



RCVD JAN 15

January 8, 2008

To: Steve Church, Sally Jorgensen

From: Peter Asmus, Pathfinder Communications

Re: Invoice under Agreement 07-326 for ETAAC

Dear Steve and Sally -

This document serves as an invoice for writing and editing services performed for CARB in relation to the completion of the ETAAC report. This invoice covers work performed from the contract start date of October 16, 2007 through December 31, 2007. A final invoice for work completed prior to the agreement end date of January 31, 2008 will be submitted upon completion of the final draft of the ETAAC report.

This invoice is for 40 hours of work @ \$90/hr: **\$3,600**. This amount is due upon receipt and payment can be mailed to the following address:

Peter Asmus  
Pathfinder Communications  
PO Box 436  
Stinson Beach, CA 94970  
(415) 868-9866

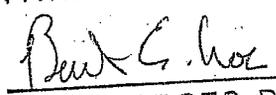
If there are any questions, feel free to call the phone number listed above.

Sincerely,



Peter Asmus  
Pathfinder Communications

PAYMENT APPROVED:



BART E. CROES, P.E.  
CHIEF, RESEARCH DIVISION

DATE 1/17/08

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RCVD FEB 13 '08

CO 70629

February 11, 2008

To: Steve Church, Sally Jorgensen

From: Peter Asmus, Pathfinder Communications

Re: Invoice under Agreement 07-326 for ETAAC

Dear Steve and Sally -

This document serves as an invoice for writing and editing services performed for CARB in relation to the completion of the ETAAC report. This invoice covers work performed from the contract start date of January 1, 2008 through January 31, 2008.

This invoice is for 15.54 hours of work @ \$90/hr: **\$1,399**. This amount is due upon receipt and payment can be mailed to the following address:

Peter Asmus  
Pathfinder Communications  
PO Box 436  
Stinson Beach, CA 94970  
(415) 868-9866

If there are any questions, feel free to call the phone number listed above.

Sincerely,

Peter Asmus  
Pathfinder Communications

PAYMENT APPROVED:

*Bart E. Croes*

BART E. CROES, P.E.  
CHIEF, RESEARCH DIVISION

DATE 2/25/08

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AGREEMENT NUMBER <b>07-326</b>
REGISTRATION NUMBER <b>39001107270313</b>

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

STATE AGENCY'S NAME

**Air Resources Board (ARB or State)**

CONTRACTOR'S NAME

**Pathfinder Communications (Contractor)**

2. The term of this Agreement is: **October 16, 2007** through **January 31, 2008**

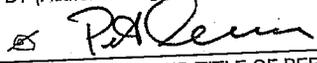
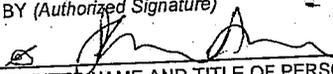
3. The maximum amount of this Agreement is: **\$4,999.00**  
**(Four thousand nine hundred ninety-nine dollars and no cents)**

4. 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	1 page
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C* – General Terms and Conditions GTC 307	On-line
Exhibit D - Special Terms and Conditions	2 pages
Exhibit E – Additional Provisions	1 page

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](http://www.ols.dgs.ca.gov/Standard+Language)

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.) <b>Pathfinder Communications</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>11/5/07</b>	<input checked="" type="checkbox"/> Exempt per: SCM 4.04.5(b)
PRINTED NAME AND TITLE OF PERSON SIGNING <b>PETER ASMUS</b>		
ADDRESS <b>P.O. Box 436 Stinson Beach, CA 94970</b>		
STATE OF CALIFORNIA		
AGENCY NAME <b>Air Resources Board</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>11/13/07</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>SHARON SIMMONS, Acting Manager, Contract Services Section</b>		
ADDRESS <b>P.O. Box 2815 Sacramento, CA 95812</b>		

**EXHIBIT A**  
**Standard Agreement**

**SCOPE OF WORK**

1. Pathfinder Communications (Pathfinder or Contractor) agrees to provide the Air Resources Board (ARB or State) with the services described below:

Peter Asmus of Pathfinder Communications will provide technical writing and editing support for the Economic and Technology Advancement and Advisory Committee (ETAAC). ETAAC members will submit drafts of their recommendations for their respective sectors, and ARB, with the technical editor/writer's support, will assemble them into a comprehensive report presenting the views and recommendations of the entire ETAAC.

