

PTSD

Contractor: California Climate Action Registry

Contract # 06-726

FUNDING FISCAL YEAR	FY 06-07	FY 07-08	
TERM	04/30/07-12/31/07	04/30/07-12/31/07	
Amd 1	04/30/07-12/30/08	04/30/07-12/30/08	
Amd 2	04/30/07-06/30/09	04/30/07-06/30/09	
Amd 3	04/30/07-06/30/10	04/30/07-06/30/10	
PCA	72720	72720	
LINE ITEM/OBJECT	418.20	418.20	TOTAL
DESCRIPTION	Technical analysis		

Contract \$	\$	380,044.04	\$	380,044.04
Amd. #1 - Time only			\$	-
Amd. #2 - Time & \$			\$	586,700.00
Amd. #3 - Time only (04/17/09 lld)			\$	-
	\$	41,383.47	\$	(41,383.47)
Total, Contract	\$	421,427.51	\$	545,316.53
			\$	966,744.04

Payments to Contractor:

Inv. #	Inv. Date	Ser Per		C/S
2027	03/07/08	04/07-06/07	73,128.55	73,128.55 C070663 ✓
1992	01/01/08	07/07-09/07	88,987.29	88,987.29 C080080 ✓
1986	01/31/08	10/07-12/07	35,203.22	35,203.22 C080080 ✓
2093	10/31/08	1/1/08-6/30/08	86,281.71	86,281.71 C080348 ✓
2122	1/15/09	NOV 08	45,478.65	45,478.65 C080524 ✓
2058	3/11/2009	DEC 08	27,057.55	27,057.55 C080593 ✓
2584	2/17/2009	JAN 09	35,354.33	35,354.33 C080681 ✓
2588	3/16/2009	FEB 09	29,936.21	29,936.21 C080681
2063	7/23/2009	March 09		22,049.45 C090040 ✓
2588	7/23/2009	Feb 09	29,936.21	29,936.21 C090040
2079	7/23/2009	April 09	19,294.92	19,294.92 C090086 ✓
1806	8/31/2009	Aug 09	32,076.85	32,076.85 C090213 ✓
2084	9/10/2009	May 09	30,792.30	30,792.30 C090213
2088A	9/10/2009	June 09	47,778.48	47,778.48 C090213
2094	9/10/2009	July 09	47,088.32	47,088.32 C090213

Total, Payments	\$	421,427.51	\$	229,016.53	650,444.04
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Balance Available to Pay Contractor	\$		\$	316,300.00	\$ 316,300.00
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Balance Must Be Spent By: 6/30/2009 6/30/2010

Notes:

Contract Manager: Doug Thompson

①



Climate Action Reserve
 523 West 6th Street, Ste. 428
 Los Angeles, CA 90014

CLIMATE
 ACTION
 RESERVE

Phone (213) 891-1444 - Fax (213) 623-6716

Invoice

Bill To
Climate Change Reporting Section Air Resources Board PO Box 2815 Sacramento, CA 95812 Attn: Karen Lutter

Date	Invoice #
8/31/2009	1806
Terms	
Net 30	

Description	Rate	Amount
August Invoice # 07-062 06-726 KX		
Labor:	18,340.92	18,340.92
Consulting: John Nickerson	12,110.00	12,110.00
Travel & Mtgs	1,625.93	1,625.93
<p><i>Invoice approved for payment 9-30-09 Karen Lutter ARB-PTSD (916) 322-8620</i></p>		
PLEASE REMIT TO THE FOLLOWING:		
Accounts Receivable		
Climate Action Reserve		
523 West 6th Street, Ste. 428		
Los Angeles, CA 90014		
Thank you! Tax ID #68-0477330	Total	\$32,076.85
	Payments/Credits	\$0.00
	Balance Due	\$32,076.85



CALIFORNIA Climate Action Registry
523 West 6th Street, Ste. 428
Los Angeles, CA 90014

Phone (213) 891-1444 - Fax (213) 623-6716

0070663

Invoice

Bill To
Doug Thompson, Manager Climate Change Reporting Section Air Resources Board PO Box 2815 Sacramento, CA 95812

Date	Invoice #
3/7/2008	2027

Terms
Net 30

06-7.26

Description	Rate	Amount
Total Hours worked from April to June 2007 (see attached: previously sent)	23,068.78	23,068.78
Irving Mintzer Group: Deliverable #1	15,000.00	15,000.00
Irving Mintzer Group final report a comparison of six monitoring and reporting systems in support of the ARB policy and Technical Services Division	15,000.00	15,000.00
Reimbursable travel expenses	5,810.19	5,810.19
Overhead	9,458.20	9,458.20
G& A expenses	2,484.50	2,484.50
fees	2,306.878	2,306.88

PLEASE REMIT TO THE FOLLOWING:
Accounts Receivable
California Climate Action Registry
523 West 6th Street, Ste. 428
Los Angeles, CA 90014

Thank you!
Tax ID #68-0477330

Total	\$73,128.55
Payments/Credits	\$0.00
Balance Due	\$73,128.55

RECEIVED
FISCAL BRANCH

2008 MAR 11 AM 7:35

Approval
W. H. ...

California Climate Action Registry
 Billing Details - ARB Agreement #06-726
 Hours and Expenses July 1 thru September 30, 2007

Employee	Description	Rate	Hours	Amount
TASK 1				
Markolf, Derek	Working with ARB staff to scope out future work, Reviewing mandatory reporting regulations development process, forestry verification activities, participate in and attend workgroup meetings, develop/comparison documents between CCAR and ARB regulations	\$48.79	30	\$1,463.70
Wittenberg, Diane	Genl project mgmt, meetings in Sacramento, review and preparation of CARB white paper of Registry work completed and possible future work; contract supervision, revision and review, Attend Forestry protocols presentation	\$117.06	41	\$4,799.46
Camp, Robyn	Preparation of verification proposals, draft concept, review ARB issues, draft ARB verification, prep and attend ARB public workshop, review draft regulations, discuss Forestry protocol issues with Doug Wickizer and Sam Hitz, review certification protocol, lead certifier call preparation and hosting, discuss transition for Registry members to mandatory reporting	\$64.19	34.5	\$2,214.56
Hitz, Sam	Debrief staff on CARB tasks, coordinate call with ARB staff, coordinate transition	\$69.18	16	\$1,106.88
Gero, Gary	General project management, oversee, manage and review protocol development, white paper development, meetings and conference calls	\$96.28	62	\$5,969.36
McCormick, Mike	Review of URS refinery and natural gas discussion paper, preparation for anparticipate in conference calls and meetings regarding natural gas protocol development and ARB mandatory reporting regulations for refinery sector	\$36.75	36.75	\$1,350.56
TASK 1 - TOTAL JULY 1 TO SEPTEMBER 30			220.25	\$16,904.52
				Travel Expenses
				Overhead
				G&A Expense
				Fee
TASK 1 Total				\$27,474.12
TASK 2				
Camp, Robyn	Brief overview of draft verification scheme	\$64.19	0.5	\$32.10
TASK 2 - TOTAL JULY 1 TO SEPTEMBER 30			0.5	\$32.10
				Travel Expenses
				Overhead
				G&A Expense
				Fee

California Climate Action Registry
 Billing Details - ARB Agreement #06-726
 Hours and Expenses July 1 thru September 30, 2007

Employee	Description	Rate	Hours	Amount
	TASK 2 Total			\$51.92
TASK 3				
Hitz, Sam	Review local government workplan, Discuss nat gas status with M McCormick and D Markolf, Discuss oil and gas scoping paper with M McCormick	\$69.18	3	\$207.54
Gero, Gary	Consult with state agencies and land use subcommittee of the Climate Action Team, conference calls, travel to ICLEI in Oakland, worked with local governments and other international stakeholders to draft scoping paper for quantifying inventory of GHG emission from municipal operations and communities as a whole	\$96.28	94.5	\$9,098.46
Markolf, Derek	Managing workgroup, conduct workgroup conference calls, review and comment on discussion paper, attend PUC natural gas sector meeting, development of draft protocol, prep and attend ARB & PUC workshops, review and comment on natural gas and refinery discussion paper, technical discussion groups	\$48.79	138.5	\$6,757.42
	TASK 3 - TOTAL JULY 1 TO SEPTEMBER 30		236	\$16,063.42
	Contractor costs			\$30,686.00
	Travel Expenses			\$1,062.13
	Overhead			\$6,586.00
	G&A Expense			\$1,730.03
	Fee			\$1,606.34
	TASK 3 Total			\$57,733.92
TASK 4				
Wittenberg, Diane	conference calls and meetings regarding use of adapted CARROT reporting tool for mandatory reporting	\$117.05	7	\$819.35
Camp, Robyn	conference calls & meetings regarding the CARROT reporting tool, meeting with developer, compile decision matrix for ARB memo	\$64.19	13.5	\$866.57
	TASK 4 - TOTAL JULY 1 TO SEPTEMBER 30		20.50	\$1,685.92
	Travel Expenses			\$1,000.00
	Overhead			\$691.23
	G&A Expense			\$181.57
	Fee			\$168.59
	TASK 4 Total			\$3,727.30
	Grand Total		477.25	\$88,987.26

PENALTY CALCULATION

STD. 208 (REV. 1-2000)

Prepare an original and two copies

STATE AGENCY NAME

Air Resources Board

CONTACT PERSON (Print)

Guy Harman

TELEPHONE NUMBER

322-9390

CONTRACTOR/VENDOR

California Climate Action Registry

INVOICE NUMBER

1992

INVOICE DATE

01/01/08 01/05/08

REFERENCE NUMBER(S)

06-726

CLAIM SCHEDULE NUMBER

C080080 06/07

PART A: PENALTY CALCULATION

STEP 1:

Required Payment Approval Date

02/03/08

STEP 2:

Amount Subject to Penalty (Excluding Sales Tax)

88,987.29

Daily Interest Rate

.0025

STEP 3:

Penalty Per Day (Multiply Step 2 by Daily Interest Rate)

222.47

STEP 4:

Number of Days Penalized

184

07/05/08

STEP 5:

Penalty Amount (Multiply Step 3 by Step 4) Enter the result here

\$ 40,934.48

Enter the Penalty amount below when the penalty is:

- To a small business; or
- Over \$75.00 for all other businesses

PART B: TOTAL PAYMENT

PENALTY AMOUNT (From Step 5)—Enter on Remittance Advice

\$ 40,934.48

TOTAL INVOICE AMOUNT (Including Tax)—Enter on Remittance Advice

\$ 88,987.29

TOTAL DUE TO VENDOR—Enter on Remittance Advice

\$ 129,921.77

held by contract manager



CALIFORNIA Climate Action Registry
 523 West 6th Street, Ste. 428
 Los Angeles, CA 90014

Phone (213) 891-1444 - Fax (213) 623-6716

OK to pay
D. Lopez

Invoice

Bill To
Doug Thompson, Manager Climate Change Reporting Section Air Resources Board PO Box 2815 Sacramento, CA 95812

Date	Invoice #
1/31/2008	1986

POD AUG 1 2008

P.O. No.	Terms
AGREEMENT #06-726	Net 30

Total Hours	Description	Rate	Amount
	Total Hours Worked October-December (SEE ATTACHED)	15,762.64	15,762.64
	Contractor Fees - URS	9,704.00	9,704.00
	Overhead	6,462.68	6,462.68
	G&A Expenses	1,697.64	1,697.64
	Fee	1,576.26	1,576.26
Thank you! Tax ID 68-0477330		Total	\$35,203.22

California Climate Action Registry
 Billing Details - ARB Agreement #06-726
 Hours and Expenses October 1, through December 31, 2007

