

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 08/03)

CSUS #06080304

AGREEMENT NUMBER 08-104
REGISTRATION NUMBER

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

California State University Sacramento (CSUS, University, or Contractor)

2. The term of this Agreement is **June 30, 2009 or Upon DGS approval, whichever occurs sooner** through **April 30, 2012**

Agreement is:

3. The maximum amount of this Agreement is: **\$399,447.00**
Three hundred ninety-nine thousand four hundred forty-seven 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 A, Attachment 1	3 pages
Exhibit B – Budget Detail and Payment Provisions	1 pages
Exhibit B, Attachment 1 – Budget Summary	2 pages
Exhibit C* – General Terms and Conditions (GIA -101)	On-line
Exhibit D Special Terms and Conditions	1 page
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

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

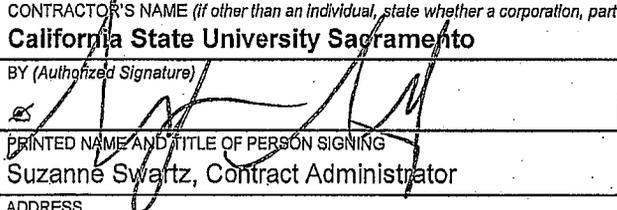
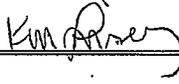
CONTRACTOR		California Department of General Services Use Only <div style="border: 2px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> APPROVED JUL 31 2009 DEPT OF GENERAL SERVICES </div>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) California State University Sacramento		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/10/09	
PRINTED NAME AND TITLE OF PERSON SIGNING Suzanne Swartz, Contract Administrator		
ADDRESS 6000 J Street Sacramento, CA 95819-6008		
STATE OF CALIFORNIA		
AGENCY NAME Air Resources Board		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/15/09	
PRINTED NAME AND TITLE OF PERSON SIGNING Socorro Watkins, Chief, Business Management Branch		
ADDRESS 1001 I Street, 20th Floor Sacramento, CA 95814		
Sharon Simmons Contract Services Section Manager Air Resources Board		

EXHIBIT A

SCOPE OF WORK

1. California State University (CSUS, University, or Contractor) agrees to provide services to the Air Resources Board (ARB), Office of Climate Change, in accordance with Exhibit A, Attachment 1.
2. The project representatives during the term of this Agreement will be:

Requesting Agency: Air Resources Board	Providing Agency: California State University Sacramento
Name: Mary Farr	Name: Priscilla Gandy
Air Resources Board	Events/Conference Planning
Office of Climate Change	
Phone: (916) 445-8290	Phone: (916) 278-4820
Email: mfarr@arb.ca.gov	Email: gandyp@csus.edu

The ARB Contract Administrator is:

The CSUS Contract Administrator is:

Requesting Agency: Air Resources Board	Providing Agency: California State University Sacramento
Name: Andrea Sutton Contract Analyst	Name: Chad Smith, Contracts Manager Conference & Training Services
Administrative Services Division Contract Services Section	CSUS
Address: 1001 I Street, 20 th Floor Sacramento, CA 95814	Address: 6000 J Street Sacramento, CA 95819- 6008
Phone: (916) 324-2186	Phone: (916) 278-4842
Fax: (916) 327-2940	Fax: (916) 278-4500
Email: asutton@arb.ca.gov	Email: smithcm@csus.edu

EXHIBIT A, ATTACHMENT 1

SCOPE OF WORK

Introduction/Objectives

The purpose of this contract is to acquire services to produce public meetings and events for subsequent years through April 30, 2012. These services will be used to support the Air Resources Board (ARB) in implementing the provisions of the California Global Warming Solutions Act of 2006 (AB 32, Chapter 488, Statutes of 2006; Commencing with Health & Safety Code Section 38500). As described in the Scoping Plan, the road map to implementing the California Global Warming Solutions Act of 2006, ARB is required to collaborate with state agencies, as well as consult with the Global Warming Environmental Justice Advisory Committee (EJAC), other California Global Warming Solutions Act of 2006 advisory groups, Economic and Technology Advancement Advisory Committee (ETAAC), Climate Action Team (CAT), industry sectors, business groups, academic institutions, environmental organizations, and other stakeholders. Additionally, ARB is required to conduct a series of public workshops to give interested parties the opportunity to comment on the Scoping Plan.

