

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, October 26, 2016
HESD District Office Board Room
714 N. White Street, Hanford, CA

OPEN SESSION

5:30 p.m.

- Call to Order
- Members Present
- Pledge to the Flag

CLOSED SESSION

- **Student Discipline** (*Education Code Section 48918... requires closed sessions in order to prevent the disclosure of confidential student record information*)

Administrative Panel Recommendations

Case# 17-08 – Kennedy
Case# 17-09 – Kennedy
Case# 17-10 – Kennedy
Case# 17-11 – Kennedy
Case# 17-12 – CDS
Case# 17-13 - Hamilton

- **Conference with Real Property Negotiator** (*Pursuant to Government Code Section 54956.8, trustees will adjourn to Closed Session to discuss the items listed below. The items to be discussed shall be announced in accordance with Government Code Sections 54954.5 and/or under Education Code provisions.*)

Property: 1325 Beulah Street

Agency Negotiator: Superintendent Joy Gabler, Randy Edwards & Bob Gin

Negotiating Parties: HESD and John C. Cope

Under Negotiation: Discussion with negotiator regarding status

- **Conference with Real Property Negotiator** (*Pursuant to Government Code Section 54956.8, trustees will adjourn to Closed Session to discuss the items listed below. The items to be discussed shall be announced in accordance with Government Code Sections 54954.5 and/or under Education Code provisions.*)

Property: Grangeville Boulevard & 12th Avenue

Agency Negotiator: Superintendent Joy Gabler

Negotiating Parties: HESD and Joe Camara, Co-Trustee of the Donald S. Souza
Revocable Trust

Under Negotiation: Discussion with negotiator regarding status

OPEN SESSION

- Take action on closed session items

- *Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection at the superintendent's Office located at 714 N. White Street, Hanford, CA during regular business hours.*
- *Any individual who requires disability-related accommodations or modifications, including auxiliary aides and services, in order to participate in the Board meeting should contact the Superintendent in writing.*

1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

(In order to insure that members of the public are provided an opportunity to address the Board on agenda items or non-agenda items that are within the Board's jurisdiction, agenda items may be addressed either at the public comments portion of the agenda, or at the time the matter is taken up by the Board. A person wishing to be heard by the Board shall first be recognized by the President and identify themselves. Individual speakers are allowed three minutes to address the Board. The Board shall limit total time for public input on each item to 20 minutes.)

- a) Public comments
- b) Board and staff comments
- c) Requests to address the Board at future meetings
- d) Review Dates to Remember

2. CONSENT ITEMS

(Items listed are considered routine and may be adopted in one motion. If discussion is required, a particular item may be removed upon request by any Board member and made a part of the regular business.)

- a) Accept warrant listings dated October 7, 2016 and October 14, 2016.
- b) Approve minutes of Regular Board Meeting.
- c) Approve donation of dictionaries to 3rd grade students at Hamilton, Jefferson, King, Lincoln, Monroe, Richmond, Roosevelt, Washington and Simas.
- d) Approve donation of \$356.00 from Washington PTC to HESD.
- e) Approve donation of \$1000.00 from POM Wonderful and Wonderful Giving to Jefferson.
- f) Approve donation of \$38.29 from eScript to Jefferson.
- g) Adopt Resolution #15-17: Regarding Absent Board Member Copensation

5:30 p.m. Public Hearing: Adopt Resolution #13-17 Making Certain Findings for Proposition 39, Approval of Facility Solutions Agreement Between the Hanford Elementary School District "District" and Indoor Environmental Services "IES" for the Purpose of Construction, Installation of Energy Efficiency Measures on Selected District Sites

3. INFORMATION ITEMS

- a) Receive for information the quarterly reports regarding Williams Uniform Complaints (Gabler)

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider approval of the following revised Board Policy and Administrative Regulation: (Endo)
 - BP/AR 3230 – Federal Grant Funds

5. PERSONNEL (Martinez)

- a) Employment
Classified

- Angelica Acevedo, Food Service Worker II – 2.5 hrs., Wilson, effective 10/12/16
- Briana Cuthbertson, Health Care Assistant – 6.0 hrs., Hamilton, effective 10/13/16
- Michelle Martinez, Food Service Worker I – 3.0 hrs., Monroe, effective 10/5/16
- Laura Sandoval, Food Service Worker I – 3.25 hrs., Jefferson, effective 10/4/16

Temporary Employees/Substitutes/Yard Supervisors

- Katie Armstrong, Substitute Food Service Worker I/II, effective 10/13/16
- Jose Azua, Wilson Boys 7th Grade Soccer Coach, effective 11/7/16 to 2/6/17

- Alexandra Chavez, Short-term Yard Supervisor – 1.25 hrs., Richmond, effective 10/10/16 to 12/16/16
- Alma Garcia, Substitute Clerk Typist I, Bilingual Clerk Typist I, Translator: Oral Interpreter and Written Translator, effective 10/6/16
- Amy Garcia, Yard Supervisor – 3.0 hrs., Jefferson, effective 10/5/16
- John Garcia, Yard Supervisor – 1.75 hrs., Wilson, effective 10/17/16
- Brenda Leal, Substitute clerk Trainee, effective 10/10/16
- Sylvia Lombero, Yard Supervisor – 1.0 hr., Roosevelt, effective 10/17/16
- Anna Mauldin, Short-term Yard Supervisor – 1.25 hrs., Jefferson, effective 10/10/16 to 12/16/16
- Baleria Plancarte, Substitute Food Service Worker I/II, Translator: Oral Interpreter and Yard Supervisor, effective 9/15/16; Short-term Yard Supervisor – 1.5 hrs., Roosevelt, effective 10/10/16 to 12/16/16
- Christina Solorio, Short-term Yard Supervisor – 1.5 hrs., Jefferson, effective 10/10/16 to 12/16/16

b) Resignations

- Sandy Bautista Vasquez, Substitute Bilingual Clerk Typist I, Clerk Typist I, Translator: Oral Interpreter and Yard Supervisor, effective 8/18/16
- Roberto Vargas, Substitute Special Education Aide, Translator: Oral Interpreter and Written Translator, effective 8/30/16

c) More Hours

- Carmen Aurora Pimentel, Yard Supervisor, from 1.0 hr. to 2.25 hrs., Monroe, effective 9/29/16
- Alexandra Chavez, Short-term Yard Supervisor, from 1.0 hr. to 1.25 hrs., Richmond, effective 10/10/16
- Lisa Puente, Yard Supervisor, from 3.25 hrs. to 3.5 hrs., King, effective 10/1/16
- Calvin Winston, Yard Supervisor, from 1.25 hrs. to 2.25 hrs., Monroe, effective 9/29/16
- Kiessinger Yang, Yard Supervisor, from 2.5 hrs. to 2.75 hrs., King, effective 10/1/16

d) Decrease in Hours

- Angelica Aguilar, yard Supervisor, from 2.75 hrs. to 2.5 hrs., King, effective 10/1/16
- Diana Lugo, Yard Supervisor, from 3.75 hrs., to 3.25 hrs., Jefferson, effective 10/6/16
- Savina Magana, Yard Supervisor, from 2.75 hrs., to 2.5 hrs., King, effective 10/1/16

e) Voluntary Transfer

- Maribel Garcia, Food Service Worker I – 3.0 hrs. from Monroe to Richmond, effective 10/13/16

f) Leave of Absence

- Candy Mullins, Food Service Utility Worker – 3.5 hrs., Food Services, effective 10/10/16 to 10/20/16, personal
- Seeka Yang, Teacher, Monroe, effective 11/7/16 to 12/16/16, FMLA

g) Volunteers

<u>Name</u>	<u>School</u>
Stephanie Munguia	Hamilton
Audrith Perico	Hamilton
Victor Bonilla	Jefferson
Jessica Rios	Jefferson

Anna Rodriguez
Sonia Contreras
Yvette Espino
Sergio Montoya
Mikayla Cornejo
Jeanette Curiel
Janet Eckles
Suzette Jimenez

Jefferson
King
Monroe
Roosevelt
Simas
Simas
Hamilton/Wilson
Monroe/Kennedy/Richmond

6. FINANCIAL (Endo)

- a) Consider approval to open a bank account for the purposes of accepting online deposits for student paid lunches
- b) Consider approval of Resolution #12-17: Regarding the Accounting of Development Fees
- c) Consider adoption of Resolution #13-17: Approval of the Facility Solutions Agreement and Energy Reporting Agreement with Indoor Environmental Services (IES)
- d) Consider adoption of Resolution #14-17: Approval of Join School Project for Utility Rate Reduction (SPURR) Joint Powers Authority (JPA)

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler
FROM: Liz Simas
DATE: October 14, 2016

For: ☒ Board Meeting
☐ Superintendent's Cabinet
☐ Information
☒ Action

Date you wish to have your item considered: October 26, 2016

ITEM: Administrative Panel Recommendations

PURPOSE:

Case# 17-08 – Kennedy
Case# 17-09 – Kennedy
Case# 17-10 – Kennedy
Case# 17-11 – Kennedy
Case# 17-12 – CDS
Case# 17-13 - Hamilton

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 10/17/2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 10/26/2016

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants listed on the warrant registers dated: 10/07/16 and 10/14/16.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

Warrant Register For Warrants

Dated 10/07/2016

Warrant Number	Vendor Number	Vendor Name	Amount
12530924	14	ACSA Dues & Memberships	\$1,101.60
12530925	5897	ACSA KINGS CHARTER Travel & Conf	\$1,600.00
12530926	6789	CHRISTOPHER AGUILAR Prepaid Meals	\$136.60
12530927	4236	ALTERNATIVE BILLING CONSULTANT Other Services	\$900.00
12530928	59	AMERIPRIDE UNIFORM SERVICES Laundry/Mop/Mat Service	\$267.80
12530929	3947	ATKINSON ANDELSON LOYA RUUD & Legal	\$275.63
12530930	4983	B & H PHOTO-VIDEO Matl's & Supplies	\$398.00
12530931	1363	BEST BUY Food	\$11.30
12530932	4869	BUCKMAN-MITCHELL INC. Insurance	\$288.00
12530933	218	CALIFORNIA READING ASSOCIATION Travel & Conf	\$1,500.00
12530934	1891	DEBRA CAWLEY Mileage	\$83.59
12530935	3068	DEBRA COLVARD Mileage	\$93.96
12530936	6414	CONSOLIDATED TESTING LABORATOR Land Improvements	\$1,000.00
12530937	6486	CARA CUMMINGS Mileage	\$20.90
12530938	392	CUMMINS PACIFIC LLC Matl's & Supplies	\$33.42
12530939	405	DASSEL'S PETROLEUM INC. Fuel	\$443.53
12530940	414	DELL COMPUTER CORPORATION Matl's & Supplies	\$1,519.71
12530941	5427	MARY DETLEFSEN Mileage	\$117.29
12530942	6419	JAMIE DIAL Travel & Conf	\$64.00
12530943	4512	DIV. OF STATE ARCHITECT Other Services	\$616.18
12530944	4346	EAI EDUCATION Matl's & Supplies	\$30.22
12530945	3385	FISHER SCIENTIFIC Matl's & Supplies	\$824.03
12530946	6453	FLOWERS BAKING COMPANY Food	\$1,600.80
12530947	1769	FRESNO PRODUCE Food	\$18,048.24
12530948	556	JOY GABLER Dues & Memberships	\$122.40
12530949	2749	GARDA CL WEST INC. Other Services	\$493.26
12530950	1393	GAS COMPANY Gas	\$415.35
12530951	591	GOLD STAR FOODS Food	\$11,476.51
12530952	1902	HANDWRITING WITHOUT TEARS Matl's & Supplies	\$273.17
12530953	647	HANFORD JT. UNION HIGH SCHOOL Textbooks	\$1,225.00
12530954	632	CITY OF HANFORD Water/Sewer	\$19,942.31
12530955	6793	MELISSA HERNDON Prepaid Meals	\$72.70
12530956	5052	IMAGINE U CHILDRENS MUSEUM Matl's & Supplies	\$75.00
12530957	762	TAMMY JOHNSON Mileage	\$46.06
12530958	5828	KINGS COUNTY DEPT OF PUBLIC WO Fuel	\$62.64
12530959	801	KINGS COUNTY MOBILE LOCKSMITH Matl's & Supplies	\$6.00
12530960	827	LA TAPATIA TORTILLERIA INC. Food	\$2,629.08
12530961	6527	LISSETTE LIBBY Mileage	\$35.42
12530962	4945	LINDAMOOD-BELL LEARNING PROCES Other Services	\$15,840.00
12530963	912	MANGINI ASSOCIATES INC. Buildings & Improvements	\$4,523.06
12530964	6617	LESLIE MARAIN Mileage	\$6.26
12530965	2243	MATSON ALARM Rentals, Leases & Repairs	\$36.00
12530966	937	MATSON ALARM CO. INC. Other Services	\$875.00
12530967	937	MATSON ALARM CO. INC. Other Services	\$562.00
12530968	994	MOBILE MODULAR MGMT. CORP. Rentals, Leases & Repairs	\$114,720.00
12530969	4726	DIANE MOLINA Mileage	\$46.76
12530970	6791	BOA MOUA Mileage	\$4.81
12530971	6465	THE MYSTERY SPOT All Other Local Revenues	\$450.00

Warrant Register For Warrants

Dated 10/07/2016

Warrant Number	Vendor Number	Vendor Name	Amount
12530972	1058	OFFICE DEPOT Matl's & Supplies	\$1,486.60
12530973	1058	OFFICE DEPOT Matl's & Supplies	\$68.97
12530974	1071	ORIENTAL TRADING CO. INC. Matl's & Supplies	\$300.27
12530975	5111	P & R PAPER SUPPLY COMPANY INC Food/Matl's & Supplies	\$6,954.34
12530976	6674	PHYSIUS PHYSICAL THERAPY & WEL Other Services	\$250.00
12530977	1168	PRODUCERS DAIRY PRODUCTS Food	\$13,770.93
12530978	1227	RENAISSANCE LEARNING INC. Inst'l Consultant	\$6,236.50
12530979	6768	REPTILE RON ANIMAL PRESENTATIO Matl's & Supplies	\$300.00
12530980	4518	R MARK RICHARD Rentals, Leases & Repairs	\$4,600.00
12530981	5084	SACRAMENTO COUNTY OFFICE OF ED Matl's & Supplies	\$405.30
12530982	5923	SASSER SPECIALTIES Matl's & Supplies	\$144.00
12530983	1303	SAVE MART SUPERMARKETS Food	\$173.41
12530984	5079	SCHOOL KIDS HEALTHCARE Warehouse	\$220.44
12530985	3743	SHRED-IT USA – FRESNO Shredding Services	\$430.60
12530986	1801	SMART & FINAL STORES (HFD/KIT) Food	\$102.39
12530987	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$47,133.55
12530988	773	SPORTS OFFICIATING SERVICE Inst'l Consultant	\$1,405.00
12530989	6785	SPY SCREEN & IMAGE PRINTING Matl's & Supplies	\$2,687.50
12530990	1401	STANDARD STATIONERY SUPPLY Warehouse	\$29.32
12530991	1404	STANISLAUS FOUNDATION – ADMIN Other Services	\$2,592.25
12530992	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$10,267.63
12530993	2188	SUPPLYWORKS Matl's & Supplies	\$5,026.98
12530994	1444	SYSCO FOODSERVICES OF MODESTO Food/Supplies	\$27,366.83
12530995	6564	ASHLEY THOMAS Prepaid Meals	\$20.15
12530996	4064	TULARE COUNTY OFFICE OF ED Travel & Conf	\$50.00
12530997	6644	TYLER TECHNOLOGIES Other Services	\$300.00
12530998	4547	U S SCHOOL SUPPLY Matl's & Supplies	\$361.70
12530999	4090	VISALIA OVERHEAD DOOR INC Buildings & Improvements	\$2,289.64
12531000	6790	AMANDA VRYHOF Prepaid Meals	\$37.80
12531001	3863	WILLIAM WILKINSON Mileage	\$48.76
12531002	1873	ZEE MEDICAL SERVICE CO. Matl's & Supplies	\$720.89