Personnel	Description	Rate	Hours	Amount
TASK 1				
Wittenberg, Diane	go to SAC for CARB meeting	\$117.06	9.5	\$1,112.07
Gero, Gary	forestry with Nickerson	\$96.28	62.5	\$6,017.50
Markolf, Derek	CARB Board meeting - testimony	\$48.79	22	\$1,073.38
Camp, Robyn	Meeting with CSA, verification framework - meet with Rajinder Sahota,	\$64.19	4	\$256.76
Partridge, Syd	ARB Draft Mandatory Reporting Reg. comparison, New ARB-Reporting Reg Summary/Comparison, ARB Reg summary work	\$31.36	55	\$1,724.80
Total Hours Task 1: 10/07-12/07			153	\$10,184.51
TASK 2				
Partridge, Syd	CARB Progress Report	\$31.36	2	\$62.72
Total Hours Task 2: 10/07-12/07			2	\$62.72
TASK 3				
Lindsay, Jeannette	9-3 - revise CARB billing;	\$55.83	2	\$111.66
Gero, Gary	US Conf of Mayors Climate Change Summit, conf call with Goldstene, LUSCAT	\$96.28	37	\$3,562.36
Tornek, Rachel	Call with ARB, Slides for US mayors conference, Review ICLEI protocol & workgroups list, LUSCAT call, Protocol scoping meeeting in Santa Fe	\$48.79	35.17	\$1,715.94
Partridge, Syd	Protocol development work: conference call, discussion	\$31.36	4	\$125.44
Total Hours Task 3: 10/07-12/07			78.17	\$5,515.40
Total Hours Worked			233.17	\$15,762.63
				Contractor : URS \$ 9,704.00
				Travel Expense \$0.00
				Overhead \$6,462.68
				G&A Expenses \$1,697.64
				Fees \$1,576.26
Task 1 Total				<u>\$35,203.22</u>

PENALTY CALCULATION

STD-208 (REV. 1-2000)

Prepare an original and two copies

STATE AGENCY NAME

Air Resources Board

CONTACT PERSON (Print)

Guy Harman

TELEPHONE NUMBER

322-9390

CONTRACTOR/VENDOR

California Climate Action Registry

INVOICE NUMBER

1986

INVOICE DATE

01/31/08 02/04/08

REFERENCE NUMBER(S)

06-726

CLAIM SCHEDULE NUMBER

C080080 06/07

PART A: PENALTY CALCULATION

STEP 1:	Required Payment Approval Date	03/06/08
STEP 2:	Amount Subject to Penalty (Excluding Sales Tax)	35,203.22
	Daily Interest Rate0025
STEP 3:	Penalty Per Day (Multiply Step 2 by Daily Interest Rate)	88.01
STEP 4:	Number of Days Penalized	152 07/05/08
STEP 5:	Penalty Amount (Multiply Step 3 by Step 4) Enter the result here	\$ 13,377.52

Enter the Penalty amount below when the penalty is:

- To a small business; or
- Over \$75.00 for all other businesses

PART B: TOTAL PAYMENT

PENALTY AMOUNT (From Step 5)—Enter on Remittance Advice	\$ 13,377.52
TOTAL INVOICE AMOUNT (Including Tax)—Enter on Remittance Advice	\$ 35,203.22
TOTAL DUE TO VENDOR—Enter on Remittance Advice	\$ 48,580.74

Held by Contract manager



California Climate Action Registry

523 West 6th Street
Suite 428
Los Angeles, CA 90014

Invoice

Date
7/23/2009

Name / Address
Climate Change Reporting Section Air Resources Board PO Box 2815 Sacramento, CA 95812 Attn: Karen Lutter

Ref: Number
2063

Description	Total
Contract Services : March (#06-726) 2009 Labor & Fringe Consulting: John Nickerson Less: (J. Nickerson) Mtgs & Travel	9,051.45 13,965.00 -1,785.00 818.00
<p><i>Approved for payment, Karen Lutter - PTSD 7/23/09</i></p>	
PLEASE REMIT TO THE FOLLOWING: Accounts Receivable California Climate Action Registry 523 West 6th Street, Suite 428 Los Angeles, CA 90014	
Thank You! Tax ID # 68-0477330	Total \$22,049.45

RCVD JUL 23 2009



California Climate Action Registry

523 West 6th Street
Suite 428
Los Angeles, CA 90014

Invoice

Date
7/23/2009

Name / Address
Climate Change Reporting Section Air Resources Board PO Box 2815 Sacramento, CA 95812 Attn: Karen Lutter

Ref: Number
2079

Description	Total
Contract Services : April (#06-726) 2009	
Labor & Fringe	9,157.80
Consulting: John Nickerson	8,155.00
Mtgs & Travel	1,982.12
<p><i>Approved for Payment Karen Lutter - PTSD 7/28/09</i></p> <p>This invoice has been checked against our records and found to be the original claim presented for payment, and payment has not been previously made. We have recorded this payment to prevent a duplicate payment later.</p> <p style="text-align: center;">PP _____ Accounting Officer</p>	
<p>PLEASE REMIT TO THE FOLLOWING: Accounts Receivable California Climate Action Registry 523 West 6th Street, Suite 428 Los Angeles, CA 90014</p>	
<p>Thank You! Tax ID # 68-0477330</p>	<p>Total \$19,294.92</p>



Climate Action Reserve

523 West 6th Street
Suite 428
Los Angeles, CA 90014

Invoice

Date	Estimate #
9/10/2009	2084

ATTN: ACCOUNTS PAYABLE

Climate Change Reporting Section
Air Resources Board
PO Box 2815
Sacramento, CA 95812
Attn: Karen Lutter

Description	Total
May Invoice #07062 - <i>06-720 KR</i> Labor Consulting: John Nickerson Travel & Mtgs	17,789.35 10,710.00 2,292.95
<i>Invoice approved 9-30-09 Karen Lutter ARB-PTSD (916) 322-8620</i>	
Total	\$30,792.30



Climate Action Reserve

523 West 6th Street
Suite 428
Los Angeles, CA 90014

Invoice

Date	Estimate #
9/10/2009	2088A

ATTN: ACCOUNTS PAYABLE

Climate Change Reporting Section
Air Resources Board
PO Box 2815
Sacramento, CA 95812
Attn: Karen Lutter

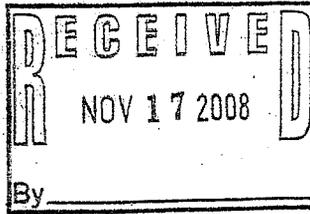
Description	Total
June # 07-062 <i>06-726 KR</i> Labor Consulting : John Nickerson Augustus Kent Travel & Mtgs	25,819.55 10,815.00 9,450.00 1,693.93
<i>Invoice approved for Payment 9-30-09 Karen Lutter ARB -PTSD (916)322-8620</i>	
	Total \$47,778.48

RECEIVED 12003



California Climate Action Registry

523 West 6th Street
Suite 428
Los Angeles, CA 90014



E:Invoice

Date	Ref: Number
10/31/2008	2093

ATTN: ACCOUNTS PAYABLE

Doug Thompson, Manager
Climate Change Reporting Section
Air Resources Board
PO Box 2815
Sacramento, CA 95812

CO80348

RCVD NOV 25 2008

06-754

Description	Total
January through March	0.00
Labor & Fringe	36,432.90
Mtgs & Conference Calls	399.93
Consulting: John Nickerson	36,637.50
Sam Hitz	12,750.00
Travel: Exceeded budgeted amount	0.00
Postage & Delivery	61.38
<i>ok to pay per Doug Thompson</i>	
Total	\$86,281.71



Climate Action Reserve
 523 West 6th Street
 Suite 428
 Los Angeles, CA 90014

Invoice

Date	Estimate #
9/10/2009	2094

ATTN: ACCOUNTS PAYABLE

Climate Change Reporting Section
 Air Resources Board
 PO Box 2815
 Sacramento, CA 95812
 Attn: Karen Lutter

Description	Total
July Invoice # 07-062 <i>06-726 KL</i>	16,394.24
Labor	16,975.00
Consulting: John Nickerson	13,479.25
URS	239.83
Travel & Mtgs	
<p><i>Invoice approved for payment 9-30-09 Karen Lutter ARB-PTSD (916) 322-8620</i></p>	
	<p>REVD OCT 1 2009</p>
Total	\$47,088.32



CALIFORNIA Climate Action Registry
 523 West 6th Street, Ste. 428
 Los Angeles, CA 90014

Phone (213) 891-1444 - Fax (213) 623-6716

Invoice

C080524

Bill To	ACCOUNTS PAYABLE
Climate Change Reporting Section Air Resources Board PO Box 2815 Sacramento, CA 95812	

Date	Invoice #
1/15/2009	2122

Terms
Net 30

06-726

Description	Rate	Amount
November 2008		0.00
Labor & Fringe	12,194.73	12,194.73
Consulting: John Nickerson	10,885.00	10,885.00
Sam Hitz	200.00	200.00
ICLEI USA	20,000.00	20,000.00
Conference Call & Travel	2,198.92	2,198.92
	0.00	0.00

*Okay to pay
 Karen Zutter
 ARB-PTSD
 2-11-09*

PLEASE REMIT TO THE FOLLOWING:
 Accounts Receivable
 California Climate Action Registry
 523 West 6th Street, Ste. 428
 Los Angeles, CA 90014

Thank you!
 Tax ID #68-0477330

Total	\$45,478.65
Payments/Credits	\$0.00
Balance Due	\$45,478.65

RCUD FILE



CALIFORNIA Climate Action Registry
 523 West 6th Street, Ste. 428
 Los Angeles, CA 90014
 Phone (213) 891-1444 - Fax (213) 623-6716

Invoice

DUPLICATE APR 21 2009

COPY

Date	Invoice #
2/27/2009	2584

Bill To	ACCOUNTS PAYABLE
Climate Change Reporting Section Air Resources Board PO Box 3815 Sacramento, CA 95812	

Terms
Net 30

Description	Rate	Amount
Contract Service : January # 06-726		
Labor and Fringe	23,177.22	23,177.22
Consulting : John Nickerson	9,870.00	9,870.00
Meeting & Conferencing	561.11	561.11
Travel:	1,746.00	1,746.00
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p><i>approved for payment Karen Lutes, ARB-PTSD 4-20-09</i></p> </div>		
PLEASE REMIT TO THE FOLLOWING: Accounts Receivable California Climate Action Registry 523 West 6th Street, Ste. 428 Los Angeles, CA 90014		

Thank you! Tax ID #68-0477330	Total	\$35,354.33
	Payments/Credits	\$0.00
	Balance Due	\$35,354.33



CALIFORNIA Climate Action Registry
 523 West 6th Street, Ste. 428
 Los Angeles, CA 90014

Phone (213) 891-1444 - Fax (213) 623-6716

COPY

Invoice

RCVD APR 21 2009

Bill To ACCOUNTS PAYABLE
Climate Change Reporting Section Air Resources Board PO Box 2815 Sacramento, CA 95812

Date	Invoice #
3/16/2009	2588

Terms
Net 30

Description	Rate	Amount
Contract services : February #06-726	0.00	0.00
Labor and Fringe	8,179.86	8,179.86
Consulting: John Nickerson	17,050.00	17,050.00
Meeting & conferencing	915.31	915.31
Travel:	3,791.04	3,791.04
<div style="border: 1px solid black; border-radius: 15px; padding: 10px; width: fit-content; margin: 0 auto;"> <p><i>approved for payment, Karen Lutter, ARB-PTSD 4-20-09</i></p> </div>		
PLEASE REMIT TO THE FOLLOWING: Accounts Receivable California Climate Action Registry 523 West 6th Street, Ste. 428 Los Angeles, CA 90014		

Thank you! Tax ID #68-0477330	Total	\$29,936.21
	Payments/Credits	\$0.00
	Balance Due	\$29,936.21

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 4 Pages

AGREEMENT NUMBER 06-726	AMENDMENT NUMBER 2
REGISTRATION NUMBER: 39000507215760.2	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Air Resources Board
 CONTRACTOR'S NAME
California Climate Action Registry
- The term of this Agreement is April 30, 2007 through June 30, 2009
- The maximum amount of this Agreement after this amendment is: \$966,744.04
Nine Hundred Sixty-Six Thousand Seven Hundred Forty-four dollars and four cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This amendment extends the term of the Agreement by 6 months, for additional tasks, as specified in Exhibit A, Attachment 4 – Additional Tasks, attached hereto and incorporated herein.