ARB staff anticipates conducting activities and events, including, but not limited to, workshops, stakeholder meetings, focus group meetings, town hall meetings, local government meetings, community meetings, public health meetings, disadvantaged community meetings, issue based discussions, trainings, presentations, and outreach. These events, when possible and pertinent, will be held within the environmental justice communities. These events will also assist ARB in providing appropriate and expedient exchange of information with all parties statewide on the California Global Warming Solutions Act of 2006 implementation, regulatory and program development, and other greenhouse gas reduction activities.

1. Event Structure/Content

For each task below, electronic media should be used to the greatest extent possible. Materials and information will be made available on-line with links and announcements established from the ARB website. All tasks will be coordinated through the Contract Manager, or assigned staff as confirmed by the Contract Manager.

Task 1.1: The Contractor shall assist in developing a work plan and timeline for the workshops or other events in consultation with the Contract Manager or assigned staff. The Contractor will participate in weekly (or other pre-determined period) updates and communication with the Contract Manager and/or assigned staff.

Task 1.2: When deemed appropriate, the Contractor shall work with the Contract Manager or assigned staff to ensure the development of agendas, relevant handouts, meeting announcements and development of sign-in sheets. Before distribution of any materials, the Contract Manager will approve the final version of

materials. In addition, the Contractor will ensure deliveries to/from ARB and CSUS of duplicated and/or other hard copy items, when necessary.

Task 1.3: As directed, the Contractor will develop a green action list to reduce the carbon footprint at the event. The green action list may include, but is not limited to:

- Encourage the use of public transportation, low emission vehicle, carpool, etc.
- Make arrangements with the venue to provide adequate collection bins for recyclables.
- For paper products (nametags, badges, letters, envelopes, brochures, etc.) use paper that contains at least 30% post-consumer fiber
- If attendees would like copies of specific handouts or transcripts, provide these via e-mail to the contract manager to post on the ARB website.
 - Encourage participants to use flash memory to copy presentations.

2. Facility Coordination

Task 2.1: The Contractor shall work in coordination with the Contract Manager or other assigned staff to secure a government facility, when possible. The Contract Manager or other assigned staff will provide the Contractor with a list of government facilities statewide that allow for government usage (i.e., at no or minimal cost).

Task 2.2: As directed, the Contractor will make all facility arrangements including, but not limited to, negotiating contracts, arranging hotel accommodations within the approved State rate, reserving a block of rooms, and securing event room needs including room set-up and audio/visual requirements, when applicable.

Task 2.3: As directed, the Contractor will send electronic information to various organizations. When sending electronic information, language must be approved by contract manager or assigned staff, but must lead with the words "AB 32" or "ARB" and not CSUS. The Contractor will work with the Contract Manager for appropriate event title and display.

3. Facilitator/Speaker Coordination

Task 3.1: The Contractor, in coordination with the Contract Manager or other assigned staff, will be responsible for securing a Facilitator to facilitate the meetings and/or trainings, as necessary.

Task 3.2: When applicable, and in coordination with the Contract Manager or assigned staff, the Contractor shall be responsible for confirming and following up with presenters. The Contractor will request biographies, abstracts and supporting materials for all presentations directly with the presenters and submit electronic copies of these materials to the Contract Manager, as necessary.

4. Travel/On-site

Task 4.1: The Contractor shall be responsible for participating on-site at the meetings/and or trainings, as needed. The Contractor will act as the point of contact for facility personnel for any issues that arise during the course of the event.

Task 4.2: When appropriate, the Contractor will coordinate travel and lodging needs for Speaker(s) and Facilitator(s), and provide compensation for their services and pay for/reimburse travel, meals and per diem at state rates, as approved by Contract Manager.