Total Amount of All Warrants:

\$340,695.34

Credit Card Register For Payments
Dated 10/07/2016

Document Number	Vendor Number	Vendor Name	Amount
14017344	91	AUTOMATED OFFICE SYSTEMS Rentals, Leases & Repairs	\$8,269.80
14017345	416	DEMCO INC. Matl's & Supplies	\$37.94
14017346	599	GOPHER SPORT Matl's & Supplies	\$215.84
14017347	2321	GRAPHIC ENTERPRISES INC. Matl's & Supplies	\$1,401.44
14017348	652	HANFORD SENTINEL Other Services	\$3,161.82
14017349	652	HANFORD SENTINEL Other Services	\$239.82
14017350	4141	HMS INC Rentals, Leases & Repairs	\$2,180.50
14017351	5690	INDOFF INCORPORATED Equipment	\$981.48
14017352	4276	LEARNING A-Z Inst'l Consultant	\$2,563.65
14017353	6114	MCGRAW-HILL EDUCATION Books	\$202.95
14017354	994	MOBILE MODULAR MGMT. CORP. Rentals, Leases & Repairs	\$3,900.00
14017355	4776	PALOS SPORTS Matl's & Supplies	\$469.99
14017356	1214	REALLY GOOD STUFF Matl's & Supplies	\$204.74
14017357	6122	SHI INTERNATIONAL CORP Inst'l Consultant	\$9,307.00
Total Amount of All Credit Card Payments:			\$33,136.97

Warrant Register For Warrants

Dated 10/14/2016

Warrant Number	Vendor Number	Vendor Name	Amount
12531510	6271	MARIBEL AGUILERA Matl's & Supplies	\$93.08
12531511	4566	ALLIED STORAGE CONTAINERS Rentals, Leases & Repairs	\$91.38
12531512	59	AMERIPRIDE UNIFORM SERVICES Mop/Mat/Laundry Service	\$3,639.59
12531513	73	APPLE INC. Equipment/Matl's & Supplies	\$3,146.59
12531514	6628	AWESOME CHARTERS AND TOURS LLC Other Services	\$3,640.00
12531515	6796	JOSE AZUA Other Services	\$21.00
12531516	1676	BAND SHOPPE Matl's & Supplies	\$284.05
12531517	128	BENCHMARK EDUCATION COMPANY Textbooks	\$7,578.75
12531518	150	BLINDS ETC. Repairs	\$50.00
12531519	218	CALIFORNIA READING ASSOCIATION Travel & Conf	\$670.00
12531520	236	STATE OF CALIFORNIA Other Services	\$1,454.00
12531521	355	CDT INC. Other Services	\$132.00
12531522	1667	CDW GOVERNMENT INC. Matl's & Supplies/Equipment	\$24,494.70
12531523	4178	COOK'S COMMUNICATION Matl's & Supplies/Repairs	\$615.96
12531524	373	CPM EDUCATIONAL PROGRAM Books	\$2,302.40
12531525	405	DASSEL'S PETROLEUM INC. Fuel	\$5,473.70
12531526	4815	DIGITECH INTEGRATIONS INC Other Services	\$144.00
12531527	433	DISCOVERY CENTER Matl's & Supplies	\$361.00
12531528	5786	DOCUMENT TRACKING SERVICES Other Services	\$148.90
12531529	2213	NORBERTO ESPINDOLA Allowance	\$44.72
12531530	507	EVAN-MOOR EDUC. PUBLISHERS Matl's & Supplies	\$1,331.60
12531531	2915	ROSE MARY FLORES Allowance	\$100.00
12531532	5960	LAUREN FRANCO Mileage	\$32.83
12531533	556	JOY GABLER Travel & Conf	\$84.00
12531534	1393	GAS COMPANY Gas	\$587.41
12531535	4546	GIGGLETIME TOY CO Matl's & Supplies	\$242.68
12531536	6795	MARISA GONZALEZ Other Services	\$20.00
12531537	622	CHERYL GUILBEAU Mileage	\$75.87
12531538	3656	HANFORD AUTO & TRUCK PARTS Matl's & Supplies	\$799.00
12531539	1895	JENNIFER HENDERSON Matl's & Supplies	\$15.01
12531540	2427	HOME DEPOT CREDIT SERVICES Matl's & Supplies	\$302.08
12531541	711	THE HORN SHOP Equipment/Matl's & Supplies	\$5,019.18
12531542	6766	IMAGE MARKET Matl's & Supplies	\$195.40
12531543	801	KINGS COUNTY MOBILE LOCKSMITH Matl's & Supplies/Repairs	\$412.75
12531544	808	KINGS WASTE & RECYCLING Garbage	\$423.10
12531545	6459	MELODY LEE Travel & Conf	\$93.00
12531546	6369	MAC TO SCHOOL Matl's & Supplies	\$2,139.25
12531547	2903	JAIME MARTINEZ Travel & Conf/Mileage	\$249.30
12531548	2856	CHRISTINE MIZER Allowance	\$73.45
12531549	3377	GERRY MULLIGAN Matl's & Supplies/Other Services	\$133.49
12531550	5510	NEWEGG.COM Matl's & Supplies	\$596.80
12531551	4188	CHAD NIELSEN Mileage	\$29.92
12531552	1071	ORIENTAL TRADING CO. INC. Matl's & Supplies	\$241.31
12531553	1074	OUTDOOR CREATIONS INC. Matl's & Supplies	\$2,654.25
12531554	1112	PEREIRA'S FLOOR COVERING Repairs	\$3,800.00
12531555	4118	KERRY PIEROTTE Mileage	\$31.21
12531556	5432	SARAH PRINCETTA Allowance	\$97.00
12531557	1220	REEF-SUNSET MIDDLE SCHOOL Matl's & Supplies	\$140.00

Warrant Register For Warrants

Dated 10/14/2016

Warrant Number	Vendor Number	Vendor Name	Amount
12531558	6777	TAWNY ROBINSON Travel & Conf/Mileage	\$324.84
12531559	5992	RODRIGUEZ BROS INC Matl's & Supplies	\$675.54
12531560	5558	ROSA BROTHERS MILK COMPANY Matl's & Supplies	\$400.00
12531561	3883	SHEREESE ROSE Matl's & Supplies	\$180.00
12531562	5923	SASSER SPECIALTIES Matl's & Supplies	\$90.30
12531563	3131	SHERWIN-WILLIAMS CO Matl's & Supplies	\$317.67
12531564	1367	SISC III Health & Welfare	\$534,807.75
12531565	1374	SMART & FINAL STORES (HFD/DO) Matl's & Supplies	\$314.92
12531566	3800	SONITROL OF FRESNO Other Services	\$3,105.00
12531567	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$42,620.50
12531568	1401	STANDARD STATIONERY SUPPLY Warehouse	\$549.32
12531569	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$8,569.60
12531570	6564	ASHLEY THOMAS Mileage	\$37.80
12531571	6781	TMC DIRECT Matl's & Supplies	\$5,689.92
12531572	2138	THE TREE HOUSE Matl's & Supplies	\$283.69
12531573	1504	TURF STAR INC. Matl's & Supplies	\$287.86
12531574	1506	TWB INSPECTIONS Land Improvements	\$1,400.00
12531575	1521	UNITED REFRIGERATION INC. Matl's & Supplies	\$3,406.57
12531576	1554	SONIA VELO Mileage	\$68.15
12531577	1647	VERITIV OPERATING COMPANY Matl's & Supplies	\$785.57
12531578	5655	VOSSLER FARMS Matl's & Supplies	\$600.00
12531579	4794	KIMBERLY WASHBURN Mileage	\$44.06
Total Amount of All Warrants:			\$678,864.77

Credit Card Register For Payments

Dated 10/14/2016

Document Number	Vendor Number	Vendor Name	Amount
14017429	2	A-Z BUS SALES INC Matl's & Supplies	\$1,568.56
14017430	149	BLICK ART MATERIALS Matl's & Supplies	\$189.71
14017431	273	CASBO Travel & Conf	\$540.00
14017432	4125	DISCOUNT SCHOOL SUPPLY Matl's & Supplies	\$107.65
14017433	4271	GOLDEN EAGLE CHARTER INC. Other Services	\$600.00
14017434	2463	JONES SCHOOL SUPPLY CO. INC. Matl's & Supplies	\$108.75
14017435	802	KINGS COUNTY PIPE & SUPPLY Matl's & Supplies	\$118.62
14017436	806	KINGS COUNTY TROPHY Matl's & Supplies	\$665.43
14017437	831	LAKESHORE LEARNING Matl's & Supplies	\$388.27
14017438	1802	MEDALLION SUPPLY Matl's & Supplies	\$508.24
14017439	1002	MORGAN & SLATES INC. Matl's & Supplies	\$69.35
14017440	1316	SCHOLASTIC CLASSROOM MAGAZINES Matl's & Supplies	\$118.67
14017441	3849	SCHOLASTIC READING CLUBS Books	\$435.00
14017442	4550	SCHOOL OUTFITTERS Matl's & Supplies	\$415.58
14017443	3513	SIGNMAX Matl's & Supplies	\$465.37
14017444	2888	TARGET SPECIALTY PRODUCTS Matl's & Supplies	\$175.44
14017445	898	WILLIAM V. MACGILL & CO Warehouse	\$179.64
14017446	1637	WOODWIND & BRASSWIND Matl's & Supplies	\$469.86
Total Amount of All Credit Card Payments:			\$7,124.14

Hanford Elementary School District
Minutes of the Regular Board Meeting
October 12, 2016

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on October 12, 2016 at the District Office Board Room, 714 N. White Street, Hanford, CA.

- Call to Order** Vice-President Garcia called the meeting to order at 5:30 p.m. Trustee Garner, Hernandez and Robinson were present. Trustee Revious was absent.
- Closed Session** Trustees immediately adjourned to closed session for the purpose of:
- Student Discipline pursuant to Education Code section 48918
 - Conference with Real Property Negotiator (GC 54956.8) – 1325 Beulah St.
 - Conference with Real Property Negotiator (GC 54956.8) – Grangeville Blvd. and 12th Ave.
- Open Session** Trustees returned to open session at 6:40 p.m.
- HESD Managers Present** Joy C. Gabler, Superintendent, and the following administrators were present: Don Arakelian, Kristina Baldwin, Doug Carlton, Anthony Carrillo, Debra Colvard, Kenny Eggert, David Endo, David Goldsmith, Lucy Gomez, Jaime Martinez, Karen McConnell, Gerry Mulligan, Julie Pulis, Jill Rubalcava, Cruz Sanchez, and Liz Simas.
- Case #17-05 and #17-06** Trustee Hernandez moved to accept the Findings of Facts and expel Case #17-05 and #17-06 for the remainder of the first semester of the 2016-2017 school year for violation of Education Code 48900 as determined by the Administrative Panel at hearings held on October 10, 2016. However, Trustee Hernandez further moved that the Expulsion Order be suspended. The students may attend regular school in probationary status provided that the student complies with a Behavior Conditions Plan through January 9, 2016. Trustee Garner seconded; motion carried 4-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Robinson – Yes
- Case #17-02, #17-03, #17-04, and #17-07** Trustee Hernandez moved to accept the Findings of Facts and expel Case #17-02, #17-03, #17-04, and #17-07 for the remainder of the 2016-2017 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on October 10, 2016. Parents may apply for Readmission on or after June 7, 2016. Trustee Garner seconded; motion carried 4-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Robinson – Yes
- 1325 Beulah St.** The Board met in closed session with Superintendent Joy Gabler, the real estate negotiator for the District, regarding the real property located at 1325 Beulah Street, Hanford, California. The Board received an update on the status of negotiations. No action was taken by the Board.

Grangeville Boulevard and 12th Ave	The Board met in closed session with Superintendent Joy Gabler, the real estate negotiator for the District, regarding the real property located at Grangeville Boulevard and 12th Avenue, Hanford, California. The Board also gave direction to the real estate negotiator on terms and conditions, including the timing of payment of consideration, and other matters that are essential to arrive at a purchase price and payment terms that would be acceptable to the Board. No action was taken by the Board.
Public Comments	None
Board and Staff Comments	Karen McConnell, Assistant Superintendent, stated Hanford Elementary School District's READY Program and Officer Frank Martinez, from Hanford Police Department have joined forces to conduct a Junior Explorer Program. The program was offered to all 5th and 6th graders and will teach character, responsibility, physical training and history. It begins October 24 th and will run until April. The program will run one day a week from 3:30 p.m. to 5:30 p.m. At the end of the program the Hanford Police Department (SWAT) will host a Junior Explorer Saturday Academy that will display the students during their drills. She also thanked HESD Education Foundation for providing funding to support the printing of the curriculum workbooks. The parents are super engaged and excited.
Requests to Address the Board	None
Dates to Remember	President Revious reviewed dates to remember: Grade 4-6 Fall Round-Robin #2 on October 15th at 8:30 a.m.; Harrier Classic XX on October 17th at 3:45 p.m.; Grade 4-6 Fall League Championship Games on October 20th at 3:30 p.m.; District Wide Professional Development on October 21st; JHS Flag Football Game (JFK vs. WW) on October 24th at 4:00 p.m.; Girls' Spiker (Volleyball) Classic XX on October 25th at 5:00 p.m.

CONSENT ITEMS

Trustee Garner made a motion to take consent items "a" through "c" together. Trustee Hernandez seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Hernandez – Yes
Robinson – Yes

Trustee Garner then made a motion to approve consent items "a" through "c". Trustee Hernandez seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Hernandez – Yes
Robinson – Yes

The items approved are as follows:

- a) Warrant listings dated 9/23/16 and 9/30/16.
- b) Minutes of Regular Board Meeting September 28, 2016.
- c) Interdistrict transfers as recommended.