Item No. 2 is amended to now read:

The term of this agreement is April 30, 2007 through June 30, 2009.

Exhibit A, Contract Term, is amended to now read:

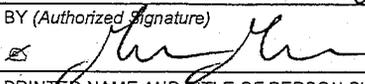
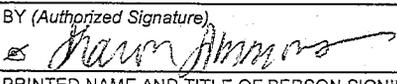
The contract term will be from April 30, 2007 through to June 30, 2009.

The effective date of this amendment is June 30, 2008.

This amendment increases the original contract's dollar amount of \$380,044.04 by \$586,700.00.
 The maximum amount of this agreement is \$966,744.04.

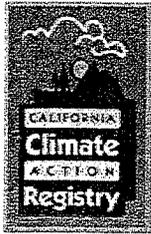
All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only <div style="border: 2px solid black; padding: 10px; text-align: center;"> APPROVED DEC 10 2008 DEPT OF GENERAL SERVICES </div> <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>California Climate Action Registry</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>July 8, 2008</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Gary Gero, Acting President</u>		
ADDRESS <u>523 West Sixth Street, #428, Los Angeles, CA 90014</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Air Resources Board</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>11/6/08</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Socorro Watkins, Chief, Business Management Branch</u>		
ADDRESS <u>P.O. Box 2815, Sacramento, CA 95812</u>		
<u>Sharon Simmons</u> Contract Services Section Manager Air Resources Board		

ARB

Exhibit A, Attachment 4 – Additional Tasks



**California Climate Action Registry
 Proposal for Enhancements to the ARB Contract**

Total Proposed Contract Enhancements: **\$586,700**
 Contract Extension Timeline: June 30, 2009

Task 1 - Local Government Protocol Development

Building on the work performed under the current contract, CCAR would first develop an entity-wide reporting protocol for use by California and other local governments to provide specific guidance on issues unique to local municipal operations. In the second phase, CCAR would develop a guidance protocol document for conducting inventories of community-wide emissions in California and elsewhere. These efforts would be developed in partnership with ICLEI and would build on and refine the work that ICLEI is now undertaking with the assistance of CCAR and others. Each of these efforts will be conducted in accordance with the Registry's open and transparent workgroup/stakeholder process. *Deliverable: Local government operations protocol with California-specific elements.*

Timing and Cost: One year at a total cost of \$198,500

Municipal Operations Protocol					
<i>Employee</i>	<i>Total Hours</i>	<i>Rate/Hr</i>	<i>Personnel Cost</i>	<i>Travel</i>	<i>Total Cost</i>
Senior Policy Manager	480	\$75	\$ 36,000	\$ 4,800	\$ 40,800
Policy Associate	240	\$60	\$ 14,400	\$ 2,400	\$ 16,800
President	120	\$150	\$ 18,000	\$ 1,200	\$ 19,200
Associated Specialist Labor	260	\$75	\$ 19,500	\$ 500	\$ 20,000
Office Manager	60	\$50	\$ 3,000		\$ 3,000
Subtotal	1160		\$ 90,900	\$ 8,900	\$ 99,800

Community Protocol					
<i>Employee</i>	<i>Total Hours</i>	<i>Rate/Hr</i>	<i>Personnel Cost</i>	<i>Travel</i>	<i>Total Cost</i>
Senior Policy Manager	600	\$75	\$ 45,000	\$ 6,000	\$ 51,000
Policy Associate	300	\$60	\$ 18,000	\$ 3,000	\$ 21,000
President	150	\$150	\$ 22,500	\$ 1,200	\$ 23,700
Office Manager	60	\$50	\$ 3,000		\$ 3,000
Subtotal	1110		\$ 88,500	\$ 10,200	\$ 98,700
TOTAL	2270		\$ 179,400	\$ 19,100	\$ 198,500

Task 2 – Natural Gas Maintenance Operations Project Protocol Research

CCAR has identified an opportunity to achieve significant methane reductions through conducting research to contribute to future development of a project protocol that would create an incentive to prevent the venting of natural gas to the atmosphere from pipelines undergoing routine maintenance operations. CCAR shall conduct preliminary research, conduct stakeholder scoping activities, and draft a scoping paper that would help define the project activity, define emission quantification approaches and challenges, identify data acquisition needs, and evaluate best practices.

Deliverable: Natural gas maintenance operations project protocol scoping paper.

Timing and Cost: Eight months at a total cost of \$25,600

Natural Gas O&M - Project Protocol					
<i>Employee</i>	<i>Total Hours</i>	<i>Rate/Hr</i>	<i>Personnel Cost</i>	<i>Travel</i>	<i>Total Cost</i>
Senior Policy Manager	80	\$75	\$ 6,000	\$ 1,200	\$ 7,200
Policy Associate	40	\$60	\$ 2,400	\$ 600	\$ 3,000
Associated Specialist Labor	100	\$130	\$ 13,000		\$ 13,000
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Total	750		\$ 23,200	\$ 1,800	\$ 25,600

Task 3 – Wastewater Entity Reporting Protocol

CCAR would establish and manage a working group, develop a scoping document and discussion papers, prepare a draft protocol, and complete a final entity-wide reporting protocol for the wastewater sector through a robust stakeholder process. It is assumed that this initial task would be focused on process emissions only, but that it could subsequently be used to develop a more robust project protocol for the wastewater sector. *Deliverables: 1) Scoping document; 2) Discussion papers; 3) California-specific wastewater entity reporting protocol.*

Timing and Cost: TBD based on discussions with ARB and the wastewater industry.
 Total cost of \$72,600.

Wastewater Protocol					
<i>Employee</i>	<i>Total Hours</i>	<i>Rate/Hr</i>	<i>Personnel Cost</i>	<i>Travel</i>	<i>Total Cost</i>
Senior Policy Manager	320	\$75	\$ 24,000	\$ 4,800	\$ 28,800
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Total	780		\$ 64,800	\$ 7,800	\$ 72,600

Task 4 – Forestry Protocols

Additional work in the forestry sector would proceed by re-convening a workgroup to expand the applicability of CCAR’s existing forestry protocols to public lands and working forests and to streamline and improve the usability of the forest protocols.

Deliverable: Updated protocols for forestry sector.

Timing and Cost: Twelve months at a total cost of \$185,900

Forestry Protocols Update Process (including Urban Forests)					
<i>Employee</i>	<i>Total Hours</i>	<i>Rate/Hr</i>	<i>Personnel Cost</i>	<i>Travel</i>	<i>Total Cost</i>
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Associated Specialist Labor	1560	\$70	\$ 109,200	\$ 22,100	\$ 131,300
President	200	\$150	\$ 30,000	\$ 1,800	\$ 31,800
Office Manager	60	\$50	\$ 3,000		\$ 3,000
Total	1980		\$ 153,000	\$ 32,900	\$ 185,900

Task 5 – Oil and Gas Exploration and Production Protocol

CCAR will provide technical and policy support for the development of an entity reporting protocol for Oil and Gas exploration and production activities, and will engage stakeholders and others to bring this protocol to the CCAR Board for approval. CCAR will also work with ARB to ensure the methodology meets regulatory requirements and will help to facilitate inclusion of the protocol into ARB’s reporting regulation.

Deliverable: Oil and Gas Exploration and Production Reporting Protocol with California-specific elements.

Timing and Cost: Eight months at a total cost of \$14,100.

Oil & Gas E&P Protocol					
<i>Employee</i>	<i>Total Hours</i>	<i>Rate/Hr</i>	<i>Personnel Cost</i>	<i>Travel</i>	<i>Total Cost</i>
Senior Policy Manager	100	\$75	\$7,500	\$1,200	\$8,700
Policy Associate	60	\$60	\$3,600	\$1,200	\$4,800
President	4	\$150	\$ 600		\$ 600
Total	132		\$10,200	\$2,400	\$14,100

Task 6 – Air Resources Board Representation at CCAR Annual Conference

Provide exhibition space and two registrations plus recognition for the Air Resources Board at the California Climate Action Registry Annual Conference.

Cost: Three day event at a total cost of \$10,000.

Task 7 – Coordinate Meetings with Developing Country Delegates at COP-13

This project is to identify key senior delegates from leading developing countries and decision-makers from other institutions who will be in attendance at COP-13 and to prepare and convene meetings with these developing country delegates and decision-makers at times and locations that are convenient for the delegation of state officials attending the Bali Conference. The key deliverables from this project will include the actual meetings with developing country delegates and decision-makers and a brief summary report. Includes other related tasks as assigned, including convening discussions with verification entities. *Deliverable: Summary report on meetings with delegates and decision-makers from developing countries and other institutions.*

Timing and Cost: At COP-13 event with follow up report at a total cost of \$10,000.

Task 8 – Voluntary Early Reductions Project Protocol Evaluation and Consultation

In partnership with the ARB, CCAR would assist in the development of evaluation criteria and provide technical assistance in the assessment of voluntary projects aimed at reducing GHG emissions. Evaluation of projects would include analysis of technical feasibility, technical merits, and potential for emission reductions or energy intensity decrease. A report summarizing project work and recommendations shall be submitted to ARB. CCAR may also track emission reductions from voluntary early projects, until the ARB Board adopts the Scoping Plan, or until such time when ARB determines it will incorporate its own tracking mechanisms for GHG emission reductions. CCAR will also provide consultation on voluntary early action processes and procedures in partnership with ARB or local California air districts as determined by ARB. *Deliverable: Report on evaluation of voluntary GHG reduction projects.*

Timing and Cost: TBD at a cost not to exceed of \$50,000.

Task 9 – Other Related Tasks as Assigned

Provides authority for ARB to assign other related duties as necessary, including but not limited to conducting pre-development scoping for additional entity or project protocols, convening stakeholder or other workgroup meetings, conducting research or other analyses on quantification and reporting of emissions, assessing verification and accreditation standards, and preparing reports, guidelines or standards related to GHG emission inventories and emission reduction project activities.

Timing and Cost: TBD at a cost not to exceed of \$20,000.

A AGREEMENT SUMMARY
STD 215 (Rev 4/2002)

AGREEMENT NUMBER	AMENDMENT NUMBER
06-726	2

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME California Climate Action Registry	2. FEDERAL I.D. NUMBER 68-0477330
--	--------------------------------------

3. AGENCY TRANSMITTING AGREEMENT Air Resources Board (ARB)	4. DIVISION, BUREAU, OR OTHER UNIT Planning & Technical Support Div.	5. AGENCY BILLING CODE 64700
---	---	---------------------------------

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT
Grace Parker (916) 322-4349

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 NO YES (If YES, enter prior contractor name and Agreement Number) 06-726 – Original
 California Climate Action Registry

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
Amendment adds tasks, time, and money

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
 This amendment adds time and money for additional critical tasks similar to original contract. Contractor will perform critical technical analyses for ARB to develop reporting mechanisms and protocols for local governments, natural gas maintenance operations, wastewater entities, forestry, and voluntary early reduction protocols. Amendment also includes representation for ARB at CCAR Annual Conference; and coordination of meetings with developing county delegates; and complete other tasks related to implementing California's Global Warming Solutions Act of 2006 (Health & Safety Code § 38500 et seq.).