Task 4.3: When the event requires all participants to work through a designated mealtime, the Contractor will arrange for appropriate sustenance at the event for committee members, speakers, ARB staff and those associated with the administration of the event, as needed.

5. Graphic/Web Design

Task 5.1: Whenever applicable, the Contractor will produce invitations or other announcements to promote participation and meetings.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing

- A. For services satisfactorily rendered in accordance with this agreement and upon receipt and approval of the invoices agree to compensate the California State University Sacramento for actual expenditures incurred in accordance with the rates specified herein or attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than quarterly in arrears to

Air Resources Board
Attn: Accounting Section
P.O. Box 2815
Sacramento, CA 95812

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. Payment

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
- B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.
- C. The amount to be paid to University under this Agreement includes all sales and use taxes incurred pursuant to this Agreement. University shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.

**EXHIBIT B
ATTACHMENT 1**

BUDGET SUMMARY

See attached budget estimate. Some of these anticipated activities may be combined or modified to address our dynamic program needs (e.g., holding back-to-back meetings in Southern California or the Central Valley).

Air Resources Board Global Climate Change Projects		#1 CAP AND TRADE Stakeholder Meetings	#2 CAP AND TRADE Other Group Meetings	#3 Community Meetings	#4 Local Gov't Meetings	#5 EJAC Meetings	#6 Public Health Meetings	#7 Investment to Disadvantaged Communities
Operating Expenses								
Printing/Duplication	\$275	\$0	\$0	\$0	\$0	\$0	\$100	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage and Communication	\$110	\$110	\$80	\$80	\$60	\$40	\$40	\$20
Conference Site Costs	\$5,500	\$0	\$6,400	\$4,400	\$4,800	\$4,800	\$2,200	\$1,600
	\$5,885	\$110	\$6,480	\$4,480	\$4,860	\$4,860	\$2,340	\$1,620
Equipment Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel and Per Diem	\$27,900	\$990	\$720	\$2,700	\$3,150	\$2,700	\$2,700	\$1,500
Speakers	\$33,000	\$33,000	\$16,000	\$16,000	\$0	\$0	\$8,000	\$4,000
Other Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs (TDC)	\$109,960	\$76,973	\$41,560	\$42,540	\$18,570	\$18,570	\$28,520	\$14,750
Total Indirect Costs (20% of TDC)	\$21,992	\$15,395	\$8,312	\$8,508	\$3,714	\$3,714	\$5,704	\$2,950
Total Project Cost	\$131,952	\$92,367	\$49,872	\$51,048	\$22,284	\$22,284	\$34,224	\$17,700
Total Project Costs	\$399,447							
Total Personnel	\$157,438							
Total Overhead	\$66,575							
	\$224,012							

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Termination

- A. This Agreement may be canceled at any time by either party, upon thirty (30) days written notice to the other party.
- B. In the case of early termination, the performing agency will 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 will also be provided to ARB.
- C. Upon receipt of the invoice, progress report, and data, a final payment will be made to the performing agency. This payment shall be for all ARB-approved, actually incurred costs in accordance with Exhibits A and B, and shall include labor, and materials purchased or utilized (including all noncancellable commitments) to termination date.

2. Disputes

- A. ARB reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that the ARB gives the performing agency a notice that this Agreement will be terminated. The stop-work order will be in effect until the dispute has been resolved or this Agreement has been terminated.
- 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 agency employees normally responsible for the administration of this agreement, shall be brought to the attention of the Executive Officer or designated representative of each agency for joint resolution.

3. Amendments

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

EXHIBIT E

ADDITIONAL PROVISIONS

1. Copyrightable Materials

In recognition of the policy of ARB and CSUS to promote and safeguard free and open inquiry by faculty, students and the members of the public and in furtherance of such policy, both parties agree to the following with respect to rights of copyrights under this Agreement:

A. CSUS shall include exclusive copyrights and trademarks in the name of State of California, Air Resources Board.

2. Travel & Per Diem

A. Any reimbursement for necessary travel and per diem shall be at the State's approved travel rates.

B. No foreign travel shall be reimbursed unless prior written authorization is obtained from ARB.