INFORMATION ITEMS

- BP/AR 3230** David Endo, Chief Business Official, presented for information the following new Board Policy and Administrative Regulation:
- BP/AR 3230 – Federal Grant Funds

BOARD POLICIES AND ADMINISTRATION

- English Language Arts** Trustee Garner made a motion to declare obsolete the English Language Arts instructional materials from the 2002 and 2009 State Board of Education (SBE) approved ELA adoption. The 2002-2009 English Language Arts instructional materials have been replaced with SBE approved materials from the current 2016 adoption that are aligned with Common Core State Standards. Trustee Robinson seconded; motion carried 4-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Robinson – Yes
- CTL-SEE** Trustee Garner made a motion to approve the CTL-SEE's proposal to provide a Phase 1 Environmental Site Assessment Report for the property located at 1325 Beulah Street, Hanford, California. Trustee Hernandez seconded; motion carried 4-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Robinson – Yes
- Salary Increase for Management/Professional Specialists/Confidential** Trustee Garner made a motion to approve a 4% salary increase effective July 1, 2016 and a \$144 per employee increase to the health benefits effective October 1, 2016 for all Management/Professional Specialist/Confidential Employees. Trustee Robinson seconded; motion carried 4-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Robinson – Yes
- Salary Increase for Yard Supervisors, Babysitters, Walk-on Coaches** Trustee Hernandez made a motion to approve increasing the starting hourly rate for Yard Supervisors, Babysitters and Walk-On Coaches to \$11.00 an hour effective January 1, 2017. Restructure the Yard Supervisors Wage Schedule to reflect 4% between K-6 and 7-8 ranges as well as 4% between each step. Trustee Robinson seconded; motion carried 4-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Robinson – Yes
- Superintendent's Contract** Trustee Garner made a motion to approve the Amendment No. 1 to the Superintendent's Contract to reflect a 4% salary increase effective July 1, 2016 and a \$144 increase to health benefits effective October 1, 2016 consistent with other certificated administrative positions. Trustee Hernandez seconded; motion carried 4-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes

Robinson – Yes

BP 0450

Trustee Robinson made a motion to approve revised Board Policy 0450 – Comprehensive Safety Plan. Trustee Hernandez seconded; motion carried 4-0:

Garcia – Yes

Garner – Yes

Hernandez – Yes

Robinson – Yes

PERSONNEL

Trustee Garner made a motion to take Personnel items “a” through “h” together. Trustee Robinson seconded; motion carried 4-0:

Garcia – Yes

Garner – Yes

Hernandez – Yes

Robinson – Yes

Trustee Garner then made a motion to approve Personnel items “a” through “h”. Trustee Hernandez seconded; the motion carried 4-0:

Garcia – Yes

Garner – Yes

Hernandez – Yes

Robinson – Yes

The following items were approved:

Certificated Short-Term Employment

- Jeanne Rios, Learning Director, Monroe, effective 10/3/16 to 12/16/16

Classified

- Norma Navarrete, Food Service Worker I – 3.25 hrs., effective 10/3/16

Temporary Employees/Substitutes/Yard Supervisors

- Chrystina Arms, Substitute Custodian II, effective 9/28/16
- Juana De La Cruz Moran, Substitute Translator: Oral Interpreter and Written Translator, effective 9/19/16
- Robert Higdon, Substitute Maintenance Worker II and Warehouse/Reprographics and Mail Technician, effective 9/21/16
- Esmeralda Ledesma, Substitute Yard Supervisor, effective 10/3/16
- Brandynn Moore, Substitute Custodian I, effective 9/29/16
- Jorge Navarro, Wrestling Coach, Wilson, effective 11/7/16 to 2/11/17
- Christine Payne, Short-term Yard Supervisor – 1.0 hrs., (Wed. only), Roosevelt, effective 10/5/16 to 12/14/16
- Jason Perreira, Substitute Custodian II, Groundskeeper II, and Warehouse/Reprographics and Mail Technician, effective 9/28/16
- Cristina Solorio, Short-term Yard Supervisor – 1.5 hrs., Roosevelt, effective 9/9/16 to 10/31/16
- Victor Torres, Substitute Yard Supervisor, effective 9/28/16; Short-term Yard Supervisor – 1.5 hrs., Roosevelt, effective 9/28/16 to 11/18/16

***Item “a” –
Employment***

***Item “b” –
Resignations***

- Courtney Acton, Special Education Aide – 5.0 hrs., Simas, effective 11/30/16
- Amanda Chandler, Yard Supervisor – 1.75 hrs., Roosevelt, effective 9/2/16

- Hector Hernandez Garcia, READY Program Tutor – 4.5 hrs., Roosevelt, effective 10/20/16
- Nathalie Olveda, Substitute Yard Supervisor, effective 8/30/16
- Lisa Rose-Houston, Food Service Worker I – 3.0 hrs., Richmond, effective 9/21/16

***Item “c” –
More Hours***

- Angela Castro, Short-term Yard Supervisor, from 2.0 hrs. to 2.25 hrs., Monroe, effective 9/12/16 to 10/31/16
- John Garcia, Short-term Yard Supervisor, from 1.25 hrs. to 1.5 hrs., Wilson, effective 9/13/16; Short-term Yard Supervisor, from 1.5 hrs. to 1.75 hrs., Wilson, effective 9/27/16
- Jamie Jordan, Yard Supervisor, from 3.0 hrs. to 3.5 hrs., Simas, effective 9/13/16
- Daniela Meza, Yard Supervisor, from 2.5 hrs. to 2.75 hrs., Roosevelt, effective 9/8/16
- Cheyenne Zimmerman, Yard Supervisor, from 3.25 hrs. to 3.5 hrs., Monroe, effective 9/13/16
- Kiessenger Yang, Yard Supervisor, from 1.75 hrs. to 2.5 hrs., King, effective 8/24/16

***Item “d” – More
Hours/Transfer***

- Hannah Bruner, Short-term Yard Supervisor, from 1.0 hrs., Monroe to 2.0 hrs., Simas, effective 9/27/16 to 11/18/16

***Item “e” –
Decrease in
Hours***

- Margaret Blasko, Yard Supervisor, from 3.0 hrs. to 2.0 hrs., Simas, effective 10/13/16
- Julius Rojas, Yard Supervisor, from 2.5 hrs. to 1.75 hrs., effective 8/22/16

***Item “f” – Leave
of Absence***

- Calvin Winston, Yard Supervisor – 1.25 hrs., Monroe, effective 8/23/16 to 9/23/16, persona

***Item “g” –
Salaries/Wages***

- Salary/Wage Schedule for 2016-17
 - 2016-2017 Management/Professional Specialist/Confidential Salary Schedule (revised)
 - 2016-2017 Non-Represented Part-Time Employee Wage Schedule (revised)

***Item “h” –
Volunteers***

<u>Name</u>	<u>School</u>
Melissa Mullins (HESD Employee)	Hamilton
Kassandra Zayas	Hamilton
Savino Perico	King
Deyanira Aguirre	Monroe
Audrey Bunyard	Monroe
Christine Sandoval	Monroe
Jennifer Scoles	Monroe
Amandip Dhillon	Roosevelt
Nallely Vargas	Roosevelt
Francisca Vega	Roosevelt
Taga Cardoza	Simas

FINANCIAL

Resolution #11-17 Trustee Garner made a motion to adopt Resolution #11-17: 16-17 Budget Revisions #3. The revisions are to reflect any collective bargaining agreements changes. Trustee

Hernandez seconded; motion carried 4-0:

Garcia – Yes

Garner – Yes

Hernandez – Yes

Robinson – Yes

Adjournment There being no further business, Vice-President Garcia adjourned the meeting at 7:05 p.m.

Respectfully submitted,

Joy C. Gabler,
Secretary to the Board of Trustees

Approved:

Timothy Revious, President

Lupe Hernandez, Clerk

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy Gabler

FROM: Flores, Espindola, Sanchez-Leal, Pitkin, Pulis, Calvillo, Carrillo, Baldwin and Gamble

DATE: 10/4/16

FOR: (X) Board Meeting
() Superintendent's Cabinet

FOR: () Information
(X) Action

Date you wish to have your item considered: October 26, 2016

ITEM: Consider approval of donations to Hamilton, Jefferson, King, Lincoln, Monroe, Richmond, Roosevelt, Washington and Simas school from: The Hanford Rotary Club

- Dictionaries to all 3rd grade students.

PURPOSE: To give our 3rd grade students a resource to help with writing and understanding the meaning of words.

FISCAL IMPACT:

None.

RECOMMENDATION: Accept donations.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Matt Gamble/Washington School



DATE: 10/5/16

FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☐ Information
☒ Action

Date you wish to have your item considered: 10/26/16

ITEM: Donation of \$356.00 from Washington PTC to HESD**PURPOSE:** Student Jog-a-thon rewards**FISCAL IMPACT:** 0100-1100-0-1110-1000-430000-028-0000 (\$200.00)
0100-1100-0-1110-1000-57030-028-0000 (156.00)**RECOMMENDATIONS:** Accept Donation

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Javier Espindola

DATE: October 17, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: October 26, 2016

ITEM: Consider acceptance of donation of \$1000.00 from POM Wonderful and Wonderful Giving to Jefferson Charter Academy.

PURPOSE: To be used for the purchase of materials and student incentives.

FISCAL IMPACT: Increase of \$1000.00 to Account #0900-1100-0-1110-1000-430001-021-0000

RECOMMENDATIONS: Accept donation.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Javier Espindola

DATE: October 17, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: October 26, 2016

ITEM: Consider acceptance of donation of \$38.29 from eScrip to Jefferson Elementary.

PURPOSE: To be used for the purchase of student incentives.

FISCAL IMPACT: Increase of \$38.29 to Account #0900-1100-0-1110-1000-430001-021-0000

RECOMMENDATIONS: Accept donation.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: October 19, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: October 26, 2016

ITEM: Consider adopting Resolution #15-17: Regarding Absent Board Member Compensation.

PURPOSE: Education Code section 35120(c) provides that a board member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting: 1) he or she is performing services outside the meeting for the school district or districts, (2) he or she was ill or on jury duty, (3) or the absence was due to a hardship deemed acceptable by the board. Trustee Tim Revious was unable to attend the October 12, 2016 meeting due to illness.

FISCAL IMPACT: Not to exceed \$240 per month.

RECOMMENDATIONS: Adopt Resolution #15-17.

**HANFORD ELEMENTARY SCHOOL DISTRICT
RESOLUTION # 15-17
Board of Trustees
Hanford Elementary School District**

**RESOLUTION REGARDING ABSENT BOARD MEMBER COMPENSATION
(Education Code § 35120(c))**

WHEREAS, Education Code section 35120(c) provides that a board member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting: 1) he or she is performing services outside the meeting for the school district or districts, (2) he or she was ill or on jury duty, (3) or the absence was due to a hardship deemed acceptable by the board.

NOW, THEREFORE BE IT RESOLVED that the Hanford Elementary School District Board of Trustees determines as follows:

1. Board Member Tim Revious was absent from the Hanford Elementary School District's regular board meeting(s) held October 12, 2016 due to:

- ☐ performing services outside the meeting for the school district
- ☒ illness
- ☐ jury duty
- ☐ hardship deemed acceptable by the board

2. Said Board Members shall be paid for the meeting.

PASSED AND ADOPTED THIS 26th day of October, 2016 at a regular meeting, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Timothy Revious, President

Lupe Hernandez, Clerk

HANFORD ELEMENTARY SCHOOL DISTRICT***Board Member Absence Verification***

In accordance with Board Bylaw 9250, if a member of the Board of Trustees does not attend all Board meetings during the month, he/she is eligible to receive a percentage of the monthly compensation equal to the percentage of meetings attended unless otherwise authorized by the Board in accordance with law. Board members may be paid for meetings they missed when the Board of Trustees finds that they were performing designated services for the district at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board. (Education Code 35120)

I was absent from the Board meeting conducted on October 12, 2016.

☐ I am not requesting compensation for the meeting.

☒ I am requesting compensation for the meeting since I was absent from the meeting for the following reason (*check one*):

☐ Performing designated service for the district.

☒ Illness.

☐ Jury Duty.

☐ Hardship (please specify) _____

Board Member Name: Tim Revious

Board Member Signature:  Date: 10/19/16

NOTICE OF PUBLIC HEARING

ADOPT RESOLUTION MAKING CERTAIN FINDINGS FOR PROPOSITION 39, APPROVAL OF FACILITY SOLUTIONS AGREEMENT BETWEEN THE HANFORD ELEMENTARY SCHOOL DISTRICT “DISTRICT” AND INDOOR ENVIRONMENTAL SERVICES “IES” FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION OF ENERGY EFFICIENCY MEASURES ON SELECTED DISTRICT SITES.

The Board of Trustees of the Hanford Elementary School District (District) will hold a public hearing on October 26, 2016, at 5:30 p.m., for the purpose of taking public comments and adopting a resolution making certain findings, and authorizing and approving a Facility Solutions Agreement with IES for the implementation of certain energy-related improvements to the District's facilities in accordance with California Government Code Sections 4217.10 to 4217.18. The public hearing will be held in the Board Room, located at 714 N. White Street, Hanford, California 93230.

The Board shall also consider adoption of findings that it is in the best interest of the District to enter into the Facility Solutions Agreement for implementation of the energy-related improvements to the District's facilities. The Board shall further consider adoption of findings that the anticipated cost to the District for thermal or electrical energy or conservation services provided by the energy related improvements per the Facility Solutions Agreement will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in absence of purchasing the energy improvements.

Posted: 10/10/16

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: October 19, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: October 26, 2016

ITEM: Quarterly report (7/1/16 – 9/30/16) regarding Williams Uniform Complaints. The types of complaints covered in the Williams Uniform Complaint Procedures are:

1. Instructional Materials - Sufficient textbooks and instructional materials
2. Facilities – conditions that pose an emergency or urgent threat to the health or safety of students or staff
3. Teacher vacancy or misassignment

PURPOSE: To comply with the requirements Education Code 35186, the Superintendent shall report summarized data on the nature and resolution of all Williams Uniform Complaints to the Board and the County Superintendent of Schools on a quarterly basis.

For the first quarter of 2016-17 school year there were no Williams Uniform Complaints filed.

FISCAL IMPACT: None

RECOMMENDATIONS: None

Valenzuela/CAHSEE Lawsuit Settlement

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186(d)]

District: HANFORD ELEMENTARY

Person completing this form: Joy C. Gabler

Title: Superintendent

Quarterly Report Submission Month/Quarter:
(check one)

☒

October

1st Quarter

☐

January

2nd Quarter

☐

April

3rd Quarter

☐

July

4th Quarter

Quarterly Report Submission Year:

2016-17

Date for information to be reported publicly at governing board meeting: October 26, 2016

Please check the box that applies:

☒

No complaints were filed with any school in the district during the quarter indicated above.