10. PAYMENT TERMS (More than one may apply.)
 MONTHLY FLAT RATE QUARTERLY ONE -TIME PAYMENT PROGRESS PAYMENT
 ITEMIZED INVOICE WITHHOLD _____ % ADVANCED PAYMENT NOT TO EXCEED
 REIMBURSEMENT/REVENUE \$ _____ or _____ %
 OTHER (Explain) _____

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
MVA	3900-001-0044	07/08	171	2007	\$ 586,700
					\$
					\$

OBJECT CODE 418.20-72720 AGREEMENT TOTAL \$ 966,744.04

OPTIONAL USE AMOUNT ENCUMBERED BY THIS DOCUMENT
\$ 586,700.00

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above. PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
\$ 380,044.04

ACCOUNTING OFFICER'S SIGNATURE  DATE SIGNED 7/23/08 TOTAL AMOUNT ENCUMBERED TO DATE
\$ 966,744.04

12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	Upon DGS approval	12/31/07	\$ 380,044.04	Sole Source
Amendment No. 1	4/30/07	12/30/08	\$ 0.00	Exempt
Amendment No. 2	4/30/07	6/30/09	\$ 586,700.00	Sole Source
Amendment No. 3			\$	
TOTAL			\$ 966,744.04	

(Continue)

AGREEMENT SUMMARY

STD. 215 (NEW 02/98)

13. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP) INVITATION FOR BID (IFB) USE OF MASTER SERVICE AGREEMENT

(Attach justification if secondary method is used)

- SOLE SOURCE CONTRACT EXEMPT FROM BIDDING OTHER *(Explain)*

*(Attach STD. 821)**(Give authority for exempt status)*

NOTE: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached.

14. SUMMARY OF BIDS *(List of bidders, bid amount and small-business status) (If an amendment, sole source, or exempt, leave blank)*15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

ARB staff has determined that CCAR rates are substantially less than private sector companies for similar analytical work. Please see Price Analysis on the NCB justification form for detailed explanation.

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

GC § 19130(b)(3): the services contracted are of such a highly specialized and technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system. Additionally, Health & Safety Code § 38530 requires that the ARB incorporate the standards and protocols developed by the Registry, "where appropriate and to the maximum extent feasible." Governor Schwarzenegger's Executive Order S-20-06 states that ARB "shall work with the California Climate Action Registry to develop reporting and reduction protocols" of greenhouse gas emissions.

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

- NO YES N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

- NO YES N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

- NO YES NONE ON FILE N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. CONTRACTOR CERTIFICATION CLAUSES B. STD. 204, VENDOR DATA RECORD
- NO YES N/A NO YES N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

- NO YES N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

- NO *(Explain below)* YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

- Good faith effort documentation attached if 3% goal is not reached.

- We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

Exempt per SCM Volume 1, § 8.12.A.2.

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

- NO YES *(Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*

- NO YES

Although the original agreement was less than one year, it was necessary to amend for more than one year to accomplish the tasks required to meet the deadline required by statute.

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

Sharon Simmons, Manger, Contract Services Section

DATE SIGNED

7/22/08

AGREEMENT SUMMARY

STD. 215 (NEW 02/98)

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- REQUEST FOR PROPOSAL (RFP) INVITATION FOR BID (IFB) USE OF MASTER SERVICE AGREEMENT
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- NO YES NONE ON FILE N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. CONTRACTOR CERTIFICATION CLAUSES NO YES N/A
- B. STD. 204, VENDOR DATA RECORD NO YES N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

- NO YES N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

- NO *(Explain below)* YES *(If YES complete the following)*

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- Good faith effort documentation attached if 3% goal is not reached.
- We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

Exempt per SCM Volume 1, § 8.12.A.2.

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I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

Sharon Simmons, Manger, Contract Services Section

DATE SIGNED

7/22/08

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 4 Pages

AGREEMENT NUMBER 06-726	AMENDMENT NUMBER 2
REGISTRATION NUMBER: 39000507215760.2	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Air Resources Board
 CONTRACTOR'S NAME
California Climate Action Registry
- The term of this Agreement is April 30, 2007 through June 30, 2009
- The maximum amount of this Agreement after this amendment is: \$966,744.04
Nine Hundred Sixty-Six Thousand Seven Hundred Forty-four dollars and four cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This amendment extends the term of the Agreement by 6 months, for additional tasks, as specified in Exhibit A; Attachment 4 – Additional Tasks, attached hereto and incorporated herein.

Item No. 2 is amended to now read:

The term of this agreement is April 30, 2007 through June 30, 2009.

Exhibit A, Contract Term, is amended to now read:

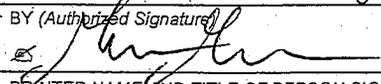
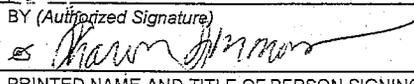
The contract term will be from April 30, 2007 through to June 30, 2009.

The effective date of this amendment is June 30, 2008.

This amendment increases the original contract's dollar amount of \$380,044.04 by \$586,700.00.
 The maximum amount of this agreement is \$966,744.04.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only <div style="border: 2px solid black; padding: 10px; text-align: center;"> APPROVED DEC 10 2008 DEPT OF GENERAL SERVICES </div>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>California Climate Action Registry</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>July 8, 2008</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Gary Gero, Acting President</u>		
ADDRESS <u>523 West Sixth Street, #428, Los Angeles, CA 90014</u>		
STATE OF CALIFORNIA		<input type="checkbox"/> Exempt per:
NAME <u>Air Resources Board</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>11/6/08</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Socorro Watkins, Chief, Business Management Branch</u>		
ADDRESS <u>P.O. Box 2815, Sacramento, CA 95812</u>		
<u>Sharon Simmons</u> Contract Services Section Manager Air Resources Board		

CONTRACTOR

Exhibit A, Attachment 4 – Additional Tasks



**California Climate Action Registry
 Proposal for Enhancements to the ARB Contract**

Total Proposed Contract Enhancements: **\$586,700**
 Contract Extension Timeline: June 30, 2009

Task 1 - Local Government Protocol Development

Building on the work performed under the current contract, CCAR would first develop an entity-wide reporting protocol for use by California and other local governments to provide specific guidance on issues unique to local municipal operations. In the second phase, CCAR would develop a guidance protocol document for conducting inventories of community-wide emissions in California and elsewhere. These efforts would be developed in partnership with ICLEI and would build on and refine the work that ICLEI is now undertaking with the assistance of CCAR and others. Each of these efforts will be conducted in accordance with the Registry's open and transparent workgroup/stakeholder process. *Deliverable: Local government operations protocol with California-specific elements.*

Timing and Cost: One year at a total cost of \$198,500

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Subtotal	1160		\$ 90,900	\$ 8,900	\$ 99,800

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Deliverable: Natural gas maintenance operations project protocol scoping paper.

Timing and Cost: Eight months at a total cost of \$25,600

Natural Gas O&M - Project Protocol					
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Timing and Cost: TBD based on discussions with ARB and the wastewater industry.
 Total cost of \$72,600.

Wastewater Protocol					
<i>Employee</i>	<i>Total Hours</i>	<i>Rate/Hr</i>	<i>Personnel Cost</i>	<i>Travel</i>	<i>Total Cost</i>
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Deliverable: Updated protocols for forestry sector.

Timing and Cost: Twelve months at a total cost of \$185,900

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<i>Employee</i>	<i>Total Hours</i>	<i>Rate/Hr</i>	<i>Personnel Cost</i>	<i>Travel</i>	<i>Total Cost</i>
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Policy Associate	80	\$60	\$ 4,800	\$ 3,000	\$ 7,800
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President	200	\$150	\$ 30,000	\$ 1,800	\$ 31,800
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Total	1980		\$ 153,000	\$ 32,900	\$ 185,900

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Deliverable: Oil and Gas Exploration and Production Reporting Protocol with California-specific elements.

Timing and Cost: Eight months at a total cost of \$14,100.

Oil & Gas E&P Protocol					
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Cost: Three day event at a total cost of \$10,000.

Task 7 – Coordinate Meetings with Developing Country Delegates at COP-13

This project is to identify key senior delegates from leading developing countries and decision-makers from other institutions who will be in attendance at COP-13 and to prepare and convene meetings with these developing country delegates and decision-makers at times and locations that are convenient for the delegation of state officials attending the Bali Conference. The key deliverables from this project will include the actual meetings with developing country delegates and decision-makers and a brief summary report. Includes other related tasks as assigned, including convening discussions with verification entities. *Deliverable: Summary report on meetings with delegates and decision-makers from developing countries and other institutions.*

Timing and Cost: At COP-13 event with follow up report at a total cost of \$10,000.

Task 8 – Voluntary Early Reductions Project Protocol Evaluation and Consultation

In partnership with the ARB, CCAR would assist in the development of evaluation criteria and provide technical assistance in the assessment of voluntary projects aimed at reducing GHG emissions. Evaluation of projects would include analysis of technical feasibility, technical merits, and potential for emission reductions or energy intensity decrease. A report summarizing project work and recommendations shall be submitted to ARB. CCAR may also track emission reductions from voluntary early projects, until the ARB Board adopts the Scoping Plan, or until such time when ARB determines it will incorporate its own tracking mechanisms for GHG emission reductions. CCAR will also provide consultation on voluntary early action processes and procedures in partnership with ARB or local California air districts as determined by ARB. *Deliverable: Report on evaluation of voluntary GHG reduction projects.*

Timing and Cost: TBD at a cost not to exceed of \$50,000.

Task 9 – Other Related Tasks as Assigned

Provides authority for ARB to assign other related duties as necessary, including but not limited to conducting pre-development scoping for additional entity or project protocols, convening stakeholder or other workgroup meetings, conducting research or other analyses on quantification and reporting of emissions, assessing verification and accreditation standards, and preparing reports, guidelines or standards related to GHG emission inventories and emission reduction project activities.

Timing and Cost: TBD at a cost not to exceed of \$20,000.

AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

AGREEMENT NUMBER	AMENDMENT NUMBER
06-726	1

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME California Climate Action Registry	2. FEDERAL I.D. NUMBER 68-0477330
--	--------------------------------------

3. AGENCY TRANSMITTING AGREEMENT Air Resources Board (ARB)	4. DIVISION, BUREAU, OR OTHER UNIT Planning & Technical Support Div.	5. AGENCY BILLING CODE 64700
---	---	---------------------------------

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT
André M. Carter (916) 324-0103

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 NO YES (If YES, enter prior contractor name and Agreement Number) 06-726 – Original
 California Climate Action Registry

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
No money, Time only amendment

9. AGREEMENT OUTLINE (Include reason for Agreement. Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

The California Climate Action Registry (Registry) will perform critical technical analyses for the ARB to develop new and review existing greenhouse gas protocols, develop reporting mechanisms, and complete other tasks related to implementing California's Global Warming Solutions Act of 2006 (Health & Safety Code § 38500 et seq.).

