

CITY OF CLAREMONT
AGREEMENT FOR SUSTAINABILITY OUTREACH SERVICES WITH
SUSTAINABLE CLAREMONT
Fiscal Year 2019-2020

THIS AGREEMENT is made the 26th day of June 2019 between the City of Claremont, a public body, corporate and politic, hereinafter referred to as "City," whose address is 207 Harvard Avenue, Claremont, California 91711; and Sustainable Claremont, a California public benefit corporation, hereinafter referred to as "Sustainable Claremont," whose address is PO Box 1502, Claremont, California 91711.

Recitals

WHEREAS, the City has adopted a Sustainable City Plan intended to implement the goals of the Claremont General Plan related to the principles of sustainability; and

WHEREAS, the Sustainable City Plan identifies Sustainable Claremont as a local non-profit tasked with helping to implement the Plan through community engagement and education and assigns 58 specific actions or on-going activities for completion by Sustainable Claremont; and

WHEREAS, Sustainable Claremont has demonstrated its capabilities over the last ten years, strategically utilizing funding from the City, and their dedicated unpaid volunteers to carry out the duties assigned to it in the Sustainable City Plan; and

WHEREAS, the City and Sustainable Claremont are mutually desirous of jointly promoting sustainability to the Claremont community and the City agrees that limited additional funding will leverage the previous work and allow Sustainable Claremont to offer significantly higher levels of service to the City and community; and

WHEREAS, the City wishes to retain the services of Sustainable Claremont to provide education, public outreach, resource conservation program implementation, and advocacy services to the community.

NOW, THEREFORE, the City and Sustainable Claremont agree to the following:

Terms

- I. Retainer of Sustainable Claremont City retains Sustainable Claremont as an independent contractor where the personnel performing the services under this Agreement on behalf of Sustainable Claremont shall, at all times, be under Sustainable Claremont's exclusive direction and control. Sustainable Claremont shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of service under this Agreement and as required by law, and shall be responsible for all reports and obligations respecting them,

including but not limited to, social security, income tax withholding, unemployment insurance, and workers' compensation insurance.

- II. Contract Administration. The City Manager or designee of the City shall be the administrator of this Agreement on behalf of the City. Sustainable Claremont, in its capacity as an independent contractor, is responsible for the performance of each and all tasks to be performed hereunder.
- III. Services to be Rendered by Sustainable Claremont. Sustainable Claremont shall provide the following services under this Agreement:

- A. Sustainability Resource Center

General information and services concerning sustainability and resource conservation:

1. Respond to inquiries from the general public by providing information on a variety of subjects, including but not limited to, sustainability and resource conservation related issues, City government services and programs, sustainability related programs from Sustainable Claremont and other agencies, and community-wide and typical citizen consumption statistics. The objective is to handle all phone, walk-in, mail, and facsimile inquiries in an efficient and informative manner in the following classifications:
 - a. Phone calls requesting information
 - b. Walk-in's requesting general information
 - c. Mail, fax, e-mail response
 - d. City referrals
 - e. Brochures through the Sustainable Claremont office

Inquiries will be dealt with by Sustainable Claremont staff on a daily basis and will be recorded in a daily log. Activity figures will be reported to the City as part of the Sustainable Claremont's annual report.

2. Manage, update, and maintain Sustainable Claremont website with full range of information, including links to City meeting schedules and special events as provided by City. The objective shall be to update the Web Site on a twice a month basis to receive as many "accesses" per year as possible.
3. Produce, update, and maintain sustainability-related information materials which are concise, easy to read, professional, and stylish in design. These materials shall include: Claremont Home Energy Retrofit Program (CHERP) brochures, water conservation brochures, solid waste/recycling information, hazardous waste information, City

Sustainability Report Cards and flyers for upcoming events and Dialogs. These materials will be housed at the Sustainable Claremont office and distributed electronically and in printed form at community events.

4. Maintain current distribution network for distributing materials. The distribution materials will be different for each type of distribution point. The distribution points shall include the County Library, City Hall, Alexander Hughes Community Center, Sustainable Claremont office, and Claremont College sustainability offices.
5. Maintain a Calendar of sustainability related Events in the Sustainable Claremont Office and on the Sustainable Claremont website.
6. Develop sustainability-related events or activities for the community including:
 - a. Annual Earth Day Celebration and street fair in the Claremont Village or other location approved by the City Manager.
 - b. Monthly lectures (Sustainability Dialogs) or related workshops on a wide variety of sustainability and resource conservation topics (8-12 per year)
 - c. Special activities, workshops or lectures as opportunities arise (1-2 per year).
 - d. As allowed by the Claremont Courier, produce monthly Demystifying Sustainability articles in the Claremont Courier (8-12 per year)
7. Provide outreach efforts to the broader community utilizing regular mail and e-newsletters and social media updates to interested citizens (1,000 contacts per year).

B. Program Support Services

1. Develop local programs designed to attain community-wide goals and numeric targets established in the Sustainable City Plan. Utilize Sustainable Claremont staff and resources to coordinate and facilitate meetings with City officials, staff from other agencies, college faculty and students, and local businesses and service providers on sustainability-related matters to encourage creative and cooperative dialogue leading to community-wide programs that provide solutions to sustainability issues.
2. Work with regional, state and national level agencies to promote sustainability-related programs on a local level. Assist in the development and distribution of materials relating to programs from outside agencies and businesses that will help in the attainment of local sustainability targets and promote the cause of sustainability in the

community. Where applicable, track the amount of rebates and other incentives that these programs bring into the community.