☐

Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	-0-		
Teacher Vacancy or Misassignment	-0-		
Facilities Conditions	-0-		
CAHSEE Intensive Instruction and Services	-0-		
TOTALS	-0-		

Joy C. Gabler

Superintendent

Signature

October 27, 2016

Date

Please submit to:

Russell Watley, Sr.
Kings County Office of Education
Williams Compliance Technician
(559)589-7082
rwatley@kingscoe.org

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 10/17/2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 10/26/2016

ITEM:

Consider adoption of the following revised Board Policy and Administrative Regulation:
 BP/AR 3230 – Federal Grant Funds

PURPOSE:

New mandated policy and mandated regulation reflect major requirements for the management of federal grant funds contained in the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called the "Uniform Guidance"), including the mandate to adopt written procedures related to procurement, conflict of interest, cash management, and allowable costs. Policy addresses the board's desire to maintain fiscal integrity and transparency in the use of federal grant funds, key components of the district's financial management system, and the submission of performance reports in accordance with law and the requirements of the awarding agency. Regulation includes material related to allowable costs, procurement, cash management, audits, and records, including requirements for employees to document "time and effort" spent on grant activities. Regulation also reflects the option to delay implementation of the procurement standards in the Uniform Guidance up to July 1, 2017, provided that the decision is documented in the district's procurement policy.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Adopt the following Board Policy and Administrative Regulation:
 BP/AR 3230 – Federal Grant Funds

Hanford ESD

Board Policy

Federal Grant Funds

BP 3230

Business and Noninstructional Operations

The Board Of Trustees recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 7 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

(cf. 3100 - Budget)

2. Accurate, current, and complete disclosure of the financial and performance results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.327 and 200.328

(cf. 3460 - Financial Reports and Accountability)

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

4. Effective controls and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes

5. Comparison of actual expenditures with budgeted amounts for each federal award

6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305

7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

(cf. 3400 - Management of District Assets/Accounts)

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

(cf. 3440 - Inventories)

(cf. 3512 - Equipment)

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The district shall submit performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted within 90 days after the ending date of the grant. (2 CFR 200.301, 200.328)

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

42122-42129 Budget requirements

CODE OF FEDERAL REGULATIONS, TITLE 2

180.220 Amount of contract subject to suspension and debarment rules

200.0-200.521 Federal uniform grant guidance, especially:

200.1-200.99 Definitions

200.100-200.113 General provisions

200.317-200.326 Procurement standards

200.327-200.329 Monitoring and reporting

200.333-200.337 Record retention

200.400-200.475 Cost principles

200.500-200.521 Audit requirements

CODE OF FEDERAL REGULATIONS, TITLE 34

76.730-76.731 Records related to federal grant programs

CODE OF FEDERAL REGULATIONS, TITLE 48

2.101 Federal acquisition regulation; definitions

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Department of Education Audit Guide

California School Accounting Manual

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Questions and Answers Regarding 2 CFR Part 200, March 17, 2016

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Office of Management and Budget, Uniform Guidance:

https://www.whitehouse.gov/omb/grants_docs

State Controller's Office: <http://www.sco.ca.gov>

System for Award Management (SAM): www.sam.gov/portal/SAM/##11

U.S. Department of Education: <http://www.ed.gov>

U.S. Government Accountability Office: <http://www.gao.gov>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: _____ Hanford, California

Hanford ESD

Administrative Regulation

Federal Grant Funds

AR 3230

Business and Noninstructional Operations

Allowable Costs

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure of federal funds in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award. He/she shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

(cf. 3350 - Travel Expenses)

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

Period of Performance

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 90 days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.343)

Procurement

On or before July 1, 2017, or such later date as may be approved in the Uniform Guidance, the Superintendent or designee shall comply with the standards specified in 2 CFR 200.317-200.326 and Appendix II of Part 200 when procuring goods and services needed to carry out a federal grant as well as any more restrictive state laws and district policies concerning the procurement of goods and services.

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into

an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold specified in 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)

2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)

3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)

6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (200.328)

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.213)

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.326)

Capital Expenditures

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

Conflict of Interest

No Governing Board member, district employee, or district representative shall participate in the selection, award, or administration of a contract supported by federal funds if he/she has a real or apparent conflict of interest, such as when he/she or a member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of them has a financial interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

(cf. 9270 - Conflict of Interest)

Cash Management

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

All district employees who are paid in full or in part with federal funds, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend on grant activities. (2 CFR 200.430)

Records

Except as otherwise provided in 2 CFR 200.333, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.333)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Audits

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT
adopted: _____ Hanford, California

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez

DATE: October 17, 2016

RE: (X) Board Meeting
 () Superintendent's Cabinet
 () Information
 (X) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **October 26, 2016**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Classified

- Angelica Acevedo, Food Service Worker II – 2.5 hrs., Wilson, effective 10/12/16
- Briana Cuthbertson, Health Care Assistant – 6.0 hrs., Hamilton, effective 10/13/16
- Michelle Martinez, Food Service Worker I – 3.0 hrs., Monroe, effective 10/5/16
- Laura Sandoval, Food Service Worker I – 3.25 hrs., Jefferson, effective 10/4/16

Temporary Employees/Substitutes/Yard Supervisors

- Katie Armstrong, Substitute Food Service Worker I/II, effective 10/13/16
- Jose Azua, Wilson Boys 7th Grade Soccer Coach, effective 11/7/16 to 2/6/17
- Alexandra Chavez, Short-term Yard Supervisor – 1.25 hrs., Richmond, effective 10/10/16 to 12/16/16
- Alma Garcia, Substitute Clerk Typist I, Bilingual Clerk Typist I, Translator: Oral Interpreter and Written Translator, effective 10/6/16

Temporary Employees/Substitutes/Yard Supervisors (cont.)

- Amy Garcia, Yard Supervisor – 3.0 hrs., Jefferson, effective 10/5/16
- John Garcia, Yard Supervisor – 1.75 hrs., Wilson, effective 10/17/16
- Brenda Leal, Substitute clerk Trainee, effective 10/10/16
- Sylvia Lombero, Yard Supervisor – 1.0 hr., Roosevelt, effective 10/17/16
- Anna Mauldin, Short-term Yard Supervisor – 1.25 hrs., Jefferson, effective 10/10/16 to 12/16/16
- Baleria Plancarte, Substitute Food Service Worker I/II, Translator: Oral Interpreter and Yard Supervisor, effective 9/15/16; Short-term Yard Supervisor – 1.5 hrs., Roosevelt, effective 10/10/16 to 12/16/16
- Christina Solorio, Short-term Yard Supervisor – 1.5 hrs., Jefferson, effective 10/10/16 to 12/16/16

b. Resignations

- Sandy Bautista Vasquez, Substitute Bilingual Clerk Typist I, Clerk Typist I, Translator: Oral Interpreter and Yard Supervisor, effective 8/18/16
- Roberto Vargas, Substitute Special Education Aide, Translator: Oral Interpreter and Written Translator, effective 8/30/16

c. More Hours

- Carmen Aurora Pimentel, Yard Supervisor, from 1.0 hr. to 2.25 hrs., Monroe, effective 9/29/16
- Alexandra Chavez, Short-term Yard Supervisor, from 1.0 hr. to 1.25 hrs., Richmond, effective 10/10/16
- Lisa Puente, Yard Supervisor, from 3.25 hrs. to 3.5 hrs., King, effective 10/1/16
- Calvin Winston, Yard Supervisor, from 1.25 hrs. to 2.25 hrs., Monroe, effective 9/29/16
- Kiessinger Yang, Yard Supervisor, from 2.5 hrs. to 2.75 hrs., King, effective 10/1/16

d. Decrease in Hours

- Angelica Aguilar, yard Supervisor, from 2.75 hrs. to 2.5 hrs., King, effective 10/1/16
- Diana Lugo, Yard Supervisor, from 3.75 hrs., to 3.25 hrs., Jefferson, effective 10/6/16
- Savina Magana, Yard Supervisor, from 2.75 hrs., to 2.5 hrs., King, effective 10/1/16

e. Voluntary Transfer

- Maribel Garcia, Food Service Worker I – 3.0 hrs. from Monroe to Richmond, effective 10/13/16

f. Leave of Absence

- Candy Mullins, Food Service Utility Worker – 3.5 hrs., Food Services, effective 10/10/16 to 10/20/16, personal
- Seeka Yang, Teacher, Monroe, effective 11/7/16 to 12/16/16, FMLA

g. Volunteers

<u>Name</u>	<u>School</u>
Stephanie Munguia	Hamilton
Audrith Perico	Hamilton
Victor Bonilla	Jefferson
Jessica Rios	Jefferson
Anna Rodriguez	Jefferson
Sonia Contreras	King
Yvette Espino	Monroe
Sergio Montoya	Roosevelt
Mikayla Cornejo	Simas
Jeanette Curiel	Simas
Janet Eckles	Hamilton/Wilson
Suzette Jimenez	Monroe/Kennedy/Richmond

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 10/17/2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 10/26/2016

ITEM:

Consider approval to open a bank account for the purposes of accepting online deposits for student paid lunches.

PURPOSE:

The District would like to allow parents the option to deposit funds on their student meal accounts online. An integral part of that process is opening a bank account to interface with the online program administered by our food service software provider. Ideally, this convenience would increase participation, allow for quicker transactions and a reduction in the handling of cash. There is a fee associated with the use of this module that would be paid by Food Services.

This service would be complimentary to the current practice of sending a check/cash to deposit on the student's account.

FISCAL IMPACT:

It is estimated to cost \$13,000 annually.

RECOMMENDATIONS:

Approve the opening of a bank account the purposes of accepting online deposits for student paid lunches.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 10/17/2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 10/26/2016

ITEM:

Consider approval of Resolution #12-17 regarding the accounting of development fees.

PURPOSE:

Government Code sections 66001(d) and 66006(b) require school districts to make an annual accounting of the Capital Facilities Fund and to make additional findings every five years if there are any funds remaining in the Fund at the end of the prior fiscal year.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Approve the developer fee report and adopt Resolution #12-17.

RESOLUTION No. 12-17
RESOLUTION OF THE GOVERNING BOARD OF THE
HANFORD ELEMENTARY SCHOOL DISTRICT
REGARDING ACCOUNTING OF DEVELOPMENT FEES
FOR THE 2015-2016 FISCAL YEAR
IN THE FOLLOWING FUND OR ACCOUNT:
2500-CAPITAL FACILITIES FUND
(Government Code sections 66001(d) & 66006(b))

1. Authority and Reasons for Adopting this Resolution.

- A. This District levied school facilities fees pursuant to various resolutions, the most recent of which is dated April 13, 2016 and is referred herein as the “School Facilities Fee Resolution” and is hereby incorporated by reference into this Resolution. Those resolutions were adopted under the authority of Education Code section 17620 (formerly Government Code section 53080). These fees have been deposited in the following fund or account: 2500-Capital Facilities Fund.
- B. Government Code sections 66001(d) and 66006(b) require this District to make an annual accounting of the Fund and to make additional findings every five years if there are any funds remaining in the Fund at the end of the prior fiscal year.
- C. Government Code sections 66001(d) and 66006(b) further require that the annual accounting of the Fund and those findings be made available to the public no later than December 27, 2016, that this information be reviewed by this Board at its regularly scheduled board meeting held no earlier than 15 days after they become available to the public, and that notice of the time and place of this meeting (as well as the address at which this information may be reviewed) be mailed at least 15 days prior to this meeting to anyone who has requested it.
- D. The Superintendent has informed the Board that a draft copy of this resolution (along with Exhibits A and B which are hereby incorporated by reference into this Resolution) was made available to the public on October 4, 2016. The Superintendent has further informed this Board that notice of the time and place of this meeting (as well as the address at which this information may be reviewed) was mailed at least 15 days prior to this meeting to anyone who had requested it.
- E. The Superintendent has also informed this Board that there is no new information which would adversely affect the validity of any of the findings made by this Board in its School Facilities Fee Resolution.

2. What This Resolution Does.

This Resolution makes various findings and takes various actions regarding the Fund as required by and accordance with Government Code sections 66001(d) and 66006(b).

3. Findings Regarding the Fund

Based on all findings and evidence contained in, referred to, or incorporated into this Resolution, as well as the evidence presented to this Board at this meeting, the Board finds each of the following with respect to the Fund for the 2015-2016 Fiscal Year:

- A. In reference to Government Code section 66006(b)(2), the information identified in Section 1 above is correct;
- B. In further reference to Government Code section 66006(b)(2), this Board has reviewed the annual accounting for the Fund as contained in Exhibit A and determined that it meets the requirements set forth in Government Code section 66006(b)(1);
- C. In reference to Government Code section 66001(d)(1), and with respect only to that portion of the Fund remaining unexpended at the end of the 2015-2016 Fiscal Year, the purpose of the fees is to finance the construction or reconstruction of school facilities necessary to reduce overcrowding caused by development on which the fees were levied, which facilities are more specifically identified in Exhibit B;
- D. In reference to Government Code section 66001(d)(2), and with respect only to that portion of the Fund remaining unexpended at the end of the 2015-2016 Fiscal Year, the findings and evidence referenced above demonstrate that there is a reasonable relationship between the fees and the purpose for which it is charged;
- E. In reference to Government Code section 66001(d)(3), and with respect only to that portion of the Fund remaining unexpended at the end of the 2015-2016 Fiscal Year, all of the sources and amounts of funding anticipated to complete financing in any incomplete improvements identified as the use to which the fees are to be put is identified in Exhibit B;
- F. In reference to Government Code section 66001(d)(4), and with respect only to that portion of the Fund remaining unexpended at the end of the 2015-2016 Fiscal Year, the approximate dates on which the funding referred to in paragraph e above is expected to be deposited into the approximate account or fund is designated in Exhibit B; and
- G. In reference to the last sentence of Government Code section 66006(d), because all of the findings required by that subdivision have been made in the fees that were levied in paragraphs c-f above, the District is not required to refund any moneys in the Fund as provided in Government Code section 66001(e).

4. Superintendent Authorized to Take Necessary and Appropriate Action.

The Board further directs and authorizes the Superintendent to take, on its behalf, such further action as may be necessary and appropriate to effectuate this Resolution.

5. Certificate of Resolution

I, Tim Revious, President of the Governing Board of the Hanford Elementary School District of Kings County, State of California, certify that this Resolution proposed by _____, seconded by _____, was duly passed and adopted by the Board, at an official and public meeting this 26th day of October, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

President, Board of Trustees
Hanford Elementary School District
Kings County, California

EXHIBIT A
 TO RESOLUTION REGARDING
 ACCOUNTING OF DEVELOPMENT FEES
 FOR FISCAL YEAR 2015-2016
 FOR THE FOLLOWING FUND OR ACCOUNT:
 2500-CAPITAL FACILITIES FUND (the "Fund")

Per Government Code section 66006(b)(1)(A)-(H) as indicated:

- A. A brief description of the type of fee in the Fund:

Level 1 school facilities fees.

- B. The amount of the fee.

The Hanford Elementary School District levied \$2.02 per square foot of assessable space of residential construction and \$.32 per square foot of commercial/industrial construction from 07/01/15-06/30/16. It should be noted that the high school district also levies a school facilities fee in addition to the elementary school's based on its own Developer Fee Justification Study.

- C. The beginning and ending balance of the Fund

See Attachment 1.

- D. The amount of the fees collected and the interest earned.

See Attachment 1.

- E. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attachment 1.

- F. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) subdivision (a) of section 66001, and the public improvement remains incomplete:

Sufficient funds have not been collected.

- G. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan:

See Attachment 1.

- H. The amount of refunds made pursuant to subdivision (e) of section 66001 and any allocations pursuant to subdivision (f) of section 66001:

N/A. No refunds or allocations were made pursuant to subdivision (e) or (f) of section 66001.

EXHIBIT B
TO RESOLUTION REGARDING
ACCOUNTING OF DEVELOPMENT FEES
FOR FISCAL YEAR 2015-2016
FOR THE FOLLOWING FUND OR ACCOUNT:
2500-CAPITAL FACILITIES FUND (the "Fund")

Per Government Code section 66001(d)(1)-(4) as indicated:

- A. With respect to only the portion of the Fund remaining unexpended at the end of the 2015-2016 Fiscal Year, the purpose of the fees is to finance the construction or reconstruction of school facilities necessary to reduce overcrowding caused by the development on which the fees were levied, which facilities are more specifically identified as follows:

Installation and lease payments associated with additional portable classrooms.

- B. See section 3.D of the resolution.

- C. With respect to only the portion of the Fund remaining unexpended at the end of the 2015-2016 Fiscal Year, the sources and amounts of funding anticipated to complete financing in any incomplete improvements identified in paragraph A above are as follows:

Lease payments estimated at \$187,000 annually and are funded entirely out of developer fees.

- D. With respect to only the portion of the Fund remaining unexpended at the end of the 2015-2016 Fiscal Year, the following are the approximate dates on which the funding referred to in paragraph C above is expected to be deposited into the appropriate account of fund:

Lease payments (under the current terms) are not scheduled to be end until 2017.

