This Contract shall take effect February 1, 2015 and shall continue until November 15, 2015 unless earlier terminated pursuant to the provisions of paragraph 13 herein. The term of this Agreement may be extended by mutual agreement of the parties as may be necessary or desirable to carry out its purposes.

3. **Compensation.** SBCCOG shall pay for services based on the budget, not to exceed \$10,000.

4. **Terms of Payment.** Contractor shall submit invoices per Budget and Reporting Schedule (Exhibit B) for services rendered and for reimbursable expenses incurred. The invoice should include: an invoice number, the dates covered by the invoice, the hours expended and a summary of the work performed. SBCCOG shall pay the invoices within sixty (60) days of receipt.

5. **Parties' Representatives.** Jacki Bacharach shall serve as the SBCCOG's representative for the administration of the project. All activities performed by the Contractor shall be coordinated with this person. Alison Suffet-Diaz shall be in charge of the project for the Contractor on all matters relating to this Agreement and any agreement or approval made by her shall be binding on the Contractor. This person shall not be replaced without the written consent of the SBCCOG.

6. Addresses.

SBCCOG:

South Bay Cities Council of Governments
20285 S. Western Ave., Suite 100
Torrance, CA 90501
Attention: Jacki Bacharach, Executive Director

Contractor:

Environmental Charter Schools
16315 Grevillea Ave.
Lawndale, CA 90260
Attention: Alison Suffet-Diaz, Executive Director

7. Status as Independent Contractor.

A. Contractor is, and shall at all times remain as to SBCCOG, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of SBCCOG or any participating agency or otherwise act on behalf of SBCCOG or any participating agency as an agent except as specifically provided in the Scope of Services. Neither SBCCOG nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of SBCCOG.

B. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold SBCCOG harmless from any failure of Contractor to comply with applicable worker's compensation laws.

8. Standard of Performance. Contractor shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions.

9. Indemnification. Contractor agrees to indemnify the SBCCOG and participating public agencies, their respective officers, staff contractors, agents, volunteers, employees, and attorneys against, and will hold and save them and each of them harmless from, and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the acts, errors or omissions of Contractor, its agents, employees, subcontractors, or invitees, including each person or entity responsible for the provision of services hereunder, except for liability resulting from the sole negligence or wrongful acts of the SBCCOG or a participating agency.

10. Insurance. Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the SBCCOG (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance, with minimum combined single limits coverage of \$500,000.00; and (4) worker's compensation insurance with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater. SBCCOG and participating public agencies, their respective officers, employees, attorneys, staff contractors, and volunteers shall be named as additional insureds on the policy (ies) as to

comprehensive general liability, property damage, and automotive liability. The policy (ies) as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the SBCCOG shall be excess insurance only.

A. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving SBCCOG thirty (30) day's prior written notice thereof. Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage.

B. All policies of insurance shall cover the obligations of Contractor pursuant to the terms of this Agreement; shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the SBCCOG; and shall be placed with a current A.M. Best's rating of no less than A VII.

C. Contractor shall submit to SBCCOG (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on SBCCOG's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the SBCCOG has agreed in writing to accept.

11. Confidentiality. Parties agree to preserve as confidential all Confidential Information that has been or will be provided to each other.

12. Ownership of Materials. All materials provided by Contractor in the performance of this Agreement shall be and remain the property of SBCCOG and its partner organizations without restriction or limitation upon their use or dissemination by SBCCOG. The contractor will retain non-exclusive perpetual rights to the use of material developed under this contract.

13. Conflict of Interest. It is understood and acknowledged that Contractor will serve as an agent of the SBCCOG and the participating agencies for the limited purpose of implementation of this project.

14. Termination. Either party may terminate this Agreement without cause upon fifteen (15) days' written notice to the other party. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following delivery of the notice. Immediately upon receiving written notice of termination, Contractor shall discontinue performing services. Should the Agreement be breached in any manner, the non-breaching party may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the breaching party to remedy the violation within the stated time or within any other time period agreed to by the parties.

15. Personnel. Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor's services under this Agreement, but SBCCOG reserves the right, for good cause, to require Contractor to exclude any employee from performing services on SBCCOG's premises.