3. Continue to promote existing programs. Continue promoting local programs such as the Claremont Energy Challenge, CHERP, Sustainability Dialogs, the Claremont Garden Club and DRIP through use of newsletter articles, public events, workshops, seminars and yard signs.
- C. Submit an annual report, which shall be due to the City by October 1st of each fiscal year, which includes an accurate and complete record of the number and nature of public inquiries and progress on other goals and support services required in this Agreement and conducted the preceding year. Present the annual report to the City Council on an agreed upon meeting date. In addition, Sustainable Claremont shall occasionally brief the City Council on other areas of mutual interest or reportable items as requested by the City. In addition, a Sustainable Claremont representative shall be made available to attend any City Council meeting at the request of City staff on areas pertaining to sustainability matters.

IV. Compensation

A. Fee for Services

Services shall be provided under this Agreement at a flat rate of \$25,000 for the period of July 1, 2019 through June 30, 2020.

B. Funds Not to Be Used for Political Campaigns.

No funds paid by the City will in any way be used for political ads, campaign activities or campaign contributions.

C. Invoices and Payment

Payment for basic services established herein shall be made in one lump-sum payment per fiscal year. Upon execution of this Agreement an invoice for the services proposed to be rendered will be due to the City within 30 days following July 1 of each fiscal year and according to the following schedule:

1. For services to be rendered July 1, 2019 - June 30, 2020, Sustainable Claremont shall submit an invoice to City on July 1, 2019 or within 90 days thereafter.

V. Additional Services of Sustainable Claremont. Sustainable Claremont shall be compensated for any additional services required by the City and not covered herein in the amounts and manner as agreed to by City and Sustainable Claremont at the time written (including e-mail) authorization is given to Sustainable Claremont by City staff to perform said services. Sustainable Claremont shall not

be additionally compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth in Section III hereof, unless such additional services are authorized in advance and compensation therefor established, in writing, by the City Manager or City Manager's designee. Any other modifications to this Agreement shall be made only through written agreement signed by the City Manager or City Manager's designee and Sustainable Claremont.

- VI. Term of This Agreement. Sustainable Claremont shall provide services as set forth in this Agreement for a one year period, unless earlier terminated pursuant to Section IX. Sustainable Claremont shall commence performance of the services specified hereunder on July 1, 2019. Services shall be completed through June 30, 2020, unless earlier terminated pursuant to Section IX.

- VII. Insurance. Sustainable Claremont shall obtain and maintain during the term of this Agreement all insurance required by this section, and shall submit to City certificates of insurance representing that such insurance is in force. Acceptance of the certificates by City shall not relieve Sustainable Claremont of any of the insurance requirements contained herein, nor decrease the liability of Sustainable Claremont.
 - A. Sustainable Claremont shall obtain and maintain for all employees performing services on this project during the term of this Agreement, workers' compensation, and employer's liability insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California.

 - B. Sustainable Claremont shall obtain and maintain during the term of this Agreement comprehensive automobile and general liability insurance that provide protection from claims that may arise from operations or performance under this Agreement. The amounts of insurance shall not be less than \$500,000 for comprehensive automobile and \$1 million for general liability insurance, and shall not be canceled unless 30 days written notice is provided to City. The City shall be named as "additional insured" on Sustainable Claremont's policy.

- VIII. Indemnification. Sustainable Claremont shall defend, indemnify, and hold harmless City and its officer and employees from and against any and all liability claims, suit, loss, damages, costs, and expenses, including attorney's fees arising out of or resulting from Sustainable Claremont's implementation of this Agreement thereof including, without limitation, any acts, errors, or omissions of Sustainable Claremont, its officers, employees, agents, or subcontractors in the performance of their services under this Agreement.

- IX. Termination. Sustainable Claremont may terminate this Agreement at any time, with or without cause, by giving 30 days' written notice to the City Manager or City Manager's designee. City may terminate this Agreement for Sustainable

Claremont's failure to comply with the terms of this Agreement, or other good cause shown, by giving 30 days' written notice to Sustainable Claremont.

- X. Compensation/Reimbursement Following Termination. In the event of termination pursuant to Section IX, Sustainable Claremont shall return the unused portion of City payments to City. Reimbursement to the City shall be based upon the number of months in the term (12) minus the number of months worked prior to termination. City shall be reimbursed \$2,083 per month for each full month remaining in term after termination.
- XI. Assignment. This Agreement shall not be assigned without the written consent of the City Manager or City Manager's designee.
- XII. Governing Law. This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of California, notwithstanding any California conflict of laws provision to the contrary.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

CITY OF CLAREMONT

SUSTAINABLE CLAREMONT

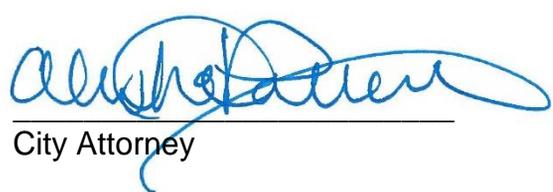
City Manager

Chairman of the Board

ATTEST:

APPROVED AS TO FORM

City Clerk



City Attorney