



INVOICE

CO80690

REC'D APR 10

Jill Abelson  
Agreement # ~~08-301~~  
895 Head Street  
San Francisco CA 94132

Billable to:

State of California  
Air Resources Board  
Research Division  
PO Box 2815  
Sacramento CA 95813  
ATTN: EMMA PLASENCIA

Invoice Date: 3/1/09  
Performance Period: ~~12/01/08-2/28/09~~

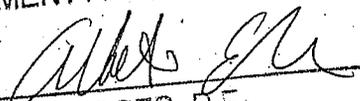
Services Performed:

Consulting and strategy development in support of ARB's Cool California.org web portal, including: (a) input and consultation on overall site design, branding and content; (b) input and consultation into target strategies for site's four audience groups; (c) advice and guidance supporting site launch, internal and external marketing and public outreach; (d) recommendations in support of site evaluation and metrics; (e) recommendations regarding current/future opportunities to promote the site among the general public. Provided other input and recommendations as requested.

Units: 66 hours  
Cost: \$75/hour

Invoice Total: ~~\$4,950~~

PAYMENT APPROVED:

  
BART E. CROES, P.E.  
CHIEF, RESEARCH DIVISION  
DATE 4/22/09

Agreement # 08-301

REC'D APR 24 2009

AGREEMENT NUMBER <b>08-301</b>
REGISTRATION NUMBER <b>39001108344488</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

**Jill Abelson**

2. The term of this Agreement is: **Dec 1, 2008** through **Feb 28, 2009**

3. The maximum amount of this Agreement is: **\$4,950.00**  
**Four Thousand Nine Hundred and Fifty Dollars.**

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 – Statement of Work	1 Page
Exhibit A, Attachment 1; Work Specifications	3 Pages
Exhibit B – Budget Detail and Payment Provisions	1 Page
Exhibit C* – General Terms and Conditions	GTC 307
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this	2 Pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
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**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**JILL ABELSON**

BY (Authorized Signature)

*Jill Abelson*

DATE SIGNED (Do not type)

*11/17/08*

PRINTED NAME AND TITLE OF PERSON SIGNING

**Jill Abelson, Consultant**

ADDRESS

**3175 Porter Street NW, Washington, DC 20008**

**STATE OF CALIFORNIA**

AGENCY NAME

**Air Resources Board**

BY (Authorized Signature)

*Sharon Simmons*

DATE SIGNED (Do not type)

*11/18/08*

PRINTED NAME AND TITLE OF PERSON SIGNING

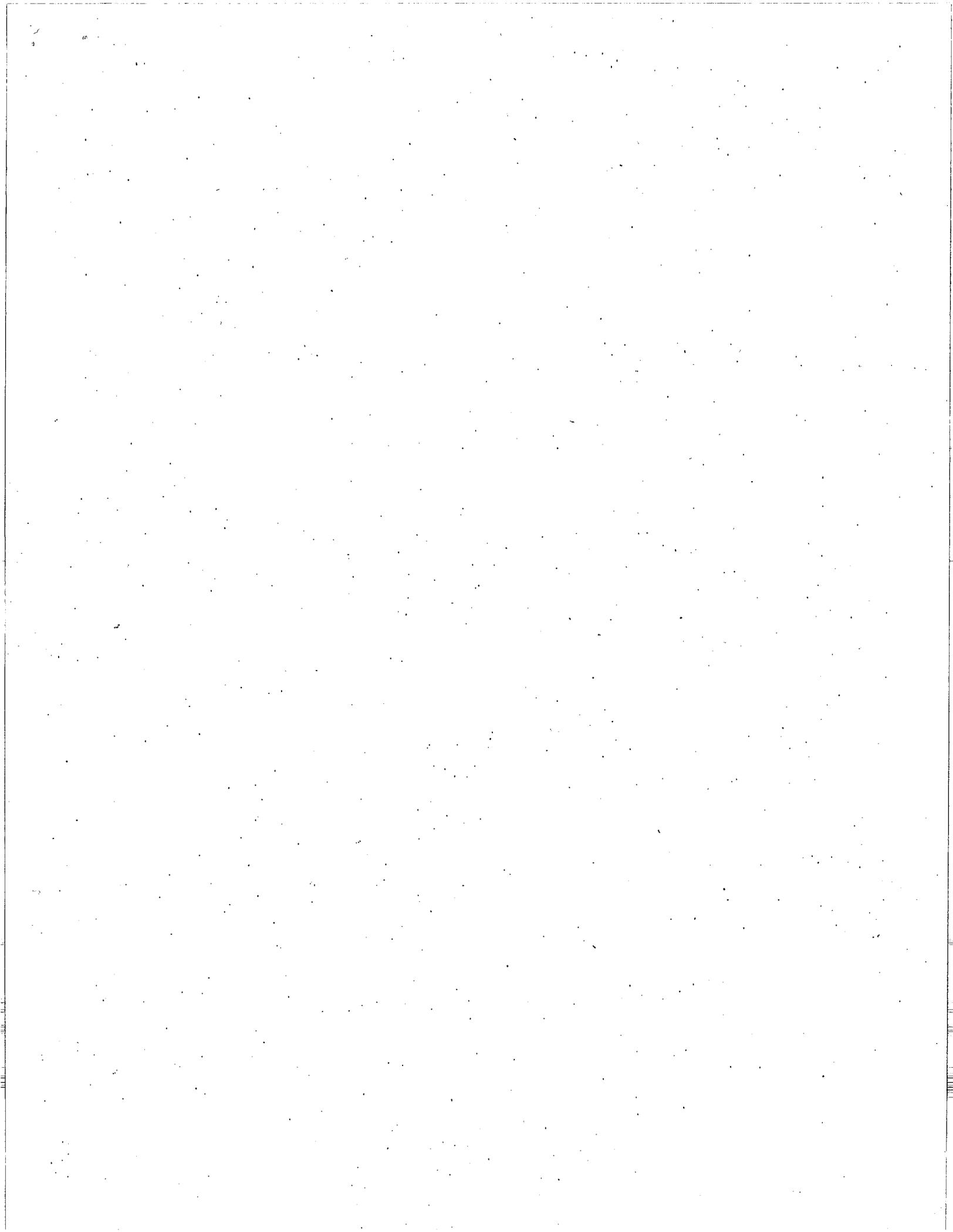
**Sharon Simmons, Manager, Contract Services Section**