Attachment 1
Hanford Elementary School District

BEGINNING BALANCE - 07/01/15 **\$ 417,722.27**

REVENUE:

DESCRIPTION

Fees 07/01/15-06/30/16	\$ 604,138.51
Interest	\$ 1,770.62
TOTAL FUNDS AVAILABLE	\$ 1,023,631.40

EXPENSES:

PROJECT DESCRIPTION

	% Funded by Fee		Project Costs	Other Sources
Furniture and equipment new classrooms	100%	\$	155,172.23	N/A
Portable leases	100%	\$	171,279.85	N/A
Installation costs (portables)	100%	\$	137,973.77	N/A
Other services (Developer Fee Study, Master Planning, Etc.)	100%	\$	34,001.50	N/A
TOTAL EXPENDITURES		\$	498,427.35	

ENDING BALANCE- 06/30/16 **\$ 525,204.05**

Residential Fee \$2.02/Square Foot (07/01/15-06/30/16)

Commercial Fee \$0.32/Square Foot (07/01/15-06/30/16)

Multi-Year Summary

Year	Beginning Balance		Fees Received		Interest/Other		Expenditures		Ending Balance
2009-2010	\$	256,894.51	\$	445,625.85	\$	4,406.15	\$	191,956.39	\$ 514,970.12
2010-2011	\$	514,970.12	\$	191,749.78	\$	6,078.31	\$	379,732.61	\$ 333,065.60
2011-2012	\$	333,065.60	\$	157,326.86	\$	1,961.38	\$	327,546.38	\$ 164,807.46
2012-2013	\$	164,807.46	\$	183,982.68	\$	264.65	\$	310,182.52	\$ 38,872.27
2013-2014	\$	38,872.27	\$	421,032.83	\$	574.37	\$	349,975.76	\$ 110,503.71
2014-2015	\$	110,503.71	\$	818,470.12	\$	1,022.48	\$	512,274.04	\$ 417,722.27

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 10/17/2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 10/26/2016

ITEM:***PUBLIC HEARING***

Consider adoption of Resolution 13-17, approval of the Facility Solutions Agreement and Energy Reporting Agreement with Indoor Environmental Services (IES).

PURPOSE:

IES has completed the Facility Energy Master Plan and has the plan approved by the California Energy Commission (CEC). The District is now able to proceed with the proposed improvements in a manner that can be funded by the California Clean Energy Act funds.

The Resolution adopts the findings that it is in the best interest of the District to enter into the Facility Solutions Agreement for implementation of the energy-related improvements to the District's facilities and that the anticipated cost to the District for thermal or electrical energy or conservation services provided by the energy related improvements per the Facility Solutions Agreement will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in absence of purchasing the energy improvements.

FISCAL IMPACT:

The contract value is \$1,677,789. The District currently has \$417,720 in CA Clean Energy Act funds, has been awarded an additional \$404,654 and is anticipating to be awarded minimally \$558,630 in the next two years. The District will fund the remaining balance estimated at \$296,785.

RECOMMENDATIONS:

Adopt the resolution thereby approving the Facility Solutions Agreement and Energy Reporting agreement.

RESOLUTION No. 13-17
 RESOLUTION OF THE GOVERNING BOARD OF THE HANFORD
 ELEMENTARY SCHOOL DISTRICT
 REGARDING THE APPROVAL OF FINDINGS FOR PROPOSITION 39,
 APPROVAL OF FACILITY SOLUTIONS AGREEMENT BETWEEN THE
 HANFORD ELEMENTARY SCHOOL DISTRICT "DISTRICT" AND IES FOR THE
 PURPOSE OF CONSTRUCTION, INSTALLATION OF ENERGY EFFICIENCY
 MEASURES ON SELECTED DISTRICT SITES,

WHEREAS, the District Board of Trustees ("Board") has endorsed the goal of energy efficiency and directed staff to develop energy efficient practices for use at existing District sites, has conducted a request for qualifications selection process related to the development and implementation of Proposition 39 projects, and has selected IES based on their qualifications and references as to be "Best Value"; and

WHEREAS, the District approved an agreement to enter into negotiations with Indoor Environmental Services ("IES") and its associated entities which proposes a Proposition 39 Energy Conservation project for the District to include energy efficiency improvements to the sites; and

WHEREAS, the Board has received and reviewed information and data presented by District staff demonstrating that the cost to the District for Supplier to provide conservation measures pursuant to the Agreement will be less than the anticipated benefits received by the District

WHEREAS, in order to maximize the cost savings from the energy project, the District desires to improve the building energy efficiency at specified school sites with conservation scope of work

WHEREAS, the Board of Trustees is authorized pursuant to Sections 4217.10 through 4217.18 of the California Government Code (the "Act") to enter into energy conservation contracts pursuant to which the District may acquire equipment and services to reduce energy use

BE IT RESOLVED that based on comments, staff reports and documentation reviewed by the Board, the Board makes the formal findings that the cost of the project will be offset by the anticipated savings and Proposition 39 funding; and

BE IT FURTHER RESOLVED by the Board of Trustees as follows:

Section 1. The Board of Trustees hereby finds, determines and declares as follows:

(a) The anticipated cost to the District for "Conservation Services" as defined in Section 4217.11(c) of the Act and as provided for by the IES Contract, the Lease and/or the Project will be less than the anticipated marginal cost to the District of energy that would have been consumed by the District in the absence of the Project.

(b) To the extent that the IES Contract and/or the Lease grant easements, rights-of-way, licenses, rights of access, or other rights in the real property of the District upon which the Project will be constructed and installed, the difference, if any, between the fair rental value of such rights and the portion of the rent under the Lease attributable to such rights, is anticipated to be offset by benefits provided to the District under the IES Contract and the Lease.

(c) Funds for the payment of amounts due under any Lease are projected to be available from funding which otherwise would have been used for the purchase of energy required by the District in the absence of the Project.

BE IT FURTHER RESOLVED that the Board hereby approves the Agreement

BE IT FURTHER RESOLVED that the District's Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

PASSED AND ADOPTED by the Board of Trustees
vote:

AYES: NOES: ABSTAIN: ABSENT:

I, _____ Superintendent/Secretary to the Governing Board of the "District", hereby certify that the foregoing is a full, true and correct copy of the Resolution adopted by the said Board of Trustees on this 26th day of October, 2016.

Secretary to the Governing Board

PROPOSITION 39/4217
FACILITY SOLUTIONS AGREEMENT

by and between

Hanford Elementary School District

714 North White St.

Hanford, CA 93230-4029

and

Famand, Inc

(dba Indoor Environmental Services)

TABLE OF CONTENTS

1.	DEFINITIONS.....	2
2.	CONTRACTOR CERTIFICATIONS	2
3.	GENERAL	2
3.1.	Scope of Work	2
3.2.	Contract Price.....	2
3.3.	Protective Measures.....	3
3.4.	Prevailing Wage.....	4
3.5.	Insurance	4
3.6.	Performance of the Work.....	4
3.7.	Hazardous Materials.	5
3.8.	Suspension of the Work.....	6
3.9.	Taxes.....	7
3.10.	Liens.....	7
3.11.	Compliance with Applicable Laws.....	7
3.12.	Environmental Attributes, Incentives, and Energy Credits.	7
3.13.	Subcontractors.....	8
3.14.	Performance & Payment Bonds.....	8
3.15.	Title; Risk of Loss.....	8
4.	PRICE AND PAYMENT	9
4.1.	Contract Price.....	9
4.2.	Payment.....	9
5.	COMMENCEMENT & COMPLETION	10
5.1.	Commencement and Substantial Completion.....	10
5.2.	Final Completion.	11

5.3.	Inspection.....	12
6.	REPRESENTATIONS & WARRANTIES	12
6.1.	Representations and Warranties of Contractor.	12
6.2.	Representations and Warranties of District.	13
7.	BREACH & TERMINATION	14
7.1.	Termination by District:.....	14
7.2.	Termination by Contractor.....	15
7.3.	Indemnity.	15
7.4.	Limitations of Liability.	16
8.	MISCELLANEOUS	17
8.1.	Representatives.	17
8.2.	Ownership of Plans, Data, Reports and Material.....	17
8.3.	Governing Law.	17
8.4.	Force Majeure.	18
8.5.	Dispute Resolution.....	18
8.6.	Notices and Demands.	19
8.7.	Nondisclosure.	19
8.8.	Time of Essence.	20
8.9.	Validity.	20
8.10.	Binding Effect.....	20
8.11.	Modifications.	20
8.12.	Headings.	20
8.13.	Counterparts; Signature Pages.	20
8.14.	Announcements and Publications.	21
8.15.	Complete Agreement.	21

8.16.	No Agency.	21
8.17.	Priority of Documents.....	21
8.18.	Assignment.	21
8.19.	No Waiver.....	22

EXHIBITS

Exhibit A	Definitions
Exhibit B	Certifications
Exhibit B-1	Fingerprinting / Criminal Background Investigation Certification
Exhibit B-2	Drug-Free Workplace / Tobacco-Free Environment Certification
Exhibit C	Work Orders
Exhibit D	Not Used
Exhibit E	Insurance
Exhibit F	Certificate of Substantial / Final Completion and Acceptance

FACILITY SOLUTIONS AGREEMENT

This FACILITY SOLUTIONS AGREEMENT (“Agreement”), dated as of October 26th, 2016 (“Effective Date”), is by and between Hanford Elementary School District, a school district organized and existing under the laws of the State of California (“District”) and Famand, Inc. (dba Indoor Environmental Services), a California corporation (“Contractor”) (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, District desires to reduce energy consumption and operational expenses through the installation of energy conservation and technologies (“System”);

WHEREAS, Proposition 39 (California Clean Jobs Act) and Senate Bill 73 authorizes District to enter into agreements, contracts and related documents with private sector entities for developing energy conservation projects upon review and approval by the California Department of Education and California Energy Commission;

WHEREAS, California Government Code § 4217.10 et seq. authorizes Customers to enter into agreements, contracts and related documents with private sector entities for developing energy conservation projects upon Customer’s finding that the anticipated costs for such services provided under this Agreement, together with any financing costs, will be less than the anticipated marginal energy costs to Customer;

WHEREAS, District has assigned specific areas on school properties (each one, a “Site”) on which the energy conservation measures (each one, a "System") will be constructed;

WHEREAS, District desires to engage Contractor to install energy efficiency upgrades, design, supply and install selected and listed scope of work at each Site; and

WHEREAS, Contractor desires to provide such upgrades, design, supply and installation services, all in accordance with the terms and conditions set forth in this Agreement and this Agreement is contingent on the CEC Prop 39 submission approval;

WHEREAS, Contractor is a full-service energy services company with the technical capabilities to provide services to the District, including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification, maintenance, operation, and repair.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in Exhibit A; (b) the singular shall include the plural and vice versa; (c) the word “including” shall mean “including, without limitation,” (d) references to “Sections” and “Exhibits” shall be to sections and exhibits of this Agreement; (e) the words “herein”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular section or subsection; and (f) references to this Agreement shall include a reference to all attached Exhibits, as the same may be amended, modified, supplemented or replaced from time to time.

2. CONTRACTOR CERTIFICATIONS

This Agreement includes the following contractor certifications, the forms of which are attached in Exhibit B, which must be completed by Contractor prior to commencement of the work on the Systems:

- 2.1. Fingerprinting/Criminal Background Investigation Certification (Exhibit B-1)
- 2.2. Drug-Free Workplace / Tobacco-Free Environment Certification (Exhibit B-2)
- 2.3. Asbestos & Other Hazardous Materials Certification (Exhibit B-5)

3. GENERAL

3.1. Scope of Work

- (a) Contractor shall furnish to District energy efficiency upgrades and the engineering, design, procurement, construction management, installation, construction, monitoring, and commissioning of energy conservation systems (each one a "System") installed at various sites (collectively, the upgrades and Systems shall be referred to as the "Project").
- (b) Project will be executed by individual Work Orders, detailed in Exhibit C (“Work”).
- (c) Work shall be performed in accordance with this Agreement and Exhibits attached hereto.

3.2. Contract Price

- (a) Contract Price. Subject to adjustments set forth in this Agreement, Contractor agrees to perform the Work for a total fixed price of **\$1,677,789** ("Contract Price"), including the following amounts detailed in Exhibit C ("Work Order Prices"):
 - (i) Work Order 1 with a total fixed price of **\$1,006,673**
 - (ii) Work Order 2 with a total fixed price of **\$671,116**
 - (iii) Payment of the Contract Price shall be made in compliance with the process described in Exhibit C.
- (b) Work Order Prices in Exhibit C assume all Work Orders are executed.

3.3. Protective Measures.

- (a) Contractor shall be responsible for all injury or damage to individuals or property that may occur as a result of its fault or negligence, or that of its Subcontractors, in connection with the performance of the Work.
- (b) Contractor shall take all reasonably necessary precautions for the safety of its employees and any and all other individuals present on the Site where the System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.
- (c) Contractor shall keep the relevant part of the Site where the System is located and surrounding areas free from accumulation of waste materials or rubbish caused by the Work, and at the end of each Day that the Contractor performs the Work, Contractor shall remove any debris, store such debris in containers at its sole expense, and leave the Site in a clean and orderly condition. Upon Final Completion, Contractor shall remove from the relevant part of the Site where the System is located all waste materials, rubbish, debris, debris containers, tools, Equipment, machinery and surplus materials from the Site and leave the Site in a clean and orderly condition.
- (d) Contractor shall comply with the provisions of the California Education Code Section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees.

3.4. Prevailing Wage.

- (a) California Labor Code. Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including (without limitation) the payment of the general prevailing per diem wage rates for public work projects in excess of \$1,000. In addition, Contractor and each Subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, commencing with Section 1720, and including Sections 1735, 1777.5 and 1777.6 forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or Subcontractor.
- (b) Davis-Bacon Act. Because the Work under this Agreement is financed partially with federal funds (Qualified Zone Academy Bonds), to the extent required by such financing, Contractor shall also comply with all applicable provisions of the Davis-Bacon Act (40 U.S.C. 3141-48). Specifically those provisions found at Title 29 CFR 5.5 requiring Contractor to pay the laborers and mechanics employed on the Project, on a weekly basis, no less than the wages and benefits that are prevailing in the area as determined by the Secretary of Labor.
- (c) Certified Payroll Records. This Project is subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all subcontractors must furnish certified payroll records to the Department of Industrial Relations' Compliance Monitoring Unit at least monthly, or within 10 days of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit.
- (d) Payment Withholding. Pursuant to 8 CCR 16463(e), the District may withhold contract payments when payroll records are delinquent or inadequate or as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate; provided that the Contractor shall be required in turn to cease all

payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency.

- (e) Site Access. Contractor shall provide site access to Department of Industrial Relations personnel upon request.
- (f) Prevailing Wage Notice. On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the Contractor shall post at appropriate, conspicuous, weatherproof points at the site the Notice of Projects Subject to Requirements of Subchapter provided in Title 8, section 16451(d) of the California Code of Regulations.
- (g) Prevailing Rate Penalty. Contractor shall, as a penalty, forfeit not less than Two Hundred Dollars (\$200.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. Pursuant to California Labor Code §1775, the difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

3.5. Insurance.

- (a) Contractor and District, at their own expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than commencement of the Work at the Site and until Final Completion, all insurance coverage specified in Exhibit E.
- (b) District and any lenders to the District and Contractor shall be added as additional insureds under the commercial general liability, automobile liability and umbrella/ excess liability insurance procured and maintained by Contractor in connection with the Work. Contractor shall not add District or any lender as additional insureds under its worker's compensation insurance policy.
- (c) Each Party shall furnish current certificates indicating that the insurance required under this Agreement is being maintained. Each Party's certificate shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days (or ten (10) days in the event of failure to pay premiums) written notice before the insurance is cancelled.