16. Non-Discrimination and Equal Employment Opportunity.

A. Contractor shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of SBCCOG relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

17. Assignment. Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor's obligations hereunder, without the prior written consent of SBCCOG, and any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

18. Compliance with Laws. Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments. Each party is responsible for paying its own all federal and state income taxes, including estimated taxes, and all other government taxes, assessments and fees incurred as a result of his/her performance under this Agreement and the compensation paid by or through this Agreement

19. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by SBCCOG of any payment to Contractor constitute or be construed as a waiver by SBCCOG of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by SBCCOG shall in no way impair or prejudice any right or remedy available to SBCCOG with regard to such breach or default.

20. Resolving Disputes. If a dispute arises under this Agreement, prior to instituting litigation the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

21. Severability. If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect provided that the principal purposes of the parties are not thereby frustrated.

22. Notices. Any notices required to be given under this Agreement by either party to the other may be affected by any of the following means: by electronic correspondence (email), by personal delivery in writing by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written or electronic notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Electronic notices are deemed communicated as of actual time and date of receipt. Any electronic notices must specify an automated reply function that the email was received. The email addresses for each party are as follows:

Jacki Bacharach – jacki@southbaycities.org
Alison Suffet-Diaz – alison@ecsonline.org

23. Governing Law. This Contract shall be interpreted, construed and enforced in accordance with the laws of the State of California.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

25. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Contractor and SBCCOG. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the SBCCOG will only be valid if signed by the SBCCOG Executive Director or the Chairman of the Board and attested by the SBCCOG Secretary.

26. Exhibits. All exhibits referred to in this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"SBCCOG"

"SBCCOG"

South Bay Cities Council of Governments

By: _____
James F. Goodhart (Signature)

Title: _____

Date: _____

Attest: _____
SBCCOG Secretary

Contractor

By: _____
Alison Suffet-Diaz (Signature)

(Typed or Printed Name)

Title: _____

Date: _____

South Bay Cities Council of Governments
Energy Upgrade California® Community Outreach Ambassador Program
TIER II Agency

Agency Name: Environmental Charter Schools (ECS)

Outreach at Community Events

Objective I: Increase awareness and explain functional tools and how to use for Energy Upgrade California and energy-saving solutions by sharing information and distribution of campaign collateral items at a minimum of three community events that attract diverse, underserved and hard-to-reach populations.

Please describe tools and techniques your agency will use to attract visitors to the exhibit and how you will track the numbers of consumers reached.

ECS plans to invite all students and their families, as well as staff and board members, to the events through flyers, verbal announcements at school, social media, and emails when applicable with the target populations. This comprehensive approach will help to add to the overall number of diverse event attendees, with a focus on underserved and hard-to-reach populations that we serve at our schools, and help boost numbers at the exhibit. Once at the event, a drawing will be announced to be held at the end in order to motivate people to stay and to reward visitors with prizes like eco-friendly cleaning supplies and reusable water canteens. We will use the drawing to capture data and track the numbers of consumers reached. ECS also plans to offer fun, attractive activities for all ages including face painting.

Methods for tracking numbers reached at the event:

ECS employs a variety of techniques to collect, capture, store, and assess event visitor data including tracking the numbers reached at events. Methods include: registrations and/or sign in sheets, hashtags for events that we track on twitter and to share photos of people at the booth, with their face painted, etc., and Facebook and instagram for info and photo sharing as well. By employing the drawing technique, we expect a significant percentage of visitors to be interested in the opportunity to win free gifts and to therefore submit their business card or fill out a short form that can also be dropped in the fish bowl (for visitors who don't carry business cards on them). This information will be aggregated and cross-referenced for duplications, in order to track a total number of unduplicated visitors reached at the event.

Please provide information about the three events agency will be attending.