10. PAYMENT TERMS (More than one may apply.)
 MONTHLY FLAT RATE QUARTERLY ONE-TIME PAYMENT PROGRESS PAYMENT
 ITEMIZED INVOICE WITHHOLD _____ % ADVANCED PAYMENT NOT TO EXCEED
 REIMBURSEMENT/REVENUE \$ _____ or _____ %
 OTHER (Explain) _____

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
					\$
					\$
					\$

OBJECT CODE AGREEMENT TOTAL \$ 380,044.04

OPTIONAL USE AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0.00

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above. PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 380,044.04

ACCOUNTING OFFICER'S SIGNATURE:  DATE SIGNED: 11/04/07 TOTAL AMOUNT ENCUMBERED TO DATE \$ 380,044.04

12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	Upon DGS approval	12/31/07	\$ 380,044.04	Sole Source
Amendment No. 1	4/30/07	12/30/08 6/31/08	\$ 0.00	Exempt
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$ 380,044.04	

(Continue)

AGREEMENT SUMMARY

D. 215 (NEW 02/98)

3. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP) INVITATION FOR BID (IFB) USE OF MASTER SERVICE AGREEMENT
(Attach justification if secondary method is used)
- SOLE SOURCE CONTRACT EXEMPT FROM BIDDING OTHER *(Explain)*
(Attach STD. 821) *(Give authority for exempt status)* **Time Only Amendment**

NOTE: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

4. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

5. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

N/A

6. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

No Money – Time Only Amendment

7. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

GC § 19130(b)(3): the services contracted are of such a highly specialized and technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system. Additionally, Health & Safety Code § 38530 requires that the ARB incorporate the standards and protocols developed by the Registry, "where appropriate and to the maximum extent feasible." Governor Schwarzenegger's Executive Order S-20-06 states that ARB "shall work with the California Climate Action Registry to develop reporting and reduction protocols" of greenhouse gas emissions.

8. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

- NO YES N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

- NO YES N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

- NO YES NONE ON FILE N/A

1. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. CONTRACTOR CERTIFICATION CLAUSES NO YES N/A
 B. STD. 204, VENDOR DATA RECORD NO YES N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

- NO YES N/A

3. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

- NO *(Explain below)* YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

- Good faith effort documentation attached if 3% goal is not reached.
 We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

Exempt per SCM Volume 1, § 8.12.A.2.

IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

- NO YES *(Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER

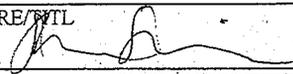
IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*

- NO YES

TM 03-10, Attachment D, 7. b) Time Only

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

 Sharon Simmons, ^{Acting} Manager, Contract Services Section

DATE SIGNED

11/8/07

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 215 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER 06-726	AMENDMENT NUMBER 1
REGISTRATION NUMBER: 39000507215760.1	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Air Resources Board
 CONTRACTOR'S NAME
California Climate Action Registry
- The term of this Agreement is April 30, 2007 through December June 30, 2008
- The maximum amount of this Agreement after this amendment is: \$380,044.00⁴ Three hundred eighty thousand and forty-four dollars and four zero-cents.
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Item No. 2 is amended to now read:

The term of this agreement is April 30, 2007 through ^{December} ~~June~~ 30, 2008.

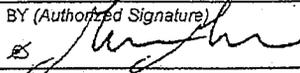
Exhibit A, Contract Term, is amended to now read:

The contract term will be from April 30, 2007 through to ^{December} ~~June~~ 30, 2008.

This amendment extends the term of the Agreement by ¹² ~~6~~ months.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <u>California Climate Action Registry (Registry)</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>11-27-07</u>	<input checked="" type="checkbox"/> Exempt per: SCM 4.10 A, 1
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Sam Hitz, Vice President, Policy and Operations</u> <u>GARY GOLD</u> <u>ACTING PRESIDENT</u>		
ADDRESS <u>1515 S. Flower Street, Suite 1640</u> <u>523 W. Sixth St. #428</u> <u>Los Angeles, CA 90071</u> <u>90014</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Air Resources Board</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>12/04/07</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Socorro Watkins Chief, Business Management, anch</u>		
ADDRESS <u>P.O. Box 2815, Sacramento, CA 95812.</u>		

AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

AGREEMENT NUMBER

AMENDMENT NUMBER

06-726

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME

California Climate Action Registry

2. FEDERAL I.D. NUMBER

68-0477330

3. AGENCY TRANSMITTING AGREEMENT

Air Resources Board (ARB)

4. DIVISION, BUREAU, OR OTHER UNIT

Planning & Technical Support Div.

5. AGENCY BILLING CODE

64700

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

Sharon Simmons (916) 322-8524

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

NO

YES (If YES, enter prior contractor

name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

Technical analysis to develop greenhouse gas protocols for mandated ARB regulations

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

The California Climate Action Registry (Registry) will perform critical technical analyses for the ARB to develop new and review existing greenhouse gas protocols, develop reporting mechanisms, and complete other tasks related to implementing California's Global Warming Solutions Act of 2006 (Health & Safety Code § 38500 et seq.).

10. PAYMENT TERMS (More than one may apply.)

MONTHLY FLAT RATE

QUARTERLY

ONE-TIME PAYMENT

PROGRESS PAYMENT

ITEMIZED INVOICE

WITHHOLD _____ %

ADVANCED PAYMENT NOT TO EXCEED

REIMBURSEMENT/REVENUE

\$ _____ or _____ %

OTHER (Explain)

11. PROJECTED EXPENDITURES
FUND TITLE

ITEM

F.Y.

CHAPTER

STATUTE

PROJECTED EXPENDITURES

MVA

3900-001-000A

06/07

047

2006

\$ 380,044.04

\$

\$

OBJECT CODE

418.20 - 72720

AGREEMENT TOTAL

\$ 380,044.04

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$ 380,044.04

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$ 0.00

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE

\$ 380,044.04

12. AGREEMENT

TERM

From

Through

TOTAL COST OF THIS TRANSACTION

BID, SOLE SOURCE, EXEMPT

Original

Upon BGS approval

12/31/07

\$ 380,044.04

Sole Source

Amendment No. 1

\$

Amendment No. 2

\$

Amendment No. 3

\$

TOTAL \$ 380,044.04

(Continue)

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 TD. 215 (NEW 02/98)

13. BIDDING METHOD USED:

REQUEST FOR PROPOSAL (RFP) INVITATION FOR BID (IFB) USE OF MASTER SERVICE AGREEMENT
(Attach justification if secondary method is used)

SOLE SOURCE CONTRACT EXEMPT FROM BIDDING OTHER *(Explain)*
(Attach STD. 821) *(Give authority for exempt status)*

NOTE: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

A comparison with historical consulting services rates demonstrates that the fees are reasonable

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:
 GC § 19130(b)(3): the services contracted are of such a highly specialized and technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system. Additionally, Health & Safety Code § 38530 requires that the ARB incorporate the standards and protocols developed by the Registry, "where appropriate and to the maximum extent feasible." Governor Schwarzenegger's Executive Order S-20-06 states that ARB "shall work with the California Climate Action Registry to develop reporting and reduction protocols" of greenhouse gas emissions.

8. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A	19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A	20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE? <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NONE ON FILE <input checked="" type="checkbox"/> N/A
--	--	---

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. CONTRACTOR CERTIFICATION CLAUSES <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A B. STD. 204, VENDOR DATA RECORD <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED. <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A
---	--

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

NO *(Explain below)* YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT.

Good faith effort documentation attached if 3% goal is not reached.

We have determined that the contractor has made a sincere good faith effort to meet the goal.

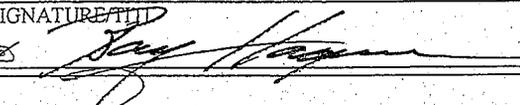
Explain:
 Exempt per SCM Volume 1, § 8.12.A.2.

4. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>(Indicate Industry Group)</i>	SMALL BUSINESS REFERENCE NUMBER
---	---------------------------------

5. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*

NO YES

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE  Ray Hague, Manager Contract & Procurement Services Section	DATE SIGNED 3/26/07
--	------------------------

AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

AGREEMENT NUMBER

AMENDMENT NUMBER

06-726

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME

California Climate Action Registry

2. FEDERAL I.D. NUMBER

68-0477330

3. AGENCY TRANSMITTING AGREEMENT

Air Resources Board (ARB)

4. DIVISION, BUREAU, OR OTHER UNIT

Planning & Technical Support Div.

5. AGENCY BILLING CODE

64700

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

Sharon Simmons (916) 322-8524

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

NO

YES (If YES, enter prior contractor

name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

Technical analysis to develop greenhouse gas protocols for mandated ARB regulations

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

The California Climate Action Registry (Registry) will perform critical technical analyses for the ARB to develop new and review existing greenhouse gas protocols, develop reporting mechanisms, and complete other tasks related to implementing California's Global Warming Solutions Act of 2006 (Health & Safety Code § 38500 et seq.).

10. PAYMENT TERMS (More than one may apply.)

MONTHLY FLAT RATE

QUARTERLY

ONE-TIME PAYMENT

PROGRESS PAYMENT

ITEMIZED INVOICE

WITHHOLD _____ %

ADVANCED PAYMENT NOT TO EXCEED

REIMBURSEMENT/REVENUE

\$ _____ or _____ %

OTHER (Explain)

11. PROJECTED EXPENDITURES
FUND TITLE

ITEM

F.Y.

CHAPTER

STATUTE

PROJECTED EXPENDITURES

MVA

3900-001-000A

06/07

047

2006

\$ 380,044.04

\$

\$

OBJECT CODE

418.20 - 72720

AGREEMENT TOTAL \$ 380,044.04

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$ 380,044.04

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$ 0.00

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE

[Signature]

4/1/07

\$ 380,044.04

12. AGREEMENT

TERM

TOTAL COST OF THIS TRANSACTION

BID, SOLE SOURCE, EXEMPT

Original

From Upon DGS approval

Through 12/31/07

\$ 380,044.04

Sole Source

Amendment No. 1

\$

Amendment No. 2

\$

Amendment No. 3

\$

TOTAL \$ 380,044.04

(Continue)

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER 06-726	AMENDMENT NUMBER 3
REGISTRATION NUMBER:	

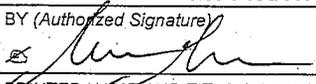
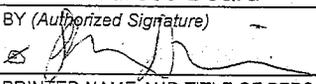
- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Air Resources Board
CONTRACTOR'S NAME
California Climate Action Registry
- The term of this Agreement is April 30, 2007 through June 30, 2010
- The maximum amount of this Agreement after this amendment is: \$966,744.04
Nine Hundred Sixty-Six Thousand Seven Hundred Forty-Four dollars and Four Cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This amendment extends the Agreement's previously amended end date of June 30, 2009 by one year.

The term of this agreement is now April 30, 2007 through June 30, 2010.

