

AGREEMENT NUMBER 08-338
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

Employment Development Department (EDD or Contractor)

2. The term of this Agreement is: June 1, 2009 through December 31, 2009

3. The maximum amount of this Agreement is: **\$16,000.00**
(Sixteen thousand 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

Exhibit A, Attachment 1

Exhibit B – Budget Detail and Payment Provisions

Exhibit B, Attachment 1

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

Exhibit - D* Special Terms and Conditions

41 Pages
28 Pages
2 Pages
2 Pages
GIA 101
2 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

California Department of General
Services Use Only

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

Employment Development Department (EDD)

BY (Authorized Signature)

DATE SIGNED (Do not type)

Rose Liu
PRINTED NAME AND TITLE OF PERSON SIGNING

10/23/09

Rose Liu, Manager, Contract Services Group

ADDRESS

800 Capitol Mall, MIC 62-C
Sacramento, CA 95814

STATE OF CALIFORNIA

AGENCY NAME

Air Resources Board (ARB)

BY (Authorized Signature)

DATE SIGNED (Do not type)

Sharon Simmons
PRINTED NAME AND TITLE OF PERSON SIGNING

NOV 02 2009

Sharon Simmons, Manager

ADDRESS

1001 I Street, 20th Floor
Sacramento, CA 95814

Exempt per:

SCM, Vol 1., Section 4.04.5.a

EXHIBIT A

SCOPE OF WORK

1. The Contractor, California's Employment Development Department (EDD), shall provide survey services to the California Air Resources Board (ARB), in support of increasing the business community's understanding of (1) the costs and benefits of greenhouse gas reductions, (2) identifying barriers to "green practice" implementation, and (3) identifying resources required to facilitate greenhouse gas emissions reductions among California businesses.
2. The Contract Manager during the term of this agreement will be:

State Agency:	Air Resources Board	Contractor:	EDD
Name:	Kyra Naumoff	Name:	Fran Styron, Manager
Phone:	(916) 323-0664	Phone:	(916) 262-0881
Fax:	(916) 322-4357	Email:	fstyron@edd.ca.gov
Email:	knaumoff@arb.ca.gov		

Direct all administrative inquiries to:

State Agency:	Air Resources Board	Contractor:	EDD
Section/Unit:	Administrative Services Division	Section/Unit:	Labor Market Information Division
Attention:	Shana Groff	Name:	Fran Styron, Manager
Address:	1001 "I" Street, 5 th Floor Sacramento, CA 95814	Address:	7000 Franklin Blvd., Bldg 1100 Sacramento, CA 95823
Phone:	(916) 323-1511	Phone:	(916) 262-0881
Fax:	(916) 322-4357	Fax:	
Email:	sgroff@arb.ca.gov	Email:	fstyron@edd.ca.gov

(1) Survey Service

EDD's Labor Market Information Division (LMID) is preparing to conduct a statewide "green" jobs survey with the following objectives:

- 1) Obtain an estimate of the number of green and clean jobs currently in California;
- 2) Identify the current and changing business practices that are helping California to achieve a cleaner, more sustainable environment, in terms of both producers and users of green or sustainable technology/energy;
- 3) Identify the occupations that are emerging in the movement toward a greener economy; and
- 4) Identify strategies to facilitate greenhouse gas emissions reductions among California businesses.

Fifty thousand small, medium and large California businesses will be randomly selected from the Quarterly Census of Employment and Wages (universe of businesses that pay unemployment taxes). The sampling process will be a stratified random sample, stratified based upon industry, size class and county. A 4-page survey assessing both green jobs and actions that businesses are taking to address climate change will be mailed to all businesses in the sample; alternatively, business owners will have the option to enter their responses into a secure on-line version of the survey. Mail and phone follow-up will be used to bolster the return rate (goal of 50% return rate). All survey results will be entered and validated in a SQL database. The survey is expected to be mailed to businesses in April 2009. Data collection is expected to require about two months.

Labor Market Information Division (LMID) is collaborating on this survey effort with several other entities, including but not limited to ARB, Community Colleges Centers of Excellence, Labor and Workforce Development Agency, California Workforce Investment Board, and the California Energy Commission.

LMID will provide the names and contact information and survey response data to questions 1 through 10 (see attachment) for each employer that indicates interest in being contacted by the ARB in the following entry to be included on the Green Survey:

"The State of California has many programs and services available to assist your business. If you would like information from any of the following agencies, please check the agency you wish to have contact you. (*Check all that apply*)

- Small business development assistance from your local Community College
- Employee training and recruitment from your local Workforce Investment Board
- Employee retraining programs from the Employment Training Panel
- Free Basic Skills Training from the California Department of Education
- How to save money and reduce greenhouse gas emissions from the California Air Resources Board
- Renewable energy system options (e.g. wind, solar, fuel cell, etc.) from the Energy Commission

Whom should be contacted to discuss the area(s) selected above:

Name _____ Telephone _____ Email _____"

LMID will also provide the summary statistics for questions 1 through 9 for all employers that respond to the Green Survey.

(2) Business Sample for Greenhouse Gas Reduction Intervention Study

LMID will provide a sample of 2,000 businesses (including business name, address, county, employee size, industry group, contact person (if applicable), and telephone), in txt or csv file, with employment of 150 or less from a two county area (Sacramento and Alameda counties) from the InfoUSA database from which ARB can draw a sample of businesses to enroll in a greenhouse gas reduction intervention pilot study. Part of the pilot study includes an investigation of both (1) the number of green jobs the study businesses plan to create in the next several years and (2) the number of green services the study businesses require in order to save money and further reduce their greenhouse gas emissions.

ARB's Research Plan

ARB is tasked with the development of a toolkit to facilitate voluntary greenhouse gas (GHG) reductions among small California businesses. Given that small businesses are often short on capital and have few, if any, staff dedicated full or part-time to environmental issues, actions that successfully incentivize climate-friendly behavior are ill-defined. Despite the availability of information related to climate-friendly practices, such as energy efficiency and conservation, green building, waste reduction and recycling, water conservation, and environmentally-friendly purchasing, it is unclear how many businesses have implemented these well-established practices. California's urgent need to reduce climate-changing emissions calls for better understanding of the factors that motivate businesses to increase their climate-friendly actions.

The objective of the proposed research is to evaluate how environmentally sustainable behavior is motivated among small California businesses. This evaluation will be completed by (1) administering a survey to small businesses statewide (in partnership with EDD) and (2) by providing a subset of small business owners a clear and detailed synopsis of their climate change impact and offering tangible, cost-effective reasons for improvement as well as tailored solutions to reducing their GHG emissions.

The intervention component will be completed by ARB staff. A representative sample of 20–30 small businesses will be drawn from a pool of willing small businesses located in the counties of Alameda or Sacramento using a subset of the businesses sampled above (i.e. the intervention group). At the start of the study, each business will complete a survey about environmental attitudes and business practices. They will also participate in a one-week monitoring exercise to track business heating, electricity and water consumption, vehicle usage and waste generation (details below). Physical information related to each business, including previous year utility bills, will be collected. This information will be assembled into a customized action plan for each business that describes its climatic impact in comparison with other businesses in the study group and recommends measures that would most cost-effectively reduce that energy and water consumption. One year after the initial monitoring period, participants will be asked to provide information on the measures implemented as a result of the study, their mileage readings, and utility bills for the last 12 months. A community forum of the study group will be held to discuss results, the value of the process and potential environmental initiatives.

A control group will also be randomly selected. The same environmental attitudes and business practices survey will be administered to this group at the study onset and one year after the initial monitoring period occurs in the intervention group.

The compilation of statewide survey data and detailed data from a subset of small California businesses will provide both baseline information on on-going climate-friendly actions by California businesses and a better understanding of how environmentally sustainable behavior is motivated among California businesses. This information would be used to design next generation outreach strategies and incentive programs to facilitate successful GHG emissions reductions within the business community.

Deliverable

For all employers that respond to the Green Survey, EDD's Labor Market Information Division (LMID) will provide (1) summary statistics for questions 1 through 9 of the Green Survey and (2) the names and contact information for each employer that indicates interest in being contacted by the ARB.

LMID also will provide a sample of 2,000 businesses (including business name, address, county, employee size, industry group, contact person (if applicable), and telephone), in txt or csv file, with employment of 150 or less from a two county area (Sacramento and Alameda counties) from the InfoUSA database from which ARB can draw a sample of businesses to enroll in a greenhouse gas reduction intervention pilot study.

CALIFORNIA GREEN ECONOMY SURVEY

Please help us better understand California's Green Economy by taking a few minutes to complete the following survey on green jobs and activities in California

1. In total, how many employees work at this location? _____
2. Of these employees, please indicate how many currently produce goods or services in any of the following "green" categories, and provide an estimate of your future needs. *(Count each employee only once. If none, enter "0" in each box.)*

GREEN Categories	Number of Current Employees	How Many Work Half Time or More in This Capacity?
Generating and storing renewable energy - Includes alternative energy generated by but not limited to wind, solar, water, biofuels, biomass, hydrogen fuel cells, and geothermal.		
Recycling existing materials - Businesses involved in the collection and processing of recyclable materials, including firms running a recycling or wastewater plant. Includes environmental clean-up and remediation. <i>(Does not include companies that provide bins for recyclable paper, glass, and cans)</i>		
Energy efficient product manufacturing, distribution, construction, installation, and maintenance - Includes companies involved in the research, development, and manufacturing of products such as solar panels, energy efficient light bulbs, and alternative fuel vehicles. Also includes companies that install and repair these products in new or existing residential or commercial real estate, as well as real estate planning and land development.		
Education, compliance, and awareness - Includes training providers for curricula such as solar panel installation, energy auditing and residential consultation, sustainability management, alternative fuel and vehicle systems, etc. Also includes environmental consulting, governmental/legislative compliance, conservation and wildlife programs, trading and offsets, and social assistance.		
Natural and sustainable product manufacturing - Includes companies that create products using natural materials. Also includes businesses that produce safe, nontoxic products; bamboo products; products out of previously recycled materials; and agricultural firms that practice sustainable farming or forestry.		
Other, please specify _____		

3. If your staff produces green products or services as listed above, what methods are used at your firm to prepare current workers to do this work? *(Check all that apply)*

<input type="checkbox"/> In-house classroom training	<input type="checkbox"/> Community College courses
<input type="checkbox"/> On-the-job training	<input type="checkbox"/> Vocational training
<input type="checkbox"/> Vendor training	<input type="checkbox"/> College Degree (AA,AS or above)
<input type="checkbox"/> Apprenticeship programs	<input type="checkbox"/> Other _____
<input type="checkbox"/> Hire only workers who are already trained	

4. If your business makes use of "green" practices, services or products, what does your firm currently use on site? *(Check all that apply)*

<input type="checkbox"/> Alternative fuel vehicles	<input type="checkbox"/> Pollution reduction
<input type="checkbox"/> Energy efficiency conservation	<input type="checkbox"/> Water conservation
<input type="checkbox"/> Sustainable farming	<input type="checkbox"/> Recycling
<input type="checkbox"/> Recycled products	<input type="checkbox"/> Some form of renewable energy such as solar, water, wind, biofuel, etc.
<input type="checkbox"/> LEED or energy efficient construction and remodeling	<input type="checkbox"/> Other _____
<input type="checkbox"/> None at this time	

----Survey ID----|

CALIFORNIA GREEN ECONOMY SURVEY

5. What new skills or knowledge will future employees need in order to perform "green" activities at your firm?
(Check all that apply)
- | | |
|---|---|
| <input type="checkbox"/> Principles of energy conservation | <input type="checkbox"/> Vehicle technology/maintenance |
| <input type="checkbox"/> Waste minimization | <input type="checkbox"/> Information technology |
| <input type="checkbox"/> Pollution reduction and control | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Alternative energy (specify) _____ | <input type="checkbox"/> Other _____ |
6. During the next 12 months, do you expect your firm's "green" practices to:
- Decrease Remain the same Increase
7. What barriers, if any, stand in the way of implementing "green" practices at your firm? (Check all that apply)
- | | |
|---|--|
| <input type="checkbox"/> Shortage of workers with the knowledge or skills | <input type="checkbox"/> Government policies/regulations |
| <input type="checkbox"/> Shortage of available training programs | <input type="checkbox"/> Costs of implementation |
| <input type="checkbox"/> Training classes too full to enroll | <input type="checkbox"/> Lack of information |
| <input type="checkbox"/> Economic conditions | <input type="checkbox"/> Other _____ |
8. What do you view as the largest benefit to your business in taking steps to reduce greenhouse gas emissions?
- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Advantageous position should some regulation occur | <input type="checkbox"/> Cost-savings |
| <input type="checkbox"/> Competitive advantage/community recognition | <input type="checkbox"/> None |
| <input type="checkbox"/> Environmentally beneficial | <input type="checkbox"/> Other _____ |
9. What resources would help reduce greenhouse gas emissions at your firm? (Check all that apply)
- Information about specific actions to take to cost-effectively reduce greenhouse gas emissions
 - Case studies showing how similar businesses cost-effectively reduce their greenhouse gas emissions
 - Financing options to reduce greenhouse gas emissions
 - Online calculator for businesses to calculate their greenhouse gas emissions
 - Statewide award program to recognize businesses that successfully reduce greenhouse gas emissions
 - Protocol for reporting greenhouse gas emissions
 - Technical support (for example training and on-line question and answer)
 - None
 - Other _____
10. The State of California has many programs and services available to assist your business. If you would like information from any of the following agencies, please check the agency you wish to have contact you. (Check all that apply)
- Small business development assistance from your local Community College
 - Employee training and recruitment from your local Workforce Investment Board
 - Employee retraining programs from the Employment Training Panel
 - Free Basic Skills Training from the California Department of Education
 - Cost-savings strategies to reduce greenhouse gas emissions from the California Air Resources Board
 - Renewable energy system options (e.g. wind, solar, fuel cell, etc.) from the Energy Commission

Whom should be contacted to discuss the area(s) selected above?

Name _____ Telephone _____ Email _____

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 which properly detail all charges the Air Resources Board agrees to compensate the Employment Development Department 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 as a one time payment of \$16,000 to Ms. Emma Plasencia at the address below:

Ms. Emma Plasencia
Air Resource Board
Research Division (5th Floor)
P.O. Box 2815
Sacramento, CA 95812

Payment will be made to EDD within thirty (30) days of receipt and approval. *Payment must reference the EDD Contract No. M976405 and the EDD invoice number and mailed to the following attention:*

Employment Development Department
Accounting Section, MIC 70
P.O. Box 826217
Sacramento, CA 94230-6217

- C. Budget Flexibility: Subject to the prior review and approval of the contract manager, line item shifts of up to \$25,000 or ten percent of the annual contract total, whichever is less, may be made up to a cumulative maximum of \$25,000 or 10%, whichever is less, for all line item shifts over the life of the contract. There must be a substantial business justification for any shifts made. Fund shifts which increase Indirect, Overhead or General Expense line items are prohibited. Line item shifts may be proposed/requested by either the State or the ^{Contractor} University in writing and must not increase or decrease the total contract amount allocated. Any line item shifts must be approved in writing by the Division Chief of the Research Division, or his or her designee, and must be sent to the Contracts Section within 10 days of approval for inclusion in the contract folder. If the contract is formally amended, any line item shifts agreed to by the parties must be included in the amendment.

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.

Contract Name: Air Resources Board/EDD
 Term of Contract: June 1, 2009 through Dec 31, 2009

EDD Contract: Robert Nesman
 EDD Contract No. M976405
 Exhibit B, Attach. 1
 Page 1 of 1

Budget Detail Sheet
 SFY 2009-10*

PERSONAL SERVICES & PERSONNEL BENEFITS (PS & PB)

<u>Classification</u>	<u>Annual Salary</u> ¹	<u>Contract Hours</u>	<u>PYs</u>	<u>Total Costs</u>
		0.0	0.0000	\$0.00
		0.0	0.0000	\$0.00
		0.0	0.0000	\$0.00
		0.0	0.0000	\$0.00
		0.0	0.0000	\$0.00
		0.0	0.0000	\$0.00
		0.0	0.0000	\$0.00
		0.0	0.0000	\$0.00
Sub-Total		0.0	0.0000 (A)	\$0.00 (B)
Personnel Benefits (41.23% of (B))				<u>\$0.00</u>
TOTAL PS & PB				<u>\$0.00</u>

OPERATING EXPENSES & EQUIPMENT (OE&E)

Allocated OE&E ((A) multiplied by \$17,310 per PY) \$0.00

OE&E

<u>Expense Type</u>	<u>Est. Cost</u>
Postage	\$16,000

Total OE&E \$16,000.00

TOTAL OE&E \$16,000.00

Administrative Staff and Technical (AS&T) ((A) multiplied by \$8,839 per PY) \$0.00

CONTRACT TOTAL \$16,000.00

* Rates may be subject to change.

Please Note: If Staff is outstationed DO NOT include the allocated OE&E

¹ Do not reduce the maximum salary rate when calculating the cost of an employee. The net operating hours have been adjusted due to the furlough which reduce our PY costs.

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 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

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.