

South Bay Cities Council of Governments

May 22, 2025

TO: SBCCOG Board of Directors
FROM: SBCCOG Steering Committee
SUBJECT: South Bay Green Business Assist – California Green Business Network
Implementation of SCE Simplified Savings Program

BACKGROUND

The South Bay Cities Council of Governments (SBCCOG) South Bay Green Business Assist (SBGBA) program has been providing South Bay businesses with resources and information on sustainability for over 9 years. Starting as a competition among local businesses to implement sustainable practices, the program was funded by SoCalGas and Southern California Edison (SCE). Original funding ended in 2018, and the program evolved into information focused activities providing partner program information on water conservation, waste reduction, energy efficiency, and travel information. In addition, to general partner program outreach funding, the SBCCOG also secured two sponsors – West Basin Municipal Water District and Golden State Water. Additional sponsors were sought but not secured. The program continues to be viable and popular.

California Green Business Network (CGBN) – In 2021 through 2024, the SBCCOG engaged with the cities of El Segundo, Hawthorne, and Torrance to implement the California Green Business Network (CGBN) certification program. These cities received grant funding for the program and contracted with the SBCCOG for its implementation. The certification program consists of site audits to identify conservation options, information on resources to address opportunities, an online tool to track and record progress, a certification check list, and recognition for achievement. This effort was a great success with over 60 businesses certified and added to the SBGBN program. Due to this success, the SBCCOG sought funding to expand the program to all South Bay cities. However, grant funding was cut in 2024, and the cities no longer implement the certification program, but were interested in continuing if another funding source could be identified.

CURRENT PROGRAM

Today, with over 400 businesses enrolled in SBGBN, the program remains a valuable network to disseminate and implement programs that reduce greenhouse gases and operating costs by lowering utility bills. Regular communication with businesses is maintained through quarterly newsletters, website posting, social media, and business walks to implement partner programs.

This year, additional funding was identified from two new sources:

1. CGBN Certification – Funding already secured through LA County SoCalREN, this certification program is available for one year to all South Bay cities. SBCCOG staff resources are required to engage businesses, conduct site audits, and certify locations. To effectively implement, staff will leverage partner resources.

2. SCE Simplified Savings Program – New funding opportunity outlined in this memo, the CGBN, through a contract with Environmental Innovations, is seeking agency support to identify small and medium business in hard to reach and disadvantaged communities (90% must be in disadvantaged areas). This program is a pay-for-performance contract with \$5,000 received upon completion of SBCCOG staff training and \$300 per enrolled business up to \$20,000. SBCCOG staff is also working with CGBN to add funding which could increase the budget to \$30,000 or \$40,000.

ANALYSIS

SBCCOG staff believe that the SBGBA remains a valuable program to reduce greenhouse gas emissions and help businesses to operate more efficiently while leveraging resources and adding value to cities and partners. Cities that have participated found the program valuable and are interested in continuing if resources could be identified. With the new opportunities to access the certification program at no cost through the SoCalREN and additional funding resources through contracting with CGBN, Environmental Innovations, the SBCCOG staff feels confident that there are adequate resources in-house to successfully implement expansion.

Staff recommends contracting with CGBN, Environmental Innovations to implement the SCE Simplified Savings Program adding additional value and resources to cities to continue their sustainability efforts.

RECOMMENDATION

That the SBCCOG Board of Directors approve contracting with Environmental Innovations to implement the Southern California Edison Simplified Savings Program and execute contract after legal review which will allow for an expansion of the South Bay Green Business Assist Program.

Environmental Innovations, Inc. Services Agreement

This Agreement is entered into by Environmental Innovations (hereinafter "EI"), having an address at 307 Laguna Street, Santa Cruz, CA 95060, and the South Bay Cities Council of Governments (hereinafter "Green Business Partner" or "GBP") having an address at 2355 Crenshaw Blvd., #125 Torrance, CA 90501.

Term

This Agreement shall take commence on June 1, 2025, and conclude on May 31, 2026, unless extended by written agreement of the parties

Scope of Work and Compensation

GBP is to perform the services and be entitled to compensation for such services as described in Appendix A Scope of Work.

Relationship of the Parties

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

Liability and Indemnification

GBP is solely and exclusively liable for all expenses incurred by GBP. GBP agrees to hold EI harmless from any claims arising from, connected to, or caused in whole or in part by any negligent act or omission of GBP. Ei agrees to hold GBP harmless for any claims arising from, connected to, or caused in whole or in part by any negligent act or omission of EI.

Confidentiality and Publicity

To the extent confidential or proprietary information is revealed to GBP by EI or obtained by GBP on behalf of EI, GBP may not use or disclose the information without written approval from EI, provides that such information is excluded from disclosure by the California Public Records Act. Wherever possible, Southern California Edison ("SCE") shall be recognized in publicity efforts for its fiscal and in-kind support. The GBP, shall include the SCE logo and a statement of membership on the program website, window clings, and other key marketing collateral. In general, this marketing material will be supplied by EI.