All other terms and conditions of the original agreement and any previous amendments shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> California Climate Action Registry		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small> 4-6-09	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Gary Gero, President		
<small>ADDRESS</small> 523 West Sixth Street, #428, Los Angeles, CA 90014		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt per: SCM Vol 1, 410(A)(1)
<small>AGENCY NAME</small> Air Resources Board		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small> 04/17/09	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Socorro Watkins, Chief, Business Management Branch		
<small>ADDRESS</small> P.O. Box 2815, Sacramento, CA 95812	<small>Signature</small> Sharon Simmons Contract Services Section Manager Air Resources Board	

AGREEMENT NUMBER 06-726
REGISTRATION NUMBER 39000 507215760

- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME Air Resources Board
CONTRACTOR'S NAME California Climate Action Registry
- The term of this Agreement is: **April 1, 2007, or upon Department of General Services, Office of Legal Services' final approval (whichever occurs later) through to December 31, 2007**
- The maximum amount of this Agreement is: **\$ 380,044.04**
THREE HUNDRED EIGHTY THOUSAND, FORTY-FOUR DOLLARS AND 04/1002
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	6 pages
Exhibit A, Attachment 1 – Project Management and Team	3 pages
Exhibit A, Attachment 2 – Project Schedule and Workplan	2 pages
Exhibit A, Attachment 3 – Team Resumes	8 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit B, Attachment 1 – Detailed Budget	2 pages
Exhibit C – General Terms and Conditions (GTC-306)*	*(online)
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	2 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	6 pages
Exhibit F – Contract Final Report Guidelines	4 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) CALIFORNIA CLIMATE ACTION REGISTRY	
BY (Authorized Signature) <i>Diane Wittenberg</i>	DATE SIGNED (Do not type) 3/8/07
PRINTED NAME AND TITLE OF PERSON SIGNING Diane Wittenberg, President	
ADDRESS 515 S. Flower Street, Suite 1640, Los Angeles, CA 90071	
STATE OF CALIFORNIA	
AGENCY NAME AIR RESOURCES BOARD	
BY (Authorized Signature) <i>Socorro Watkins</i>	DATE SIGNED (Do not type) 04/04/07
PRINTED NAME AND TITLE OF PERSON SIGNING Socorro Watkins, Chief, Business Management Branch	
ADDRESS P.O. Box 2815, Sacramento, CA 95812	

From

Fran

APPROVED

APR 30 2007

DEPT OF GENERAL SERVICES

Sy A

Exempt per:

EXHIBIT A

SCOPE OF WORK

Background

Greenhouse gases (GHGs) emitted into the air as the result of human activities are expected to change the Earth's climate, with resulting adverse impacts in water, air, coastal areas, and other resources. In recognition of these threats, Governor Schwarzenegger signed Executive Order S-3-05, which established greenhouse gas emission reduction targets for California. In September 2006, the Governor signed the California Global Warming Solutions Act of 2006 ("the Act") (established by AB 32 [Nunez and Pavley, et al.], Chapter 488, Statutes of 2006; commencing with Health and Safety Code § 38500), putting into statute the Governor's 2020 target date for reducing emissions to the 1990 baseline level and placing significant responsibility with the California Air Resources Board (ARB) for the design and implementation of regulations and programs to reduce climate change emissions. These responsibilities include:

- By January 2007, ARB assumes responsibility for the maintenance of the statewide greenhouse gas emission inventory (AB 1803 [Laird et al.], Chapter 77, Statutes of 2006 amending Health and Safety Code § 25205.6);
- By June 30, 2007, ARB must publish a list of "discrete early actions";
- By January 1, 2008, ARB must adopt regulations for mandatory reporting of emissions, and formally adopt the 1990 baseline level that will be used as the 2020 target;
- By January 1, 2009, ARB must prepare a scoping plan of reduction strategies.
- ARB must then adopt regulations to implement the reduction measures identified in the list of early actions and the scoping plan.

This focus on greenhouse gas emissions represents a new and substantial workload for ARB. ARB will work closely with other State agencies and a broad array of stakeholders to accomplish the goals and requirements set by the Act.

Statement of Need

A major requirement of the Act is for ARB to adopt a regulation to require reporting and verification of statewide greenhouse gas emissions on or before January 1, 2008 (Health and Safety Code § 38530). Some of the components to be included in the reporting regulation are:

- Annual reporting of GHGs, starting with sources that contribute most to statewide emissions
- Monitoring and enforcing compliance with the GHG reporting program
- Accounting for GHG emissions from all electricity consumed in the state, including imports from outside the state
- Incorporating standards and protocols developed by the California Climate Action Registry (Registry), where appropriate and to the maximum extent feasible

Exhibit A *continued*

- Ensuring that entities previously reporting to the Registry will not be required to significantly alter their reporting or verification program, except as necessary to ensure complete and verifiable reporting.

A key part of this effort is to develop reporting protocols, which provide detailed instructions for facilities and others to report their greenhouse gas emissions to the State. Because of the tight timeframes for developing the reporting regulation (January 2008), limited staffing, and the availability of substantial relevant expertise within the Registry, it is important to obtain expert assistance from the Registry to expeditiously meet the requirements of the Act as mandated by the California legislature.

The California Registry was established by legislation in 2000 (SB 1771 [Sher], Chapter 1018, Statutes of 2000) as "a public benefit corporation that would record and register voluntary greenhouse emissions reductions made by California entities." The Registry began work in 2001 on developing accounting standards, consistent with Health and Safety Code § 42860, and a database for storing emissions inventories. In 2002, the Registry commenced operations. The Registry currently has more than 200 member organizations that report and verify their emissions on an annual basis. The Registry has a full time staff of 10 to support its reporting program. Staff has substantial expertise in internationally accepted greenhouse gas accounting and quantification methodologies for a variety of sectors, and has developed a number of industry specific reporting protocols that guide its members in compiling their reports. The Registry has also developed and maintains a web-based reporting application and database for collecting and storing organization-level emissions inventory information. In addition, Registry staff also has extensive experience in working with a wide range of stakeholders in developing reporting protocols and tools that are widely accepted and consistent with regional, national and international practice.

Project Objectives

In general, the objectives of this project are to provide critical information, evaluations, and technical assistance in meeting the reporting and inventory mandates of the California Global Warming Solutions Act of 2006. This will include assistance in developing greenhouse reporting protocols, review and validation of existing protocols, review and evaluation of other greenhouse gas reporting programs, evaluation of reporting tools, and more. Specific project objectives and tasks are provided in detail below.

Exhibit A continued

Project Tasks

The project consists of several interrelated tasks required for the ARB to meet the mandates of the Act. The contractor will provide the following under the contract.

Task 1 – Review and Evaluate Existing Registry Protocols

Several GHG protocols for voluntary reporting have been developed and adopted by the Registry. Prior to ARB approval of the existing protocols for mandatory reporting they must be reviewed in a public forum, and updated as required. The Registry will provide technical support for this process. Existing protocols to be evaluated and may be updated include:

- Electric power generation, transmission, and distribution
- Cement manufacture process emissions
- Forest carbon stocks & emissions
- Forestry projects
- General reporting protocol
 - Indirect electricity, steam, heating, and cooling emissions
 - Direct mobile combustion emissions
 - Direct stationary combustion emissions
 - Direct emissions from manufacturing
 - Direct fugitive emissions
- Certification protocols

Specific tasks will include workshop presentations, joint facilitation and participation in technical workgroup meetings, and assistance in the evaluation of data and emissions factors. The Registry will work in partnership with ARB in the review and revision of the existing protocols. Final draft protocols will be subject to ARB approval.

Due date: August 1, 2007

Contract Allocation: \$55,000

Task 2 – Compare and Evaluate the Existing Protocols of Other Jurisdictions and Organizations

The Registry will examine and compare emissions reporting protocols developed by regional, national and international agencies, and prepare a report that enables ARB to consider their applicability as California develops its mandatory reporting program. Through document inspection and personal interviews, the Registry will examine general and sector-specific reporting protocols for at least five reporting programs, including the European Union Emissions Trading System, the United Kingdom, Australia (or states therein), the Northeast States Regional Greenhouse Gas Initiative, and the International Standards Organization. To the extent permitted by time, funds and feasibility, the Registry will also examine protocols developed by Japan and the U.S. Environmental Protection Agency. The Registry will provide

Exhibit A continued

a comparison of its own voluntary reporting protocols with the other protocols reviewed. The comparisons will be presented in narrative and tabular form.

For general reporting protocols (GRPs), the Registry contractor will prepare a matrix to compare and report on how GHG reporting elements are handled by the jurisdictions involved and, to the extent feasible, why they are handled that way. The attributes to be compared should include:

1. Name of jurisdiction or organization
2. Scope of coverage
 - a. GHGs included and the reporting metric
 - b. Timeframe of coverage
 - c. Base year, if applicable
 - d. Whether reporting is mandatory or voluntary
3. Baseline emissions
4. Geographic boundaries of jurisdiction
5. What entities are required to report
6. Any specified exemptions from reporting
7. Operational boundaries of reporting entity
 - a. Management control or financial control
 - b. Equity share
8. Which direct and indirect emissions are included
9. Use of either direct measurement or calculation methods for estimating emissions
10. Provision for *de minimis* or threshold levels (for which reporting is not required)
11. Range of entities that must report
12. Reporting period and frequency
13. Whether reporting requirements vary by size of facility or amount of emissions
14. How reductions and sequestration are handled
15. How biogenic sources are handled
16. How efficiency metrics are incorporated
17. Timeline for reporting
18. Key source documents
19. Requirements for verification
20. Approach to verification
21. Requirements for ensuring data quality
22. Requirements for transparency and public reporting
23. A subjective rating of:
 - a. Consistency
 - b. Completeness
 - c. Data quality

Exhibit A continued

- d. Reliance on old or recent data
- e. Level of stakeholder engagement
- f. Overall rating

Due date: June 1, 2007

Contract allocation: \$45,000

Task 3 – Develop New GHG Reporting Protocols and Supporting Documents

Working under the direction of ARB staff, the Registry will assist in development of new protocols for use in mandatory reporting. In particular the Registry will support development of new emissions reporting protocols for (a) the oil and gas industry, including oil refineries, and (b) natural gas transmission and distribution. Products will include discussion documents and draft protocols for these sectors. Specific tasks will include workshop presentations, joint facilitation and participation in technical workgroup meetings, assistance to ARB staff with review and comment on draft protocols, and assistance in the collection and evaluation of data and emissions factors. The Registry will consult with stakeholder workgroups established by ARB to develop these new protocols. The Registry will also initiate the process of developing a local governments protocol. Products will include a discussion documents and a concept paper.

Due date: October 1, 2007

Contract allocation: \$240,000

Task 4 –Scoping Process for Consistency with Multi-state Reporting

In coordination with the United States Environmental Protection Agency (U.S. EPA), non-governmental organizations and other states, the Registry will evaluate electronic reporting tools used to estimate and store reported GHG emissions data, in preparation for a multi-state registry. The evaluation should consider past and current year emissions reporting capability, baseline emissions reporting capability, acceptance of facility and/or entity emissions, the ability to track and allocate emissions trading information, the capacity to monitor GHG emission reductions, and the integration of emissions estimation and market tracking tools. The Registry will complete a scoping process to specify steps needed to assure the seamless integration of California's Climate Action Registry Reporting Online Tool (CARROT) and database into the multi-state registry.

Due date: July 1, 2007

Contract allocation: \$40,000

Exhibit A continued

Contract Term

The contract term will be from April 1, 2007 or upon Department of General Services, Office of Legal Services' final approval, whichever date is later, through to December 31, 2007.

Project Representatives

The project representatives during the term of this agreement will be:

State Agency: Air Resources Board	Contractor: Ca. Climate Action Registry
Section/Unit: Climate Change Reporting	Section/Unit: Policy and Operations
Name: Doug Thompson	Name: Diane Wittenberg
Address: P.O. Box 2815 Sacramento, CA 95812	Address: 515 S. Flower St., Ste. 1640 Los Angeles, CA 90071
Phone: (916) 322-7062	Phone: (213) 891-6921
Fax: (916) 327-8524	Fax: (213) 623-6716
Email: dthomps@arb.ca.gov	Email: sam@climaterregistry.org

Direct all administrative inquiries to:

State Agency: Air Resources Board	Contractor: Ca. Climate Action Registry
Section/Unit: Administrative Svcs. Div.	Section/Unit: Policy and Operations
Name: Sharon Simmons	Name: Sam Hitz
Address: P.O. Box 2815 Sacramento, CA 95812	Address: 515 S. Flower St., Ste. 1640 Los Angeles, CA 90071
Phone: (916) 322-8524	Phone: (213) 891-6921
Fax: (916) 327-2940	Fax: (213) 623-6716
Email: ssimmons@arb.ca.gov	Email: sam@climaterregistry.org

EXHIBIT A, ATTACHMENT 1
PROJECT MANAGEMENT AND TEAM

Project Management

Project tasks will be overseen by Diane Wittenberg, President of the California Climate Action Registry. Ms. Wittenberg will be responsible for directing all project activities, providing deliverables as specified, and providing regular project status updates to ARB.