3.6. Performance of the Work.

- (a) Contractor agrees to use, and agrees that it shall require each of its Subcontractors to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by Applicable Law or any Governmental Authority to enable such Persons to perform their Work involving any part of Contractor's obligations under this Agreement.
- (b) Contractor agrees that all materials and Equipment to be supplied or used by Contractor or its Subcontractors in the performance of its obligations under this Agreement shall be new (if being incorporated into the System) or in good operating condition (if not being incorporated into the System) and fit for the use(s) for which they are employed by Contractor or its Subcontractors. Such materials and Equipment shall at all times be maintained, inspected and operated pursuant to Industry Standards and as required by Applicable Law. Contractor further agrees that all

licenses, permits, registrations and certificates or other approvals required by Applicable Law or any Governmental Authority will be procured and maintained for such materials and Equipment at all times during the use of the same by Contractor or its Subcontractors in the performance of any of Contractor's obligations under this Agreement.

3.7. Hazardous Materials.

- (a) Contractor hereby specifically agrees to indemnify, defend and hold District, their present and future Board members, administrators, employees, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:
 - (i) any release of a Hazardous Material brought on to the Site by Contractor, or any pre-existing Hazardous Materials that, through Contractor's sole negligence, are released or disturbed at the Site;
 - (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor; and
 - (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Contractor.
- (b) District hereby specifically agrees to indemnify, defend and hold Contractor, its present and future direct or indirect parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:
 - (i) any release of a Hazardous Material brought on to the Site by District, District Representative, or Third Party and any pre-existing Hazardous Material except pre-existing Hazardous Material released or disturbed at the Site through Contractor's negligence;
 - (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by District or District Representative; and
 - (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by District or District Representative.

3.8. Suspension of the Work.

- (a) If Contractor does not receive payment of any undisputed invoices submitted in accordance with Section 4.2, Contractor shall have the right, upon not less than fifteen (15) days written notice, to

suspend the Work under this Agreement. Contractor shall be entitled to compensation for all undisputed amounts under this Agreement. If District issues full payment of the undisputed invoice within fifteen (15) days of written notice of intention to suspend, the notice of intention to suspend shall have no further force or effect and Contractor shall continue to perform the services hereunder as if the notice of intention to suspend had not been given. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(a) continues for more than two (2) months, Contractor shall be entitled to, at its sole discretion, terminate this Agreement.

- (b) District may suspend the Work temporarily at its discretion. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(b) continues for more than six (6) months, Contractor shall be entitled, at its sole discretion, to terminate this Agreement.
- (c) In the event that the Work is totally or partially suspended, the Party that has caused the suspension (whether by reason of an act, omission or default) shall bear all the damages, costs and expenses caused by the suspension. If the suspension is not due to an act, omission or default of any of the Parties, and such delay falls under the definition of an Excusable Delay, then the deadlines of this Agreement will be extended for the same period of the suspension, or for such other period that the Parties deem reasonable in view of the circumstances, and District shall assume any costs arising under the effects of the suspension on the obligations of the Parties under this Agreement.
- (d) After the resumption of the performance of the Work, Contractor shall, after due notice to District, examine the Work affected by the suspension. Contractor shall make good any defect, deterioration or loss of the construction or the Work affected that may have occurred during the suspension period. Costs properly incurred by Contractor (including but not limited to demobilization and mobilization costs, insurance fees, and repair cost) shall be added to the Work Order Price, so long as the suspension did not arise due to any act, omission or default on the part of Contractor.

3.9. Taxes.

The Work Order Price includes (and Contractor assumes exclusive liability for and shall pay before delinquency) all federal, state or local sales, use, value added, excise and other taxes, charges or contributions imposed on, or with respect to all Equipment and Contractor's services contemplated by this Agreement, provided that District shall pay and have exclusive liability with respect to any taxes payable with respect to District's income. Contractor

shall hold harmless, indemnify and defend District, together with any and all its governing board, administrators, agents and employees from any liability, penalty, interest and expense by reason of Contractor's failure to pay such taxes, charges or contributions. Contractor and District shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible.

3.10. Liens.

Contractor warrants good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors that become part of the System to the extent payment therefore has been received by Contractor from District.

3.11. Compliance with Applicable Laws.

- (a) Contractor specifically agrees that it shall at all times fully comply with Applicable Laws and that it shall perform the Work in accordance with the Applicable Laws. Notwithstanding the foregoing, Contractor's responsibility for any environmental liabilities shall be governed by Section 3.9.
- (b) District specifically agrees that in the performance of its obligations under this Agreement it shall at all times fully comply with Applicable Laws.

3.12. Environmental Attributes, Incentives, and Energy Credits.

- (a) District acknowledges that Contractor shall own, and may assign or sell in its sole discretion, all rights, title, and interest associated with or resulting from the development, construction, installation and ownership of the System or the production, sale, purchase or use of the energy output including, without limitation:
 - (i) All Environmental Incentives arising from the Environmental Attributes associated with the System;
 - (ii) The reporting rights and exclusive rights to claim that: (i) the energy output was generated by the System (except as stated in paragraph (a)), (ii) Contractor is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the System, (iii) Contractor is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing;
 - (iii) All carbon reduction tonnage as defined under the Climate Action Reserve or similar definition as enacted by the State of California or the U.S. Federal Government ("Carbon Credits");
 - (iv) All "renewable energy credits" (as such term is defined in Section 399.12(h)(2) of the California Public Utilities Code);
 - (v) All Environmental Incentives hereafter enacted into law, whether under federal, state or local law, arising from the Environmental Attributes of the System or the energy output or production, sale, purchase, consumption or use of the energy output from the System, expressly excluding, however, any future Environmental Incentives that are or may be dependent on ownership of the System for federal tax purposes.
- (b) The Carbon Credits, renewable energy credits, grants and future Environmental Incentives as described herein shall be referred to collectively as "Energy Credits". The Contractor may assign, sell, transfer or otherwise convey all or any part of its right, title, and interest in and to the Energy Credits from time to time as it may determine to be in its best interest. District shall take such

steps as Contractor shall reasonably request to confirm Contractor's ownership of Energy Credits as herein provided and shall cooperate with Contractor, to the extent Contractor reasonably requests and at Contractor's expense, in the sale or other disposition of Energy Credits.

- (c) Independent Contractor. Contractor is acting hereunder as an independent contractor and not as an agent or employee of the District. The Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the District.

3.13. Subcontractors.

Contractor shall at all times be responsible for the acts and omissions of Subcontractors. Contractor shall be responsible for performance of all the Work, whether performed by Contractor or its Subcontractors. District shall not undertake any obligation to pay or to be responsible for the payment of any sums to any Subcontractor. The District shall have no responsibility for settling Subcontractor claims or disputes.

3.14. Performance & Payment Bonds.

See individual Work Orders in Exhibit C for bonding requirements.

3.15. Title; Risk of Loss.

- (a) From Effective Date and until the date of Substantial Completion for the Work subject to the applicable Work Order, and subject to Sections 3.17(b) and 3.17(c), Contractor assumes risk of loss and full responsibility for the cost of replacing or repairing any damage to the System and all damages to and defects in materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the System.
- (b) District shall bear the risk of loss and full responsibility with respect of the System from and after the date of Substantial Completion of the Work subject to the Work Order.
- (c) Notwithstanding anything herein to the contrary, District shall bear the risk of loss and full responsibility for the cost of replacing or repairing any damage to that portion of the System applicable to the Work Order and all materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor or District for permanent installation in or for use during construction of the System to the extent caused by the negligent, grossly negligent or willful acts of District or its agents, employees or representatives.
- (d) Title to all materials, Equipment, supplies and maintenance equipment required by this Agreement, to be purchased by Contractor for permanent installation as part of the System or for use by District or Project Owner in the operation of that portion of the System subject to the particular Work Order shall pass to the District upon the achievement of Substantial Completion of the Work required by that Work Order.

4. PRICE AND PAYMENT

4.1. Contract Price.

- (a) The Work Order Price is firm and fixed and includes all expenses to be incurred by Contractor including, but not limited to, Equipment and materials, erection, commissioning, inclusive of cost

of travel and lodging expenses, Applicable Permits (other than the District Permits) and taxes, related to Contractor's performance of its obligations under this Agreement.

- (b) Any Changes to the System or Work above and beyond code requirements and Industry Standards requested by the District shall be resolved through a Change Order to this Agreement.
- (c) Any additional Work not otherwise specified in Exhibit C shall be resolved through a Change Order to this Agreement.
- (d) District and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with District budget limits.
- (e) The Work Order Price shall only be changed by Change Order approved by Contractor and District.

4.2. Payment.

- (a) Subject to Section 4.2(e), District shall pay to Contractor the progress payments set forth in Exhibit C when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.
- (b) District shall pay one hundred percent (100%) of each progress payment when such payment is due.
- (c) Payments will be made by District within fifteen (15) calendar days of receipt of the Contractor invoices. Notwithstanding the immediately preceding sentence, District shall pay one hundred percent (100%) of the Contract Approval Date payment set forth in Exhibit C prior to Commencement of Work. Invoices shall include any partial Lien releases and any other supporting documentation that District may reasonably request. District shall notify Contractor of any missing documentation within five (5) Business Days of receipt of invoice.
- (d) The following minimum content will be contained in, or delivered together with, any payment request from Contractor to District:
 - (i) Contractor address, phone number, and fax
 - (ii) Contractor invoice number and date
 - (iii) Project Site address(es)
 - (iv) Description of completed milestones since the immediately preceding payment request
 - (v) Total invoice amount
 - (vi) "Remit to" details (for wire transfer)
 - (vii) Lien waivers from major Subcontractors (>5% of Work Order Price)
 - (viii) Signature of authorized representative of Contractor, certifying as to the accuracy of the payment request.

- (e) Overdue payment obligations of District hereunder shall bear interest from the date due until the date paid at a rate per annum equal to the rate published by the *Wall Street Journal* as the “prime rate” on the date on which such interest begins to accrue plus two percent (2%).
- (f) District may withhold or, on account of subsequently discovered evidence, nullify and require repayment of the whole or part of any payment to the extent necessary to protect District from loss, including costs and actual attorneys' fees, on account of (1) any breach of this Agreement by Contractor; (2) claims filed or reasonable evidence indicating probable filing of claims; (3) failure of Contractor to make payments properly to its Subcontractors or for material, labor or fringe benefits; (4) a reasonable doubt that the Work to be completed as a condition to a payment has properly been completed; (5) penalties assessed against District for failure of Contractor to comply with state, federal or local laws and regulations; or (6) any other ground for withholding payment allowed by state or federal law, or as otherwise provided in this Agreement. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Contractor.

5. COMMENCEMENT & COMPLETION

5.1. Commencement and Substantial Completion.

- (a) Contractor shall perform the Work as soon as practicable following the receipt of Contract Approval Date payment.
- (b) The Contractor shall achieve Substantial Completion as set forth in Work Order. Contractor may claim a justified extension of the Substantial Completion Date if it is or will be delayed in completing the Work for one or more of the following causes:
 - (i) Unanticipated Conditions which directly affect the Project Milestones;
 - (ii) Changes in the design, scope, or schedule of the Project required by the District;
 - (iii) Breach of this Agreement by District;
 - (iv) Suspension of the Work pursuant to Section 3.10; or
 - (v) Force Majeure Event.
- (c) The following are conditions precedent to Substantial Completion:
 - (i) the System is mechanically, electrically, and structurally constructed in accordance with the requirements of this Agreement, the Work and Industry Standards, except for non-critical punchlist items that do not affect operations;
 - (ii) District and Contractor shall have agreed on the punchlist items. For clarity purposes, the punchlist shall include final as-built drawings, operation and maintenance manuals, operation and maintenance training, and final lien waivers; and
 - (iii) all necessary documents have been submitted to the local public utility and all Work has been completed to the extent necessary for the local utility to issue a permission to operate.
- (d) When Contractor believes it has achieved Substantial Completion, Contractor shall provide notice to District containing sufficient detail to enable District to determine that Contractor has complied

fully with the requirements of Section 5.1(c). Within five (5) days after receipt of such notice, District shall either issue to Contractor the Certificate of Substantial Completion in a form similar to Exhibit F, or, if reasonable cause exists for doing so, advise Contractor by notice (stating the reasons therefore) that Substantial Completion has not been achieved. In the event District determines that Substantial Completion has not been achieved in accordance with the conditions precedent in Section 5.1(c), Contractor shall promptly take such action or perform such Work as is required to achieve Substantial Completion and shall thereupon issue to District another notice as set forth above. This procedure shall be repeated until such time as District has acknowledged Substantial Completion subject to Section 5.1(f).

- (e) All punchlist items shall be completed no later than sixty (60) Business Days after Substantial Completion Date unless otherwise delayed by the local utility. Failure of Contractor to fulfill this obligation shall entitle District to complete the pending works on its own. District shall issue final payment to Contractor minus the cost to complete remaining or incomplete punchlist items.
- (f) Any dispute between District and Contractor with respect to the projected achievement of Substantial Completion as contemplated by this Section 5.1(c) shall be resolved in accordance with Section 8.5(b).

5.2. Final Completion.

- (a) Final Completion of the System shall be deemed to have occurred only if:
 - (i) all punchlist items contemplated in Section 5.1(c)(iii) have been completed or waived;
 - (ii) all manuals, drawings and other documents expressly required to be delivered by Contractor hereunder have been delivered to District;
 - (iii) on-site operation and maintenance training as required has occurred;
 - (iv) all final Lien waivers have been obtained;
 - (v) a Certificate of Final Completion in a form similar to Exhibit F is duly signed by District's Representative and the Contractor's Representative; and
 - (vi) the local utility has provided a permission to operate.
- (b) Upon Final Completion, Contractor shall submit to District a Certificate of Final Completion in a form similar to Exhibit F certifying that all of the foregoing conditions have been satisfied. District shall, within five (5) Business Days after the receipt by District of such written certificate, shall execute an acknowledgment of such certificate if Contractor has achieved Final Completion or provide written notice of Contractor's failure to achieve Final Completion. Contractor shall promptly take such action or perform such Work as is required to achieve Final Completion and shall thereupon issue to District another notice as set forth above. This procedure shall be repeated until such time as District has acknowledged Final Completion subject to Section 5.2(c).
- (c) Any dispute between District and Contractor with respect to the projected achievement of Final Completion as contemplated by this Section 5.2(a) shall be resolved in accordance with Section 8.5(b).

5.3. Inspection.

All Work performed by Contractor and all Equipment shall be subject to inspection by District, but such right of inspection of the Work or Equipment shall not relieve Contractor of responsibility for the proper performance of the Work or Equipment to the extent provided under this Agreement. Contractor shall provide to District or District's designee access to Contractor's facility or facilities where the Work is being performed during business hours, and subject to compliance with Site safety rules and policies. District shall ensure that the inspections do not affect the normal performance of this Agreement unless Work is not in compliance with this Agreement.