Intellectual Property: Work Made For Hire

In relation to the performance of this Agreement, GBP may create certain works for EI, and program partners, all of which will be the property of EI upon creation. To the extent that such works may be copyrighted or copyrightable under the laws of the United States. GBP will be considered to have created a Work Made for Hire as defined in 17 U.S.C. Section 101 and EI shall have the sole right to the copyright.

Cancellation

This agreement may be canceled in writing by either party at any time. Upon cancellation by EI, GBP is entitled to payment for all services performed prior to cancellation.

Payments

EI shall make an up-front lump sum payment to GBP of \$5,000 upon execution of this Agreement. EI shall compensate GBP up to an additional \$15,000 upon completion of all deliverables as provided in Appendix A. The second payment will be calculated and distributed within 60 days after the end of the contract period OR within 60 days after the contract obligations are fulfilled (whichever is earlier).

Entire Agreement; Waiver; Modification

This agreement 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.

Brooke Wright
Vice President
Environmental Innovations
415-225-8807

Signature of Authorized Program Official
(Executive officer, or equivalent)
Name: _____
Title: _____
Organization: _____

Appendix A

Scope of Work and Compensation

The SBCCOG will be assisting EI in promoting and enrolling small and medium businesses into the SCE Simplified Savings Program. This SCE program provides a program specialist who will identify immediate energy-savings measures that can be installed at low- or no-cost. Technical experts conduct free on-site assessment, offer educational advice, and provide professional installations for qualified businesses – disadvantaged communities or hard-to-reach.

This contract provides up to \$20,000 total in up to two disbursements. The first payment of \$5,000 will be provided immediately upon completion of this signed contract and two days of training completed by at least two staff.

An additional \$300 per qualified SCE Simplified Savings Program for Small and Medium Business program enrollment will be provided for up to the total budget available in this contract.

Funding availability is based on performance of GBP. SCE may also choose to suspend or terminate the program due to funding availability. If, at any time, funding becomes unavailable to EI, the Program may be suspended or canceled without prior notice. Any earned referral fees will be distributed to GBP first, however.

Program Participants

Qualified enrollments are eligible businesses that complete enrollment online, including requisite lead opportunity notes and at least one photo per installation recommendation.

The GBP will specifically target DAC customers. EI reserves the right to pause customer recruitment with one week notice if participating customers do not meet EI's required customer participation targets. For GBPs, the targets are:

- 90% of all participating sites must be in a DAC.
- All non-DAC customers must self-certify as Hard-to-Reach (HTR) (see program website simplifiedsavingsmb.com for definitions).

Lead Generation

GBPs are responsible for providing qualified enrollments by:

- Generating leads through in-person, direct outreach at eligible business sites or events
- Contacting in person or by phone or email to existing members
- Incorporating enrollment into Green Business Certification energy audits
- Utilizing marketing materials shared through their marketing channels

- Sharing program information at virtual and in person events

GBPs are required to:

- Attend up to two days of training (may include in person and virtual)
- Utilize simplifiedsavingsmb.com to check address for eligibility and, if enrolling, to enroll.
- Invite EI to collaborate on or join existing outreach or events on at least a quarterly basis, giving EI the opportunity to shadow GBP staff in the field. GBP is not responsible for the participation of EI.
- Any staff engaged in program outreach must be able to demonstrate knowledge of the program, customer eligibility criteria, and a very clear understanding of the customer journey.
- Provide via a spreadsheet or via a virtual meeting a monthly report listing any businesses enrolled and total number of businesses reached. See Appendix B for a sample

Process for Deliverables

EI will coordinate training, scheduling in person and virtual training. If desired, EI will also support organizing an outreach campaign, using our existing Community Campaign model.

GBP will provide the following to the EI team no later than the last working day of each month in comma-separated values (CSV) or on a Google Sheet:

1. List of qualified enrollments (that are known) that include the following data points*. GBP is not responsible for obtaining information on qualified enrollment information. Information must be provided to the GBP and if done, the GBP will add to the report:
 - Business Name
 - Application number
 - Confirmation that the business meets HTR, DAC, or both (if language other than English, specify language and if translator is needed)

EI and GBP may review/analyze this data monthly together over a virtual or in person meeting. Updates on the status of past enrollments will be given at those meetings.

Appendix B
Monthly Report Template

Period start date:

Period end date:

Total number of businesses reached:

Total number of businesses enrolled:

Highlights:

Challenges:

Table of Enrollments since Contract Start (goal of 50)

| No. | Application Number | Enrollment Date | City | Additional Notes (Completed Green Business Certification? Other Details to share?) |
|------------|---------------------------|------------------------|-------------|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |