

AGREEMENT NUMBER 17ISD011
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Air Resources Board (CARB or State)

CONTRACTOR'S NAME

Western Climate Initiative, Inc. (WCI, Inc. or Contractor)

2 The term of this

Agreement is: January 1, 2018 through December 31, 2019

3. The maximum amount **\$5,000,000.00**
 of this Agreement is: Five Million 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	2 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C* – General Terms and Conditions	GTC 04/2017
Exhibit D – Special Terms and Conditions	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 <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

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



CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Western Climate Initiative, Inc.		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Greg Tamblyn, Executive Director		
ADDRESS 980 9 th Street, Suite 1600 Sacramento, CA 95814		
STATE OF CALIFORNIA		
AGENCY NAME California Air Resources Board		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Edie Chang, Deputy Executive Officer		
ADDRESS 1001 I Street, 20 th Floor Sacramento, CA 95814		
		<input checked="" type="checkbox"/> Exempt per: DGS memo dated 5/6/10 (88 Ops. Cal. Atty. Gen 56 (2005))

EXHIBIT A SCOPE OF WORK

1. Background

Assembly Bill (AB) 32 The Global Warming Solutions Action of 2006 charges the California Air Resources Board (CARB) with designing emission reduction measures to meet statewide emission limits for greenhouse gases (GHG). AB 32 directed CARB to design and implement measures that achieve real, quantifiable, cost-effective reductions of GHG emissions to return California to 1990 emissions levels by 2020. CARB was authorized to consider using market-based compliance mechanisms, such as a cap-and-trade program, to achieve the necessary emission reductions. Additional information on AB 32 and the CARB climate change program is available at: <http://www.arb.ca.gov/cc/cc.htm>.

After a multi-year policy development and stakeholder involvement process, CARB adopted the California cap-and-trade regulation that took effect on January 1, 2012. CARB has also adopted regulations to link the California program with a similar program implemented by the Province of Québec. That linkage took effect on January 1, 2014. The California and Québec programs are anticipated to link with a similar program implemented by the Province of Ontario in 2018.

Western Climate Initiative, Inc. (WCI, Inc. or Contractor) was formed as a nonprofit organization to provide coordinated administrative and technical support to California and other states and provinces implementing emissions trading programs to reduce GHG emissions. By coordinating support across jurisdictions, WCI, Inc. enables cap-and-trade programs to be administered at a lower cost than would be possible with independent administration by each jurisdiction. Coordinated administrative support ensures that all the programs maintain the highest level of security, enhances market oversight, reducing the potential for fraud and malfeasance, and provides a framework that can be expanded as more jurisdictions implement their respective programs.

CARB will provide annual participation dues to WCI, Inc. including one (1) million in additional funding for support of AB 398 and the Cap-and-Trade Compliance Instrument Tracking System Service (CITSS) as described in Exhibit B. As a participating jurisdiction, and as required in Senate Bill 1018 (California Government Code Section 12894), California holds two (2) voting positions and two (2) nonvoting positions on the WCI, Inc. Board of Directors. Québec, Ontario, and British Columbia are also participating jurisdictions (more information regarding the WCI, Inc. Board of Directors and bylaws is available at: <http://www.wci-inc.org/>). The funding contributions to WCI, Inc. differ among jurisdictions based upon covered GHG emissions in each jurisdiction.

WCI, Inc. agrees to provide CARB with participation in WCI, Inc. with access to administrative systems being developed and administered to support the implementation of state and provincial GHG trading programs. CARB will be provided access to administrative systems including development and administration of CITSS; administration of a CITSS help desk; development and administration of an allowance auction platform; coordinated auction financial administration; and analyses supporting market monitoring performed by each jurisdiction of allowance auctions and allowance and offset credit trading.

EXHIBIT A SCOPE OF WORK

2. Contract Representatives

The Project Managers during the term of this Agreement shall be:

State Agency: Air Resources Board	Contractor: Western Climate Initiative, Inc.
Name: Blayne Morgan	Name: Greg Tamblyn
Address: 1001 I Street Sacramento, CA 95814	Address: 980 Ninth Street, Suite 1600 Sacramento, CA 95814
Phone: (916) 323-0564	Phone: (916) 449-9966
Email: blayne.morgan@arb.ca.gov	Email: gtamblyn@wci-inc.org

The parties may change their Contract Representative(s) upon providing ten (10) days written notice to the other party's Contract Representative(s). The notifying party shall provide complete contact information for the replacement Contract Representative(s) to include the information provided above

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. Upon receipt and approval of the itemized invoice(s), the State agrees to compensate the Contractor for annual membership dues of \$2,000,000.00 billed on a quarterly basis at \$500,000.00 and \$1,000,000.00 for AB 398 implementation and CITSS support billed in arrears and to be included on the quarterly invoices along with the membership dues. The total amount payable to the Contractor for the duration of the contract shall not exceed \$5,000,000.00.
- B. Contractor shall submit one (1) original and one (1) copy of each invoice. Invoice(s) must include the Agreement Number and shall be submitted not more frequently than quarterly in arrears to:

California Air Resources Board
Accounting Section
P.O. Box 1436
Sacramento, CA 95812

- C. Government Code Section 12894(c) requires CARB to provide 30-day notice to the Joint Legislative Budget Committee prior to any funds over \$150,000 being provided to WCI, Inc. from CARB.

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. The State will promptly notify Contractor if the Budget Act does not appropriate sufficient funds for the program.
- 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. Termination

This Agreement may be canceled at any time by either party, upon thirty (30) days written notice to the other party.

2. Disputes

- A. CARB reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that CARB gives the Contractor 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 and Contractor employees normally responsible for the administration of this agreement, shall be brought to the attention of the Executive Officer or designated representative of each party for joint resolution.

3. Amendments

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. CARB reserves the right to amend this Agreement through a formal written amendment, signed by the parties, for additional time and/or funding.

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.