6. REPRESENTATIONS & WARRANTIES

6.1. Representations and Warranties of Contractor. Contractor represents and warrants to District that:

- (a) Contractor is a California corporation, duly organized, validly existing, and in good standing under the laws of the State of California, and has full power to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified and in good standing under the laws of the State of California and in each other jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.
- (b) Contractor has (either directly or through a Subcontractor) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound procurement principles, project management procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards. Contractor has (either directly or through a Subcontractor) the experience and skills necessary to determine, and Contractor has reasonably determined, that Contractor can perform the Work for the Work Order Price.
- (c) The execution, delivery and performance by Contractor of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof to any lien other than as contemplated or permitted by this Agreement.
- (d) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Contractor's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Contractor or in any impairment of its ability to perform its obligations under this Agreement.
- (e) All goods, services, equipment, parts, and materials furnished in connection with the Work related to the System are new, unused and undamaged at the time of delivery to the Site.
- (f) The individual executing this Agreement on behalf of Contractor is duly authorized to execute and deliver this Agreement on behalf of Contractor and this Agreement is binding upon Contractor in accordance with its terms.

6.2. Representations and Warranties of District. District represents and warrants to Contractor that:

- (a) District is a California public school district, duly organized, validly existing, and in good standing under the laws of the State of California, and has full legal capacity and standing to pursue its

purpose (including the capacity to dispose of and encumber all of its assets) and full power to engage in the business it presently conducts and contemplates conducting.

- (b)** The execution, delivery and performance by District of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof or the Site or any portion thereof to any lien other than as contemplated or permitted by this Agreement.
- (c)** There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to District's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of District or in any impairment of its ability to perform its obligations under this Agreement.
- (d)** District will exercise commercially reasonable efforts to procure funding for the Project within 365 days of the Effective Date.
- (e)** District has proof of funds, to the satisfaction of the Contractor, that are necessary from time to time to pay Contractor the Work Order Price in accordance with the terms of this Agreement.
- (f)** The individual executing this Agreement on behalf of District is duly authorized to execute and deliver this Agreement on behalf of District and this Agreement is binding upon District in accordance with its terms.

7. BREACH & TERMINATION

7.1. Termination by District:

- (a) Contractor agrees that District shall be entitled to terminate this Agreement upon the occurrence of any of the following circumstances:
 - (i) Except as otherwise permitted under this Agreement, Contractor abandons the entire Work for more than one hundred twenty (120) days or fails to commence the Work within one-hundred and eighty (180) days after receiving the Contract Date payment, and after expiration of said period fails to commence or continue performance of the Work within ten (10) business days of Contractor's written notice from District to commence or continue performance of the Work;
 - (ii) Contractor commits a material breach of this Agreement, and Contractor does not commence the cure of said breach and thereafter diligent pursuant to completion the cure of said breach, within thirty (30) days following Contractor's receipt of written notice thereof from District, or
 - (iii) Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
- (b) Upon the occurrence of any of the foregoing, District may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work of such parts thereof. District shall thereupon have the right to continue and complete the Work or any part thereof, by contract or otherwise.
- (c) Upon exercising commercially reasonable efforts, District shall be entitled to terminate this Agreement if it is unable to procure funding for the Project within 365 days of the Effective Date. Upon this occurrence, District shall have no further obligation to Contractor.
- (d) If District elects to terminate this Agreement for any reason other than provided herein, District shall reimburse Contractor for all expenses incurred prior to termination, including but not limited to development and engineering cost prior to the Effective Date.
- (e) If any covenant, condition or restriction upon the Site prohibits the installation of the System at the Site, District has the right to terminate this Agreement. Upon such termination, District shall pay to Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.2. Termination by Contractor:

- (a) Without limiting the provisions of Section 8.5, District agrees that upon the occurrence of any of the following, District shall reimburse Contractor for all expenses incurred prior to termination, including but not limited to development and engineering cost incurred prior to the Effective Date:
- (b) If District makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
- (c) If District fails to make any payment to Contractor hereunder when due, which failure remains uncured for twenty (20) days following District's receipt of written notice thereof from Contractor, the District shall be in breach and Contractor shall have all rights and remedies that may be available under Applicable Law against District with respect thereto, including without limitation the right to suspend performance of the Work or terminate this Agreement as set forth in Section 3.10.

7.3. Indemnity.

- (a) Contractor shall fully indemnify, save harmless and defend District from and against any and all costs, claims, and expenses incurred by District and their successors, assigns, governing board members, administrators, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of District) arising from or relating to Contractor's performance of its obligations under this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of Contractor or its Subcontractors, agents or employees or others under Contractor's control or (b) a breach by Contractor of its obligations hereunder.
- (b) District shall fully indemnify, save harmless and defend Contractor and its successors, assigns, officers, directors, members, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of Contractor or Subcontractors) arising from or relating to this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of District or its agents or employees or others under District's control or (b) a breach by District of its obligations hereunder.
- (c) Each Party shall indemnify, defend and hold the other Party, and its present and future governing board members, administrators, direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from (a) actual or alleged infringement or misappropriation by such Party (or in the case of Contractor, any Subcontractor) of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right in connection with the System, including without limitation, any deliverable, (b) such Party's (and in the case of Contractor, any Subcontractor's) violation of any third-party license to use intellectual property in connection with the Work, including, without limitation, any deliverable. District shall indemnify, defend and hold Contractor and its present and future direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from the challenge to the procedures under which this Agreement was approved by the District. Notwithstanding the foregoing, the indemnification obligations of Contractor set forth in this Section 7.3(c) shall not apply when the claim of infringement arises from a particular design, process or product of a

particular manufacturer or manufacturers that Contractor is directed by District to use in connection with the Contract Documents, unless the Contractor has reason to believe there is an infringement of such intellectual property right.

- (d) If any claim is brought against a Party (the “Indemnified Party”) that gives rise to a potential indemnity claim under this Section 7.3, then the Indemnified Party shall give written notice of said claim to the other Party (the “Indemnifying Party”). Upon receipt of written notice of the claim, the Indemnifying Party shall be entitled to participate in, and, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. Where the Indemnifying Party has elected not to assume the defense of a claim that gives rise to a potential indemnity claim under this Section 7.3, the Indemnifying Party shall reimburse the Indemnified Party for its reasonable and necessary defense expenses to the extent said claim is adjudged to be covered under the indemnity obligations. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder.

7.4. Limitations of Liability.

- (a) No Consequential Damages. IN NO CIRCUMSTANCES SHALL THE CONTRACTOR OR DISTRICT OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OF USE OF SUCH PROFITS OR REVENUE, LOSS BY REASON OF PLANT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY, COSTS OF REPLACEMENT POWER OR CAPITAL, DEBT SERVICE FEES OR PENALTIES, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, DAMAGES FOR LOST OPPORTUNITIES, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON PARTIES’ LIABILITY FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN THIS SECTION 7.4(a) SHALL NOT APPLY TO THE PARTIES’ RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES.

8. MISCELLANEOUS

8.1. Representatives.

- (a) District Representative. District designates, and Contractor agrees to accept, Joy C. Gabler, Superintendent, as District Representative for all matters relating to Contractor's performance of the Work. The actions taken by District Representative regarding such performance shall be deemed the acts of District and shall be fully binding for District. District may, upon written notice to Contractor, pursuant to Section 8.6 hereof, change the designated District Representative.
- (b) Contractor Representative. Contractor designates, and District agrees to accept, Stan Butts as Contractor Representative for all matters relating to Contractor's performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor and shall be fully binding for Contractor. Contractor may, upon written notice to District, pursuant to Section 8.6 hereof, change the designated Contractor Representative.
- (c) Power of Representatives. The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or District, as applicable, under this Agreement.
- (d) Notices to Representative. Notwithstanding Sections 8.1(a) and 8.1(b), all amendments, Change Orders, notices and other communications between Contractor and District contemplated herein shall be delivered in writing and otherwise in accordance with Section 8.6.

8.2. Ownership of Plans, Data, Reports and Material.

- (a) Subject to Sections 8.2(c), Contract Documents developed by Contractor under this Agreement shall become the property of District when prepared and shall be delivered to District upon completion of the Work; provided that nothing in the foregoing shall impair, alter or otherwise affect Contractor's proprietary rights in its patents, products or other intellectual property.
- (b) Any additional inventions or intellectual property created during performance of this Agreement shall be owned by Contractor.
- (c) Contractor further agrees to grant and hereby grants to District an irrevocable, non-exclusive, royalty-free license under all patents, copyrights and other proprietary information of Contractor related to the Work now or hereafter owned or controlled by Contractor to the extent reasonably necessary for the operation, maintenance or repair of the System or any subsystem or component thereof designed, specified, or constructed by Contractor under this Agreement. No other license in such patents and proprietary information is granted pursuant to this Agreement.

8.3. Governing Law.

The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to Section 8.5, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Kings County, California and shall comply with all requirements necessary to give such court jurisdiction.

8.4. Force Majeure.

Contractor shall promptly notify District in writing of any delay or anticipated delay in Contractor's performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. Contractor shall deliver such notice as soon as reasonably practicable, but in any event within forty-eight (48) hours of Contractor's becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event. Contractor shall be entitled to a reasonable extension of time for delays due to a Force Majeure Event; provided that any Work done or materials furnished by Contractor in restoring or rebuilding the System will be paid for by District as an approved Change Order pursuant to Section 3.5.

8.5. Dispute Resolution.

- (a) Good faith negotiations. In the event that any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from both Contractor and District shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the provisions of Sections 8.5(b), 8.5(c) and 8.5(d) shall apply to the extent applicable to the Dispute.
- (b) Technical Dispute. Technical Disputes shall be resolved by an independent expert. For the purposes of this Agreement, a "Technical Dispute" shall mean a Dispute regarding whether the System conforms to the Industry Standards and applicable Building Codes, whether the relevant part of the Site where the System is located meets the required Site characteristics, and any other Disputes of a technical or engineering nature. All Technical Disputes shall be resolved on an accelerated basis by a nationally recognized professional expert unless otherwise agreed in writing by Contractor and District. Parties will share equally in the cost of the independent expert engaged to resolve Technical Disputes.
- (c) Non-Binding Mediation. If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by District and Contractor. If District and Contractor are unable to agree on a mediator, then either may request that the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by District, and one-half by Contractor. In any such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with mediator. The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by mediation of the actual Dispute; (ii) actions to collect payments not subject to bona fide Dispute; or (iii) claims involving third parties who have not agreed to participate in the mediation of the Dispute. The provisions of this Section 8.5 shall survive any termination of this Agreement.
- (d) Attorneys' Fees. The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other Party.

8.6. Notices and Demands.

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing (a) the same day if personally delivered; (b) three (3) days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) the same day if sent by facsimile or electronic mail with confirmation. Mailed notices, facsimile notices or electronic notices shall be addressed as follows to:

District:

Name: Hanford Elementary School District
 Attention: Joy C. Gabler , Superintendent
 Address: 714 North White St.
 Hanford, CA 93230-4029
 Phone: (559) 585-3600
 Facsimile: (559) 584-7833
 Email: jgabler@hesd.k12.ca.us

With a copy to:

Name:
 Attention:
 Address:

Contractor:

Name: Indoor Environmental Services
 Attention: Stan Butts, Vice President
 Address: 1512 Silica Avenue
 Sacramento, CA 95815
 Phone: (916) 888-8808
 Facsimile: (916) 348-3020
 E-mail: sbutts@ies-hvac.com

8.7. Nondisclosure.

To the extent permitted by law, whichever Party receives confidential information (the "Receiving Party") from the other Party (the "Disclosing Party") shall not use for any purpose other than performing the Work under this Agreement or divulge, disclose, produce, publish, or permit access to, without the prior written consent of the Disclosing Party, any such information of the Disclosing Party. Confidential Information includes, without limitation, all information or materials prepared in connection with the Work performed under this or any related subsequent Agreement, designs, drawings, specifications, techniques, models, data, documentation, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, personnel names and other information related to Contractor, Suppliers, personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets. Confidential information does not include (a) information known to the Receiving Party prior to obtaining the same from the Disclosing Party; (b) information in the public domain at the time of disclosure by the Receiving Party; or (c) information obtained by the Receiving Party from a third party who did not receive same, directly or indirectly, from the Disclosing Party. The Receiving Party shall use the higher of the standard of care that the Receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such confidential information. Notwithstanding anything herein to the contrary, the Receiving Party has the right to disclose Confidential Information without the prior written consent of the Disclosing Party: (i) as required by any court or other

Governmental Authority, or by any stock exchange upon which the shares of any Party are listed, (ii) as otherwise required by law, (iii) as advisable or required in connection with any government or regulatory filings, including without limitation, filings with any regulating authorities covering the relevant financial markets, (iv) to its attorneys, accountants, financial advisors or other agents, in each case bound by confidentiality obligations, (v) to banks, investors and other financing sources and their advisors, in each case bound by confidentiality obligations; or (vi) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the Confidential Information is bound by confidentiality obligations. If a Receiving Party believes that it will be compelled by a court or other Governmental Authority to disclose confidential information of the Disclosing Party, it shall give the Disclosing Party prompt written notice, and in all cases not less than five (5) Business Days' notice in advance of disclosure, so that the Disclosing Party may determine whether to take steps to oppose such disclosure. Notwithstanding the foregoing, Contractor acknowledges that this Agreement, once fully executed and approved by the District's Board of Trustees, is public information, subject to release in response to public information requests under California Government Code § 6250 et seq. (Public Records Act). District shall use reasonable efforts to prevent or limit disclosure of the Confidential Information.

8.8. Time of Essence.

Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

8.9. Validity.

The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of the Parties as of the date of execution of this Agreement.

8.10. Binding Effect.

This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

8.11. Modifications.

No oral or written amendment or modification of this Agreement by any administrator, Board member, officer, agent or employee of Contractor or District, either before or after execution of this Agreement, shall be of any force or effect unless such amendment or modification is in writing and is signed by any duly authorized representative of both Parties to be bound thereby.

8.12. Headings.

The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8.13. Counterparts; Signature Pages.

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

8.14. Announcements and Publications.

Contractor shall coordinate with District with respect to, and provide advance copies to District for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Contractor, in each case, who agree to keep such information confidential. If District delivers written notice to Contractor rejecting any such proposed announcement or publication within two (2) Business Days after receiving such advance copies, the Contractor shall not make such public announcement or publication; provided, however, that Contractor may disseminate or release such information in response to requirements of Governmental Authority.

8.15. Complete Agreement.

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No oral agreement or conversation with any officer or employee of either Party or any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the District and Contractor by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.

8.16. No Agency.

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.17. Priority of Documents.

In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); second, this Agreement; third, Work Order in Exhibit C, and fourth, the other Contract Documents.

8.18. Assignment.

No Party shall be entitled to assign or subcontract this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which shall not be unreasonably withheld, provided that Contractor may subcontract that portion of the Work to Subcontractors. Notwithstanding the foregoing, (i) without the consent of the Contractor, District shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Contractor) to any lenders by way of security for the performance of obligations to such lenders; (ii) without consent of the District, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement in connection with a merger or acquisition of Contractor; and (iii) without consent of District, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement to an Affiliate of the Contractor.

8.19. No Waiver.

Either Party's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date set forth above.

Hanford Elementary School District,
a school district organized and existing under the
laws of the State of California

By: _____
Name: Joy C. Gabler
Title: Superintendent

Famand, Inc.,
a California corporation, (dba) Indoor Environmental
Services

By: _____
Name: Stan Butts
Title: Vice President
Contractor's License #: 646794

EXHIBIT A DEFINITIONS

“Affiliate” of a specified Person means any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term “control” of a specified Person including, with correlative meanings, the terms, “controlled by” and “under common control with,” means (a) the ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” shall have the meaning set forth in the preamble.

“Applicable Law” shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

“Applicable Permits” ” means those permits identified as the responsibility of Contractor as determined in Exhibit C.