Name of Event and Event Sponsor	Date and Location	Anticipated Attendance
Harbor Gateway Neighborhood Council, Biennial Health Fair (7th Annual)	April 2015 at 118th Street School. Based on past years, approximately 20 health-related or community related agencies and organizations are expected to attend with tables disseminating information to visitors. Additionally one or more mobile health vans are expected to provide screenings for	350-500
Dia De Los Muertos Community Fair	November 5th, 2015 at Environmental Charter High School. The fair includes an evening of food, presentations, art, music, dance, and performances by students who have been studying Día de los Muertos traditions in their classes. The event also rewards environmental consciousness whereby guests who bring their own reusable plate, cup and utensils earn a 67% discount off the cost of admittance. And everyone who brings a dish to share will receive one free admission as well.	500
Roadium Open Air Market (Swap Meet)	Spring TBD, Gardena. The Roadium is a 15 acre open air market, open 365 days/year, providing shoppers in the Los Angeles area an opportunity to buy high-quality new and used merchandise at dramatically reduced prices. ECS has participated with a table at the Roadium in the past to introduce our organization and the work we do to the Gardena, Lawndale, and Hawthorne communities who attend the event.	Attendance in the thousands

Objective II: Increase awareness and explain functional tools and how to use for Energy Upgrade California and energy-saving solutions by conducting presentations with a minimum of three (3) community agencies and business groups that represent diverse, underserved and hard-to-reach populations.

Describe how agency will create educational presentations to be interactive and interesting.

The ECS focus on student-led presentations is very attractive due to the fact that youth presentations inspire adults to make a difference, parents come to see their children present and learn, and ECS has documented a track record of students helping to change adult behaviors over time.

Describe how agency will track numbers reached by presentations.

ECS employs a variety of techniques to collect, capture, store, and assess data including tracking the numbers reached at presentations. Methods include: registrations and/or sign in sheets, hashtags for events that we track on twitter and to share photos, etc. and Facebook and instagram for info and photo sharing as well. This information will be aggregated and cross-referenced for duplications, in order to track a total number of unduplicated visitors reached at the event.

Describe methods for tracking of additional numbers reached by targeted agencies that agree to extend messages to their respective constituencies.

Similar to ECS's previously mentioned tracking methodology, the organization will use methods employed by these agencies, social media, and other shared trackable information to aggregate with all other captured data.

Please list community groups where agency will be presenting:

Name of Group	Anticipated Outcomes	Dates of Presentations (if available)	Anticipated Attendance
AAA Flag & Banner	AAA Flag & Banner employs over 100 factory workers who are low income. Through the ECS presentation to their 100 employees, ECS expects to increase not only the awareness of these 100 people, but their family members and others in the AAA community, effectively reaching a low income population of 500 additional people.	Spring 2015, weekday lunch	120
Environmental Charter High School	Community Forum presentation will reach parents and community members. Track record of having many visitors to campus and expect to reach a minimum of 500 direct ECS community members which will create a ripple effect through their family members and neighbors, thereby reaching an underserved and hard-to-reach population of 2500 additional people in total.	Feb 6, 2015	500
Joint Rotary Club meeting of Hawthorne, Lawndale, & Gardena Carson	30 minute presentation on energy efficiency and Energy Upgrade CA to a joint Rotary Club meeting of four clubs will result in directly reaching 150	Spring 2015 TBD	150

	<p>members who will bring this information back to their families and employing with a multiplying effect that is expected to reach a total of 750-1000 additional people. In all three presentations, we plan to survey the group to assess the true ripple effect of their new awareness and knowledge, as well as the likelihood that they will put energy-saving solutions in place in their homes and businesses. We will also ask for demographic information to assess the reach to a diverse, underserved, and hard-to-reach population.</p>		
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Social Media

Objective III: To increase awareness about Energy Upgrade California through the website, newsletters and use of social media platforms.

Describe how your agency will track numbers reached through social media platforms:

ECS will use all of its social media platforms to track numbers reached and then will aggregate the data captured to create a final reach statistic. The following results are expected from each of the described channels:

- ECS Newsletter -- 3,100 peoples currently subscribed to the newsletter and growing every week.
- ECS Website -- 25,383 visits to our website to date currently with 17,000 unique users and 58,648 page views.
- Time Warner Cable, Lawndale Cable Channel & Hawthorne Cable Channel -- Students will create a PSA that each of these channels will post to their networks. Time Warner Cable is an ECS sponsor and in 2012 students produced a green show teaching homeowners to green their home that aired on Lawndale Cable. Reach TBD post air dates from each media outlet.
- Twitter – EnviroCharter currently has 1,372 followers.
- Instagram – EnviroSchools & ECSGreenAmbassadors currently have 365 followers.
- Facebook -- ECS has 3,848 current likes and 1,031 visits.

Reporting Requirements

Complete two (2) interim and one (1) final report in the required format in accordance to schedule on Exhibit B.