Project Team

Members of the project team and their key areas of expertise are:

Diane Wittenberg, President

Ms. Wittenberg, President of the Registry, oversees all operations and leads efforts to recruit Registry participants. She ensures that the Registry's procedures and protocols result in valid and defensible data to support the goal of addressing climate change concerns, while improving efficiency and economic performance.

Prior to coming on board as President, Diane spent 15 years with Edison International, where she played a key role in launching new businesses, including Edison EV (President), Edison Utility Alliances (President) and Edison Technology Solutions (Vice President, Business Development and Marketing). She also served as Vice President for Corporate Communications for Edison International, and was internationally recognized for her efforts to launch an electric vehicle industry. She has also served as vice president of a public relations firm.

Sam Hitz, Vice President of Policy

Mr. Hitz serves as a Vice President of the Registry. He oversees all policy efforts, including the development and maintenance of technical greenhouse gas reporting guidelines. He is responsible for leading the Registry's collaborative efforts with other states and countries and for guiding the Registry's emerging work in the area of project level reporting.

Mr. Hitz has considerable knowledge and experience in the economic analysis of environmental regulation in general and in the development of climate change policy in particular. Prior to joining the Registry, Sam was an integral part of the climate change practice of Stratus Consulting, where he worked on vulnerability and impact assessments, as well as the development of adaptation and mitigation strategies for clients that spanned the private, government and multi-lateral sectors. Additionally, he has worked on projects that analyzed the proposed regulation of various automobile fuel formulations and the phase-out of ozone depleting substances.

Exhibit A, Attachment 1 *continued*

He received his Bachelor's degree in Earth and Planetary Science from Harvard University and a Master's degree in Environmental Science and Management from the University of California, Santa Barbara.

Mike McCormick, Policy Director

Mr. McCormick serves as the Registry's Policy Director. His primary responsibilities include managing and enhancing the Registry's existing reporting and certification protocols, developing new Registry protocols for specific industries, and collaborating with other policy makers, government agencies, and stakeholders to help ensure the development of consistent, high quality GHG accounting standards.

Prior to his work with the Registry Mr. McCormick was a consultant in San Francisco, specializing in California energy policy matters. He worked with large institutional clients, private companies, and non-profit organizations establishing energy efficiency programs, developing renewable energy projects, and analyzing electric tariffs. In addition to his consulting work, Mr. McCormick has experience developing energy generation projects that make use of international greenhouse gas emission trading markets.

Mr. McCormick holds a Bachelor's Degree in Philosophy and History of Mathematics and Science from St. John's College in Annapolis, MD and a MS in Environmental Management from the University of San Francisco.

Robyn Camp, Member Services Director

Ms. Camp is Program Director for the Registry. Her responsibilities include overseeing reporting and certification activities, developing and managing CARROT, the Registry's online reporting tool, and working with members to implement emission reduction strategies. She also has experience working on the development of several of the Registry's reporting protocols and in the continual refinement of the protocols based on reporter feedback and experience.

Ms. Camp has a background in international energy & environmental policies and markets, including identifying and implementing climate change mitigation strategies. Her work experience has spanned the private and non-profit sectors, and has focused on analyzing and identifying market opportunities for advanced efficient technologies, the impacts of air quality and climate regulations, and strategies to promote sustainable technology choice.

Rachel Tornek, Member Services Manager

As Manager of Outreach & Member Services at the Registry, Ms. Tornek is responsible for informing the business community, the environmental community and the general public about the work of the Registry and accomplishments of its members. She also works closely with Registry members throughout the reporting and certification of their greenhouse gas emissions inventories and assists in new member recruitment.

Exhibit A, Attachment 1 *continued*

Ms. Tornek has worked within the environmental field in the private, non-profit and research sectors. She has a strong background in the physical sciences and the intersection of business and the environment. Previously as part of Toyota Motor Sales' Environmental Coordination Office, she helped track environmental compliance and performance at facilities nationwide.

Ms. Tornek completed her Master's in Environmental Science and Management at the Bren School at UC Santa Barbara. She earned her Bachelor's Degree in Ecology, Behavior and Evolution at UC San Diego.

Resumes

Resumes of key staff and subcontractors are included as Exhibit A, Attachment 3.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement (Exhibit B, Attachment 1).
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Doug Thompson, Manager
Climate Change Reporting Section
Air Resources Board
P.O. Box 2815
Sacramento, CA 95812

- C. Contractor, upon written approval by the State's Project Representative, may rebudget funds for a cumulative total of ten (10) percent or \$25,000 whichever is less, between the major budget categories listed in Exhibit B.
- D. State will give consideration to rebudgeting requests, however; no rebudgeting in excess of ten (10) percent and no rebudgeting of funds into the travel category may be performed without amending this Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT B, ATTACHMENT 1
DETAILED BUDGET

The project is budgeted for \$380,044.04 for the tasks outlined above. A budget summary table is found on the next page. Funds are allotted for the services of personnel and other costs as follows.

April–December 2007	Total Costs
Personnel	
VP, Policy	\$ 33,901.61
Program/Policy Director	\$ 25,574.48
Policy Specialist	\$ 28,492.87
Policy Assistant	\$ 21,439.53
Member Services Director	\$ 29,596.51
Executive Director	\$ 21,007.40
Outreach Manager	\$ 11,329.70
Other Direct Costs	
Subcontractor/Consultant	\$ 95,000.00
Travel & Subsistence	\$ 8,000.00
Indirect Costs	
Overhead	\$ 70,250.77
G&A Expenses	\$ 18,453.55
Fee or Profit	\$ 17,134.21
Total Budget	\$ 380,180.13

Exhibit B, Attachment 1 *continued*

Budget Summary

Direct Costs

1.	Labor & Employee Fringe Benefits	<u>\$ 171,342.11</u>
2.	Subcontractor(s)/Consultant(s)	<u>\$ 95,000.00</u>
3.	Equipment	<u>\$ 0</u>
4.	Travel & Subsistence	<u>\$ 8,000.00</u>
5.	Electronic Data Processing	<u>\$ 0</u>
6.	Photocopying & Printing	<u>\$ 0</u>
7.	Mail, Telephone, and FAX	<u>\$ 0</u>
8.	Materials & Supplies	<u>\$ 0</u>
9.	Analyses	<u>\$ 0</u>
10.	Miscellaneous	<u>\$ 0</u>
	Total Direct Cost	\$ 274,342.11

Indirect Costs

11.	Overhead	<u>\$ 70,250.27</u>
12.	General & Administrative Expenses	<u>\$ 18,453.55</u>
13.	Other Indirect Costs	<u>\$ 0</u>
14.	Fee or Profit	<u>\$ 17,134.21</u>
	Total Indirect Cost	\$ 105,838.02

Total Direct and Indirect Cost:	\$ 380,180.13
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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

- A. In the event of a dispute, Contractor shall file a "Notice of Dispute" with ARB within ten (10) days of discovery of the problem. Within ten (10) days, ARB shall meet with the Contractor and Project Representative for purposes of resolving the dispute.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Executive Officer or designated representative of each organization for resolution. The decision of the State Executive Officer or designated representative shall be final.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
- D. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement which are not affected by the dispute.

3. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

Contractor shall not subcontract any services under this Agreement without prior approval of the State.

Exhibit D continued

4. Stop Work Order

State reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that State gives Contractor a notice that the Agreement will be terminated. The stop-work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

5. Termination

A. In addition to the rights under Exhibit C of the Standard Agreement, State reserves the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days prior written notice to Contractor.

B. In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.

C. Upon receipt of the invoice, progress report, and data, a final payment will be made to Contractor. This payment shall be for all State-approved, actually-incurred costs that in the opinion of State are justified, and shall include labor, and materials purchased or utilized (including all noncancellable commitments) to termination date, and pro rata indirect costs as specified in the proposal budget.

6. Amendments

ARB reserves the right to amend this agreement for additional time and/or additional funding.

EXHIBIT E
ADDITIONAL PROVISIONS

1. Travel & Per Diem

- A. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts paid to State of California employees or verification supplied that indicates such rates are not available to Contractor. All travel reimbursements and per diem shall be at the rates set by Department of Personal Administration.
- B. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from State.

2. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements over \$5,000, a copy of any negative evaluations will be sent to the Department of General Services, Office of Legal Services.

3. Progress Payments

In computing the amount of any progress payment, the State shall determine what Contractor has earned during the period for which payment is being made on the basis of the Agreement terms, but shall retain out of such earnings, an amount equal to 10 percent thereof, pending satisfactory completion of the entire agreement. However, if the Agreement consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task.

Progress payments are permitted for work performed under this contract. Ten percent (10%) of the invoiced amount shall be withheld pending final completion of the contract, receipt and acceptance by the State Project Representative of any final reports required under the contract.

4. Meetings

- A. Initial meeting. Before work on the contract begins, Contractor will meet with the State's Project Representative and other staff to discuss the overall plan, details of performing the tasks, the project schedule, items related to personnel or changes in personnel, and any issues that may need to be resolved before work can begin.

Exhibit E *continued*

- B. Progress review meetings. Contractor and appropriate members of his or her staff will meet with the State's Project Representative at monthly intervals to discuss the progress of the project. This meeting may be conducted by phone, if appropriate.
- C. Technical Seminar. The Contractor will present the results of the project to ARB staff at a seminar in Sacramento.

5. Reports and Data Compilations

- A. With respect to each invoice period, Contractor shall forward to the Project Representative an electronic copy of the progress report and mail one copy of the progress report with each invoice. (Do not use Express Mail.) When e-mailing the progress report, the "subject line" should state the contract number and the billing period. Each progress report will begin with the following disclaimer:

The statements and conclusions in this report are those of the Contractor and not necessarily those of the California Air Resources Board. The mention of commercial products, their source, or their use in connection with material reported herein is not to be construed as actual or implied endorsement of such products.

- B. Each progress report will also include:
 - 1. A brief narrative account of project tasks completed or partially completed since the last progress report.
 - 2. A brief discussion of problems encountered during the reporting period and how they were or are proposed to be resolved.
 - 3. A brief discussion of work planned, by project task, before the next progress report.
 - 4. A graph showing allocation of the budget and amount used to date for each task.
 - 5. A graph showing percent of completion for each task.
- C. If the project is behind schedule, the progress report must contain an explanation of reasons and how Contractor plans to resume the schedule.
- D. Ninety days prior to contract termination date, Contractor will deliver to State twenty (20) bound copies of a draft final report for review by ARB staff. The

Exhibit E continued

reports may be stapled or spiral bound, depending on size. The draft final report will conform to Exhibit F.

- E. Within forty-five (45) days of receipt of State's comments on the draft final report, Contractor will deliver to the State's Project Representative two (2) copies of the final report incorporating all reasonable alterations and additions requested by State and the Research Screening Committee. Upon approval of the amended final report by the State's Project Representative, Contractor will within two (2) weeks, deliver to State two (2) camera-ready **UNBOUND** originals and a final report incorporating all final alterations and additions. The final report will conform to the Contract Final Report Format, Exhibit F.
- F. Together with the final report, Contractor will deliver a copy of the report on diskette, using Microsoft Word 6.0 (or newer) and a set of all data compilations as specified by the ARB Project Representative.
- G. Contractor's obligation under this Agreement shall be deemed discharged only upon submittal to and acceptance by the State of the final report, report diskette, and all required data compilations.
- H. No reports, professional papers, information, inventions, improvements, discoveries, or data obtained, prepared, assembled, or developed by Contractor pursuant to this Agreement shall be released or made available, except to ARB, without prior written approval of State while the Agreement is in force. State's consent shall not be unreasonably withheld.

6. Priority Hiring Considerations

Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200.

7. Copyrightable Materials

- A. ARB reserves the right to any copyrightable materials developed under this Agreement. Upon acceptance of the copyrightable materials developed under this Agreement, and payment of the sums then due under the terms of the Agreement, ARB shall have the sole and exclusive right, title, and interest (including trade

Exhibit E *continued*

secret and copyright interests) in the copyrightable materials. Contractor and his or her subcontractors hereby assign(s) all rights, title, and interest (including trade secret and copyright interest) in any copyrightable materials developed under this Agreement to ARB.

- B. ARB, at its discretion, may grant a nonexclusive and paid-up license to Contractor and his or her subcontractors to use said copyrightable materials. Contractor and his or her subcontractors agree to cooperate with and assist ARB to apply for and to execute any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark, or other statutory protection for all copyrightable materials.
- C. Contractor and his or her subcontractors shall not disclose any copyrightable materials, any of the deliverables thereof, or any portion thereof, to any other organization or person without the written consent of ARB.
- D. Contractor and his or her subcontractors shall not use the copyrightable materials, any of the deliverables thereof, or any portion thereof, in any other work performed by this Agreement subject to any license granted without the written consent of ARB.
- E. Contractor's obligations under this provision shall survive the expiration or termination of this Agreement.

8. Confidentiality

It is expressly understood and agreed that information Contractor receives from State in performing its obligations under this Agreement may be deemed confidential by State. Therefore, Contractor agrees to:

- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever.
- B. Ensure that Contractor's employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
- C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Agreement.

Exhibit E *continued*

- D. Notify State promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof by any person other than those authorized by this paragraph.

9. Equipment Provisions

- A. Equipment is defined as movable articles of nonexpendable property that meet the following requirements:
1. Have a normal useful life (including extended life due to repairs) of at least one year;
 2. Have a unit acquisition cost of at least \$5,000 for other than land and structures (for example, identical assets costing \$3,000 each for a \$12,000 total would not meet the requirements); and
 2. Be used to conduct work under this contract; and/or
 3. Any and all EDP equipment used to conduct work under this contract.
- B. The cost of equipment includes the purchase price plus all costs to acquire, install, and prepare equipment for its intended use.
- C. The ARB reserves the right to purchase all equipment for this contract through the State procurement process. Contractor's proposed cost of this equipment will be deducted from the total amount payable to the Contractor. The equipment provided by ARB will be equivalent to Contractor's specifications, as described in Contractor's proposal.
- D. In the event Contractor purchases with ARB funds, procures, uses, or otherwise takes possession of equipment owned by ARB to perform work under this contract, title to such equipment shall remain with ARB and such equipment shall become ARB's equipment upon delivery thereof into Contractor's control or possession.
- E. Contractor shall obtain written approval from ARB prior to the purchase of equipment that is not specifically identified and listed in the approval budget and which is valued at more than \$1,000. The contract funding shall be adjusted for any equipment or supplies furnished by ARB.
- F. The ARB reserves the right to full and adequate access to ARB equipment.

EXHIBIT F
CONTRACT FINAL REPORT FORMAT GUIDELINES

Each page of the approved final report must be legible and camera-ready.

Binding

The draft final report, including its appendices, must be either spiral bound or stapled, depending on size. *The revised final report* and its appendices should be spiral bound, except for two unbound, camera-ready originals.

Cover

Do not supply a cover for the final report. ARB will provide its standard cover.

One-Sided vs. Two-Sided

To conserve paper, the draft final report and the revised final report, except for the unbound camera-ready copies, should be printed on both sides of the page. The unbound camera-ready copies must be printed on only one side of the page.

Title

The title of the final report will exactly duplicate the title of the contract unless approved in writing by ARB Contract Manager.

Spacing

In order to conserve paper, copying costs, and postage, please use single spacing.

Page Size

All pages need to be of standard size (8-1/2" x 11") to allow photo reproduction.

Large Table/Figures

Fold-out or photo reduced tables or figures are not acceptable because they cannot be readily reproduced. Large tables and figures should be presented on consecutive 8-1/2" x 11" pages, each page containing one portion of the larger chart.

Color

Color presentations are not acceptable; printing shall be black on white only.

Corporate Identification

Do not include corporate identification on any page of the final report, except the title page.

Unit Notation

Measurements in the reports should be expressed in metric units. However, for the convenience of engineers and other scientists accustomed to using the British system, values may be given in British units as well in parentheses after the value in metric units. The expression of measurements by both systems of units is especially encouraged for engineering reports.

Exhibit F *continued*

Section Order

The report should contain the following sections, in the order listed.

- Title page
- Disclaimer
- Acknowledgments
- Abstract
- Table of Contents
- List of Figures
- List of Tables
- Body of report
- References
- List of inventions reported and copyrighted materials produced
- Glossary of Terms, Abbreviations, and Symbols
- Appendices

Page Numbering

Beginning with the body of the report, pages shall be numbered consecutively beginning with 1, including all appendices and attachments. Pages preceding the body of the report shall be numbered consecutively, in ascending order, with small Roman numerals.

Title Page

The title page should include, at a minimum the contract number, contract title, name of the principal investigator, contractor organization, date, and this statement: "Prepared for California Air Resources Board and the California Environmental Protection Agency."

Disclaimer

A page dedicated to this statement must follow the title page:

The statements and conclusions in this report are those of the contractor and not necessarily those of the California Air Resources Board. The mention of commercial products, their source, or their use in connection with material reported herein is not to be construed as actual or implied endorsement of such products.

Acknowledgements

Only this section should contain acknowledgments of key personnel and organizations that were associated with the project. The last paragraph of the acknowledgments must read as follows:

This report was submitted in fulfillment of (ARB Contract Number and Project Title) by (contractor organization) under the (partial) sponsorship of the California Air Resources Board. Work was completed as of (date).

Abstract

The abstract should indicate, in non-technical terms, the purpose and scope of the work undertaken, the work performed, results obtained, and conclusions. The purpose of the

Exhibit F *continued*

abstract is to provide the reader with useful information and a means of determining whether the complete document should be obtained for study. The length of the abstract should be no more than about 200 words.

Table of Contents

This should list all the sections, chapters, and appendices, together with their page numbers. Check for completeness and correct reference to pages in the report.

List of Figures

This list is optional if there are fewer than five illustrations.

List of Tables

This list is optional if there are fewer than five tables.

Body of Report

The body of the report should contain the details of the research, divided into these sections:

- A. *Introduction.* Clearly identify the scope and purpose of the project. Provide a general background of the project. Explicitly state the assumptions of the study. Clearly describe the hypothesis or problem the research was designed to address. Discuss previous related work and provide a brief review of the relevant literature on the topic.
- B. *Materials and Methods.* Describe the various phases of the project, the theoretical approach to the solution of the problem being attacked, and limitations to the work. Describe the design and construction phases of the project, materials, equipment, instrumentation, and methodology. Describe quality assurance and quality control procedures used. Describe the experimental or evaluation phase of the project.
- C. *Results.* Present the result in an orderly and coherent sequence. Describe statistical procedures used and their assumptions. Discuss information presented in tables, figures, and graphs. The titles and headings of tables, graphs, and figures, should be understandable without reference to the text. Include all necessary explanatory footnotes. Clearly indicate the units used.
- D. *Discussion.* Interpret the data in the context of the original hypothesis or problem. Does the data support the hypothesis or provide solutions to the research problem? If appropriate, discuss how the results compare to data from similar or related studies. What are the implications of the findings? Identify innovations or development of new techniques or processes. If appropriate, discuss cost projections and economic analyses.
- E. *Summary and Conclusions.* This is the most important part of the report because it is the section that will probably be read most frequently. This section should begin with a clear, concise statement of what was done and why and how it was done. Major results and conclusions of the study should then be presented using clear, concise statements. Make sure the conclusions reached are fully supported by the results of the study. Do

Exhibit F *continued*

not overstate or over interpret the results of the study. A simple table or graph may be used. It may be useful to itemize major results and conclusions.

- F. *Recommendations.* Use clear, concise statements to recommend (if appropriate) future research that is a reasonable outcome of the study and is supported by the results and discussion.

References

Use a consistent style to fully cite work references throughout the report and references to closely related work, background material, and publications that offer additional information on aspects of the work. Please list these together in a separate section following the body of the report. If the report is large, you may list the references at the end of each chapter.

List of Inventions Reported and Publications Produced

If any inventions have been reported or publications or pending publications have been produced as a result of the project, the titles, authors, journals or magazines, and identifying numbers that will assist in locating such information should be included in this section.

Glossary of Terms, Abbreviations and Symbols

When more than five of these items are used in the text of the report, prepare a listing of all with explanations and definitions. It is expected that every abbreviation and symbol will be written out upon its first appearance in the report, with the abbreviation or symbol following in parentheses. Symbols listed in tables and figure legends need not be listed in the glossary.

Appendices

Related or additional material too bulky or detailed to include within the discussion portion of the report shall be placed in appendices. If a report has only one appendix it should be entitled "APPENDIX". If a report has more than one appendix, each should be designated with a capital letter (APPENDIX A, APPENDIX B). If the appendices are too large for inclusion in the report, they should be collated, following the binding requirements for the final report, as a separate document. The Contract Manager will determine whether appendices are to be included in the final report or treated separately. Page number of appendices included in the report should continue the page numbering of the report body. Pages of separated appendices should be numbered consecutively, beginning at 1.

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER 06-726	AMENDMENT NUMBER 1
REGISTRATION NUMBER: 39000507215760.1	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Air Resources Board
 CONTRACTOR'S NAME
California Climate Action Registry
- The term of this Agreement is April 30, 2007 through December June 30, 2008
- The maximum amount of this Agreement is \$380,044.00⁴
 Agreement after this amendment is: Three hundred eighty thousand and forty-four dollars and zero cents.
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

INITIAL HERE
 INITIAL HERE
 INITIAL HERE

Item No. 2 is amended to now read:

The term of this agreement is April 30, 2007 through ^{December} June 30, 2008.

INITIAL HERE
 INITIAL HERE
 INITIAL HERE

Exhibit A, Contract Term, is amended to now read:

The contract term will be from April 30, 2007 through to ^{December} June 30, 2008.

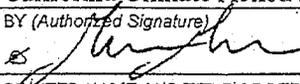
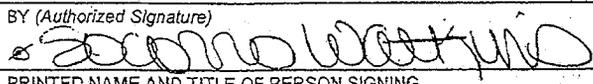
INITIAL HERE
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This amendment extends the term of the Agreement by ¹² 6 months.

INITIAL HERE
 INITIAL HERE

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>California Climate Action Registry (Registry)</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>11-27-07</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Sam Hitz, Vice President, Policy and Operations</u> <u>ACTING PRESIDENT</u>		
ADDRESS <u>1515 S. Flower Street, Suite 1640 523 W. Sixth St. #428</u> <u>Los Angeles, CA 90071 20014</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Air Resources Board</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>12/04/07</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Socorro Watkins Chief, Business Management, anch</u>		
ADDRESS <u>P.O. Box 2815, Sacramento, CA 95812.</u>		

Exempt per. SCM 4.10 A, 1