- October 16, 2007: Attend ETAAC Meeting in Sacramento, CA.
- October 17-26, 2007: Support ETAAC members with writing/editing services from and incorporate member's comments from the October 16<sup>th</sup> ETAAC Meeting into a draft report.
- November 29, 2007: Attend ETAAC Meeting via webcast.
- November 29-December 19, 2007: Work with ETAAC support staff to incorporate ETAAC member responses to public comments into draft report and complete final revised report.
- January 10, 2008: Attend Final Report approval ETAAC Meeting via webcast.

Deliverable: Format for final report should be similar to the format used in the Market Advisory Committee final report. The final report format can be viewed at the following website: [www.climatechange.ca.gov/documents/2007-06-29 MAC FINAL REPORT.pdf](http://www.climatechange.ca.gov/documents/2007-06-29_MAC_FINAL_REPORT.pdf).

Upon acceptance of the final draft report by ARB and ETAAC, the final report shall be delivered electronically to the ARB project representative.

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

State Agency: Air Resources Board	Contractor: Pathfinder Communications
Name: Steve Church	Name: Peter Asmus
Phone: 916-322-8280	Phone: 415-868-9866
Fax: 916-322-4357	Fax: 415-868-9566
Email: schurch@arb.ca.gov	Email: www.peterasmus.com or pthfind@earthlink.net

Direct all inquiries to:

State Agency: Air Resources Board	Contractor: Pathfinder Communications
Section/Unit: Research Division	Section/Unit: n/a
Attention: Sally Jorgensen	Attention: Peter Asmus
Address: 1001 I Street, 5 <sup>th</sup> Floor Sacramento, CA 95814	Address: P.O. Box 436 Stinson Beach, CA 94970
Phone: 916-327-1500	Phone: 415-868-9866
Fax: 916-322-4357	Fax: 415-868-9566
Email: sjorgens@arb.ca.gov	Email: www.peterasmus.com

**EXHIBIT B**  
**Standard Agreement**

**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 below:
- Hourly Rate: \$90
  - Estimated Hours: 54
  - Travel: \$139
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than quarterly in arrears to:

Emma Plasencia  
Air Resources Board  
Research Division  
1001 I Street  
P.O. Box 2815  
Sacramento, CA 95812

- C. Contractor, upon written approval by the State's Contract Manager, may rebudget funds for a cumulative total of ten (10) percent or \$25,000 whichever is less.
- D. Upon mutual agreement, ARB 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 Research Division Chief's approval. The total agreement cost will remain unchanged.

**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 D Standard Agreement

### 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 Manager 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 is 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 Standard Agreement

### 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 non-cancellable 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 Standard Agreement

### 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.
- B. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from State.

#### 2. Meetings

- A. Initial meeting. Before work on the contract begins, Contractor will meet with the State's Contract Manager and other staff to discuss the overall plan, details of performing the tasks, the project schedule, and items related to personnel or changes in personnel, and any issues that may need to be resolved before work can begin.
- B. Progress review meetings. Contractor and appropriate members of his or her staff will meet with the State's Contract Manager at various intervals to discuss the progress of the project. This meeting may be conducted by phone, if appropriate.

#### 3. Sole Proprietor

If signing this Agreement as a sole proprietor, Contractor certifies they are not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 USC 1601, et. seq.)

#### 4. Confidentiality

- A. It is understood that in the course of carrying out this Agreement, State may wish to provide Contractor with proprietary or confidential information of State (Proprietary Information). Contractor agrees to use its best efforts to hold proprietary information in confidence and shall return it to State upon the completion of the project.
- B. This obligation shall apply only to proprietary information that is designated or identified as such in writing by State prior to the disclosure thereof. All proprietary information shall be sent only to the Principal Investigator. Moreover, this obligation shall not apply to any proprietary information which: a) is or becomes publicly known through no wrongful or negligent act on the part of University; b) is already known to University at the time of disclosure; c) independently developed by University without breach of this agreement; or d) is generally disclosed to third parties by State without similar restrictions on such third parties.