ADDRESS

**P.O. Box 2815  
 Sacramento, CA 95812**

California Department of General  
 Services Use Only

Exempt per: SCM, Vol 1.4.04.A.2



**EXHIBIT A**

**STATEMENT OF WORK**

1. The Contractor shall provide consulting to the Air Resources Board, in support of (I) the Cool California Web portal and (II) as assigned, and within available existing contract funds, ARB's mission to educate Californians broadly about climate change and the need to reduce their climate impact.
2. The Contract Manager during the term of this agreement will be:

State Agency: Air Resources Board	Contractor: Jill Abelson
Name: Kyra Naumoff	
Phone: (916) 323-0664	Phone: (202) 364-0778
Fax: (916) 322-4357	Fax: (202) 966-4150
Email: <a href="mailto:knaumoff@arb.ca.gov">knaumoff@arb.ca.gov</a>	Email: <a href="mailto:jillabelson@yahoo.com">jillabelson@yahoo.com</a>

Direct all administrative inquiries to:

State Agency: Air Resources Board	Contractor: Jill Abelson
Section/Unit: Administrative Services Division	Section/Unit: Consultant
Attention: Shana Groff	
Address: 1001 "I" Street, 5 <sup>th</sup> Floor Sacramento, CA 95814	Address: 3175 Porter Street NW Washington, DC 20008
Phone: (916) 323-1511	Phone: (202) 364-0778
Fax: (916) 322-4357	Fax: (202) 966-4150
Email: <a href="mailto:sgroff@arb.ca.gov">sgroff@arb.ca.gov</a>	Email: <a href="mailto:jillabelson@yahoo.com">jillabelson@yahoo.com</a>

## **WORK SPECIFICATIONS**

1. The Contractor shall provide consulting to the Air Resources Board, in support of (I) the Cool California Web portal and (II) as assigned, and within available existing contract funds, ARB's mission to educate Californians broadly about climate change and the need to reduce their climate impact.

### **i. Cool California Web Portal**

Statement of Work Specifications for the development and launch of the web portal includes providing:

- (a) input and consultation on an overall strategy for developing both a targeted, user-friendly and interactive website design and well-developed content on the coolcalifornia.org site;
- (b) specific input and consultation for designing and marketing targeted carbon emission reduction strategies to individuals, schools, governments, community organizations, youth, and small businesses to be disseminated through the coolcalifornia.org website;
- (c) advice in support of web site launch & marketing internally and externally, e.g. support addressing partnership development, creative/logo development, media & other public outreach, and collaboration with other state agencies and Next Ten support team;
- (d) advice and consult in support of web site evaluation metrics/measures of success;
- (e) advice, consultation and input in support of upcoming outreach opportunities (e.g. California state fair and others).

Jill Abelson [jillabelson@yahoo.com](mailto:jillabelson@yahoo.com) Washington, DC (202) 364-0778

- ▶ Expertise in strategic planning, design, creative execution, implementation and evaluation of climate, energy efficiency and eco-labeling public education programs
- ▶ Experienced in multi-media applications: print, radio, TV, on-line and social marketing
- ▶ Unique experience in government/private partnership development
- ▶ Career spans Federal and state government, non-profit and private consulting across multiple environmental sectors: energy, climate, water quality, conservation

**Glover Park Group, Washington, DC Oct. 2007 to present**

As senior consultant in firm's green practice, provide strategic communications and marketing services for a variety of clients including US Green Buildings Council, United Technologies Corporation, World Wildlife Fund, and Environmental Defense. Projects range from national PR and event strategy promoting LEED for homes; to marketing/communications strategies promoting energy efficient buildings technologies, fuel cells, and renewable energy research; to launch of national climate change educational/awareness program.

**US EPA, Office of Atmospheric Programs/Climate Protection Division, Washington, DC 1997-2007**

Managed national marketing and communications for 50+ qualified and emerging product categories marketed under EPA's ENERGY STAR Program, including computers, electronics, data centers, lighting, thermostats and HVAC equipment; representing ~ 16 million metric tons of carbon equivalent/\$6 billion in savings, annually. Responsible for national public education campaigns; national and regional media outreach; brand management; marketing partnerships with manufacturers, utilities, retailers, NGOs, state government and media; social marketing; and web marketing/communications. Supported climate protection, energy efficiency and behavioral change educational initiatives in the Europe Union, India, China, Taiwan, Philippines, Canada, Australia, and New Zealand. Managed a team of 3 senior communications staff, and contracts/grants portfolio of ~\$4.5 m/year.

**Greenpeace USA, Washington, DC 1996-1997**

Provided strategic communications support to organization's Climate Campaign Director & Press Director, focusing on 1997 expedition to document impacts of climate change in the Arctic. Wrote peer-reviewed issue papers on impacts to boreal forests, polar bears, and indigenous populations, developed press materials, and collaborated with scientists and staff worldwide on campaign strategy, educational and policy goals.

**National Environmental Trust, Washington, DC 1996**

Supported organization's climate campaign which focused on grassroots advocacy, Congressional and network-based outreach. Researched, wrote and published multiple op-eds on impacts of global warming throughout the U.S.

**US EPA, Washington, DC 1993-1996 (other positions held)**

**Congressional Liaison, Office of Congressional & Legislative Affairs**

- Managed portfolio of Clean Water Act and Safe Drinking Water Act reauthorization for EPA's Office of Water.

**Agency Liaison to Vice President's Gore's Office of National Performance Review**

- As EPA designee, conducted legislative, budgetary & policy analysis for White House, NPR and Federal agency staff; and coordinated agency participation in presidential reinvention/recognition initiatives.

**Environmental Protection Specialist, National Estuary Program**

- Led review panel for 1995 nominees to EPA's estuary program, and provided communications support to EPA's Gulf of Mexico and coastal/marine programs.

**State of Florida Dept of Environmental Regulation, Tallahassee, FL 1991-1993**

As Federal Affairs Coordinator for Agency Secretary Carol Browner, coordinated joint efforts with state/Federal/local agencies, environmental groups & Congress to support and fund priority state environmental projects, notably Everglades restoration, Florida Keys water quality program, Kissimmee/Suwannee/Apalachicola River restoration and acquisition of sensitive conservation areas.

**Cassidy & Associates Government/Public Affairs Consulting Group, Washington, DC 1989-1991**

Provided research and client services on a variety of client projects, focusing on medical research, health care, environment, and transportation.

**United States Senate, Office of Senator Lawton Chiles (D-FL), Washington, DC 1985-1989**

Monitored legislation, fielded constituent requests, and supported committee staff in the areas of tax policy, government oversight and foreign affairs. Lawton Chiles was a 3-term U.S. Senator and Chairman of the Senate Budget Committee.

**Education**            B.A., Magna Cum Laude, Mount Holyoke College, South Hadley, MA, 1985  
Major: Political Science    Member: Phi Beta Kappa

**Recent Career Honors**

EPA Gold Medal for Outstanding Service, 2005; EPA Commendations & Superior Performance Awards, 1994-95, 1999-2001, 2006

US Green Buildings Council/American Society of Interior Design, Re-Green Advisory Committee, 2006-2007

National Ski Areas Industry Association, Panelist for Golden Eagle Environmental Excellence/Sustainability Awards 2006, 2007

Presenter, National Innovations in Social Marketing Conference, 2007

Presenter, Green Festival/Green Business Conference, 2005 - 2007

Contributing Author, *Marketing in the Public Sector: A Roadmap for Improved Performance*, Phil Kotler & Nancy Lee, Wharton School Publishing, 2006

Contributing Author\*, *Standards and Labeling Guidebook for Appliances, Equipment and Lighting*, 2<sup>nd</sup> edition, Steve Wiel & James McMahon, published by the Collaborative Labeling & Appliance Standards Program (CLASP), US AID, UN Foundation, UN Development Program, and US EPA, 2005. \* Contributed chapter entitled, "Designing and Implementing Communications Campaigns for Labeling and Standards Setting Programs."

**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 below:

- Rate: \$75.00
- Hours: 66
- Total: \$4,950.00

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  
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. 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**

**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, the 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

## EXHIBIT D

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.

### 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 requirements of this Agreement.
- C. Upon receipt of the invoice and report, 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. 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.

#### 2. 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.)

#### 3. 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.
- 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.