“Authority Having Jurisdiction (AHJ)” means those local, state, or federal entities having regulatory authority over a specific aspect of the Project, such as building officials, Department of State Architecture, and fire departments.

“Business Day” means Mondays to Fridays, except such days on which banks are permitted or required to close in California.

“Certificate of Substantial Completion” shall mean a document in similar form to Exhibit F.

“Certificate of Final Completion” shall mean a document in similar form to Exhibit F.

“Change” shall means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the scope of the Work. An “Unanticipated Condition” as defined in Section 2.4 hereof, experienced by Contractor during the course of the Work is included within the definition of “Change”.

“Change Order” shall mean a written document signed by District and Contractor to adjust the Work Order Price or Construction Schedule as a result of a Change issued after execution of this Agreement.

“Commencement of Work” shall mean the commencement of Work for each Work Order.

“Construction Schedule” shall mean the schedule for implementation of the Work as determined by the Contractor to meet the Project Milestones as set forth on Exhibit C.

“Construction Documents” shall mean construction documents prepared by Contractor and approved by District.

“Contract Documents” shall mean this Agreement and Exhibits hereto, and drawings, specifications, plans, calculations, models and designs that are part of this Agreement and the Construction Documents prepared by Contractor and approved by District.

“Contractor” shall have the meaning set forth in the preamble.

“Contractor Representative” shall mean the individual designated by the Contractor in accordance with Section 7.1(b).

“Day” means calendar day unless it is specified that it means a “Business Day”.

“Disclosing Party” shall have the meaning set forth in Section 7.7.

“Dispute” shall have the meaning set forth in Section 7.5(a).

“District” shall have the meaning set forth in the Preamble to this Agreement.

“District Permits” means those permits identified as the responsibility of District in Exhibit C.

“District’s Representative” shall mean the individual designated by District in accordance with Section 7.1(a).

“Dollar” and “\$” shall mean the lawful currency of the United States of America.

“Effective Date” shall mean the date first set forth in the preamble.

“Environmental Attributes” means all environmental and other attributes that differentiate the System or the energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the System or the compliance of the System or the energy output with the law, rules and standards of the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes and Reporting Rights.

“Environmental Incentives” means all rights, credits (including tax credits), grants, rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the System on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase,

consumption or use of the energy output from each Site. Without limiting the foregoing, “Environmental Incentives” includes green tags, renewable energy credits, grants, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the system on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site.

“Equipment” shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required for prudent design, construction or operation of the System in accordance with Industry Standards and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto described in, required by, reasonably inferable from or incidental to the Work or the Contract Documents.

“Excusable Delay” shall mean a Delay outside of Contractor’s control that prevents Contractor from achieving the Commercial Operation Date for any System in accordance with the Project Schedule, and to the extent that such Delay adversely affects the Work such that the performance of the Work is prevented or delayed, Contractor shall be entitled to an adjustment in the Construction Schedule and deadlines of this Agreement. For purposes of this Agreement, an Excusable Delay shall include any of the following events:

- (a) an act or failure to act of, or other delay caused by, or negligence of, District or its agents or employees;
- (b) changes in the design, scope or schedule of the Project unilaterally required by the District;
- (c) the suspension of Work in whole or in part by District;
- (d) labor disputes, fire, vandalism, delay in manufacturing and deliveries;
- (e) adverse weather conditions not reasonably anticipated and in excess of 150% of the normal weather (*e.g.*, rain, snow, sleet) for the local geographic area for the past ten (10) years as measured in a given month;
- (f) unforeseen conditions at any Site, including discovery or existence of Hazardous Substances;
- (g) the occurrence of a Force Majeure, or other unavoidable casualties or other causes beyond Contractor’s control;
- (h) the failure to obtain any Utility Interconnection Agreement, permission to operate, Applicable Permit, CEQA/NEPA

approval or approval of a Governmental Authority or delays caused by changes and/or modifications to the Scope of Work as required by any Governmental Authority having jurisdiction over the Project;

- (i) any equipment or material delays caused by suppliers or vendors;
- (j) adverse changes to regulatory requirements;
- (k) any breach of this Agreement or the Utility Interconnection Agreement or any information provided to the Contractor by District or Utility is inaccurate or incomplete; or
- (l) any other cause outside Contractor's control after Contractor's best efforts to mitigate that delay, to the extent that Contractor is able to mitigate such delay, provided that a failure to perform of Contractor's subcontractors' shall not be an Excusable Delay, unless such subcontractors are unable to perform the Work as a result of any of the events described in this definition of "Excusable Delay".

"Facility" shall mean any and all properties of the District upon which the System shall be constructed or to which the System shall be connected, including land, buildings, structures, equipment, and electrical tie-in points.

"Final Completion" shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 4.2.

"Force Majeure Event" shall mean, when used in connection with the performance of a Party's obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is reasonably unforeseeable, or being reasonably foreseeable, reasonably unavoidable (including by taking prudent protective and preventative measures) and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

- (a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;
- (b) acts of God, including but not limited to, unusually severe storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, winds in excess of ninety (90) miles per hour, and objects striking the earth from space (such as meteorites) sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of FACILITY and

equipment relating to the performance by the affected Party of its obligations under this Agreement;

(c) strikes, walkouts, lockouts or similar industrial or labor actions or disputes, in each case of a regional or national nature;

(d) changes in Applicable Law after the Effective Date that materially impact a Party's ability to perform under this Agreement; and

(e) acts of any Governmental Authority that materially restrict or limit Contractor's access to the Site.

"Contract Approval Date" shall mean the date that District has approved this Agreement.

"Governmental Authority" shall mean any national, autonomic, regional, province, town, city, or municipal government, or other administrative, regulatory or judicial body of any of the foregoing.

"Hazardous Material" shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl's ("PCBs"), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now listed, defined or regulated in any manner by any federal, state or Applicable Law.

"Indemnified Party" shall have the meaning set forth in Section 6.3(d).

"Indemnifying Party" shall have the meaning set forth in Section 6.3(d).

"Industry Standards" shall mean those standards of care and diligence normally practiced by a majority of engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which the Work will be performed and in accordance with good construction practices, Applicable Permits, and other standards established for such Work.

"Manufacturer Warranty" shall have the meaning set forth in Exhibit C.

"Party" shall mean, individually, each of the parties to this Agreement.

"Person" shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

"Project" shall mean the entirety of Work to be performed by Contractor pursuant to the terms and conditions of the Work and any Change Orders.

"Receiving Party" shall have the meaning set forth in Section 7.7.

"Representatives" shall mean the Contractor Representative and the District Representative and each may individually be referred to as a "Representative".

“School District” shall have the meaning set forth in preamble.

“Site” shall have the meaning set forth in the first recital, and is more fully described in Exhibit C. An individual Site shall mean any area of a property owned by the District upon which a System is constructed.

“Subcontractor” shall mean any Person, other than Contractor and Suppliers, retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor’s obligations under this Agreement.

“Substantial Completion” shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.1(c).

“Substantial Completion Date” shall mean the actual date on which the Substantial Completion of the System, as defined in Section 5.1(c), has occurred.

“Suppliers” shall mean those Equipment suppliers with which Contractor contracts to build the System.

“System” shall have the meaning ascribed in the Recitals to this Agreement.

“Technical Dispute” shall have the meaning set forth in Section 7.5(b).

“Third Party” shall have the meaning of any persons or entity not affiliated with Contractor or District.

“Unanticipated Condition” shall have the meaning set forth in Section 2.4.

“Work” shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor and described in Exhibit C with respect to the System.

“Work Order” shall mean the assigned Work for each Site as described in Exhibit C.

“Work Order Price” shall mean the amount for performing the Work that is payable to Contractor as set forth in Section 3.2, as the same may be modified from time to time in accordance with the terms hereof, and as described in Exhibit C.

EXHIBIT B
CERTIFICATIONS

Exhibit B-1 Fingerprinting / Criminal Background Investigation Certification

Exhibit B-2 Drug-Free Workplace / Tobacco-Free Environment Certification

**FINGERPRINTING / CRIMINAL BACKGROUND INVESTIGATION
CERTIFICATION
(EXHIBIT B-1)**

The undersigned does hereby certify to the governing board of the _____ as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the _____; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with _____ pupils in the course of providing Services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with _____ pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and _____ pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied Site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the _____ pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with _____ pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

DRUG-FREE WORKPLACE / TOBACCO-FREE ENVIRONMENT CERTIFICATION
(EXHIBIT B-2)

Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The _____ is not a "state agency" as defined in the applicable section(s) of the Government Code, but the _____ is a local agency and public school _____ under California law and requires all contractors on _____ projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- 1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- 2 Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
- 3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I understand that if the _____ determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and _____ Board Policies, all _____ sites, including the Sites, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in _____ property. _____ property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on _____ property. I acknowledge that I am aware of the _____'s policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Sites.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

**EXHIBIT C
WORK ORDERS**

**Work Order #1
Major Equipment Procurement**

**Work Order #2
Energy Conservation Work Including Lighting, HVAC, and
HVAC Controls Installations**

EXHIBIT C

Work Order #1 Major Equipment Procurement

This scope of work is intended to define the requirements which will form the basis for the procurement of Energy Conservation work at District Facilities that are part of the Agreement.

This Work Order includes the following:

- Lighting, HVAC, and HVAC Controls Equipment Procurement Scope of Work
- Work Order Milestones
- Fixed Price Amount
- Progress Payment Schedule
- Performance and Payment Bonds

LIGHTING, HVAC, AND HVAC CONTROLS EQUIPMENT PROCUREMENT SCOPE OF WORK

General

The scope of work for this Work Order includes the procurement and transportation of the major components of the System at each Facility. Contractor shall perform, supervise and direct the Work in accordance with Industry Standards, Applicable Law and Project Milestone dates.

Procurement

Contractor shall procure the Lighting Equipment, HVAC Equipment, HVAC Controls Components required for the Systems under this Work Order per the Scope as outlined in Exhibit C, Work Order #2.

Shipping and Transportation

The Contractor shall make all necessary arrangements with each manufacturer or distributor for the proper packaging and shipment of all equipment to the District Facility or Contractor warehouse. All equipment shall be shipped in appropriate packaging and by suitably equipped transportation to avoid damage to the equipment at all points from the manufacturer's or distributor's site to the District Facility or Contractor warehouse. The Contractor shall ensure that suitable equipment is available and used for unloading and handling of the equipment at the project Facility.

Equipment Documentation

Upon placement and confirmation of the purchase order, the Contractor shall request from each manufacturer all applicable documentation regarding shipping, handling, factory testing, storage, installation, and maintenance for all equipment ordered. Upon receipt, this information shall be stored and/or transmitted to the District as appropriate.

WORK ORDER MILESTONES

Estimated Work Order Milestone Schedule	
Milestone	Milestone Date
Contract Approval Date	10-26-2016
Major Equipment Ordering	11-2-2016

Contractor shall be given a day-for-day slip in the Work Order Milestone Schedule for a delay in the Contract Approval Date beyond the date shown above.

FIXED PRICE AMOUNT

The fixed price for this Work Order (“Work Order Price”) is **\$1,006,673**

PROGRESS PAYMENT SCHEDULE

The District shall pay to Contractor the progress payments set forth below when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.

Progress Payments Schedule	
Payment Milestone	% of Total Task Order Price
Contract Approval Date	10%
Major Equipment Ordering	90%

PERFORMANCE AND PAYMENT BONDS

Upon the written request of the District prior to commencement of work, Contractor shall provide evidence of the following bonds to District:

a. **Performance Bond.** A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to District, in an amount equal to one-hundred percent (100%) of this Work Order Price payable under the Agreement securing the faithful performance of this Work Order; and

b. **Payment Bond.** A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to District, in an amount equal to one-hundred percent (100%) of this Work Order Price payable under the Agreement securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of this Work Order.

The Performance and Payment Bonds shall guarantee timely completion of the Work in accordance with this Work Order and shall cover the installation period. The warranty period shall extend one (1) year following Final Completion.

The surety, having provided the Performance and Payment Bonds under this Work Order, shall assume no liability to Contractor, District or any third parties, should Contractor fail, for any reason, to deliver acceptable warranties beyond the one (1) year warranty period following Final Completion.

EXHIBIT C

Work Order #2

Energy Conservation Work Including Lighting, HVAC, and HVAC controls Installations

This scope of work is intended to define the requirements which will form the basis of lighting, and HVAC, HVAC controls (“System”) at:

- District Office, 714 North White Street, Hanford, CA 93232
- District Services, 758 Katie Hammond Street, Hanford, CA 93232
- George Washington Elementary, 2245 North Fairmont Street, Hanford, CA 93232
- Hamilton Elementary, 1269 Leland Way, Hanford, CA 93232
- Hanford Elementary Community Day, 601 West Florinda Street, Hanford, CA 93232
- JFK Junior High, 1000 East Florinda Street, Hanford, CA 93232
- Simas Elementary, 1875 Fitzgerald Street, Hanford, CA 93232
- Lee Richmond Elementary, 939 Katie Hammond Street, Hanford, CA 93232
- Lincoln Elementary, 828 South Harris Street, Hanford, CA 93232
- MLK Jr. Elementary, 820 Hume Avenue, Hanford, CA 93232
- Monroe Elementary, 300 Monroe Drive Hanford, CA 93232
- Roosevelt Elementary, 870 Davis Street, Hanford, CA 93232
- Woodrow Wilson Junior High, 601 West Florinda Street, Hanford, CA 93232
- Jefferson Charter Academy, 511 Wet Malone Street, Hanford, CA 93232

This Work Order includes the following:

<u>Section 1</u>	Basis of Energy Engineering
<u>Section 2</u>	Lighting Scope of Work
<u>Section 3</u>	HVAC Controls Scope of Work
<u>Section 4</u>	HVAC Scope of Work
<u>Section 5</u>	Energy Program Assistance Services
<u>Section 6</u>	Proposed Project Installation Timeline & Coordination
<u>Section 7</u>	Work Order Milestones
<u>Section 8</u>	Fixed Price Amount
<u>Section 9</u>	Progress Payment Schedule
<u>Section 10</u>	Performance and Payment Bonds

1.0 BASIS OF ENERGY ENGINEERING

Forecasted energy savings are the difference between the pre- and post-retrofit period consumption for the equipment included in the scope of Work. The pre-retrofit (or Baseline) data for this project covers the period from July 2014 through June 2015. The Baseline data takes into consideration the quantity of facilities and size; 2014/2015 building operational schedules; 2014/2015 School Calendar and 2014/2015 individual school Bell Schedules; occupancy factors and utilization; utility usage, costs and utility rates along with the available average ASHRAE weather files for the closest weather station. Except weather files, all this data have been obtained from the CUSTOMER.

Since CONTRACTOR does not control/follow the building operations on a day-by-day basis, it is virtually impossible to track the energy consumption and savings from utility bills due to many dynamic factors that are out of the CONTRACTOR'S control. These factors (permanent or temporary) include, but are not limited to: weather changes; changes in the use of any facility and number of occupants (including, but not limited to, staff, faculty and students); changes to the hours of operation of any facility; changes to the control system scheduling; changes or modifications to the equipment or services provided under this Agreement; changes in utility suppliers, method of utility billing, number of days in the billing cycle, utility rates or method of utility purchasing; improper maintenance of the equipment or of any energy-consuming equipment; changes to the equipment or to any facility required by changes to building codes; additions or deletions of energy-consuming equipment; personal portable heaters; refrigerators and vending machines and/or additions or deletions of any facilities (i.e. portable classroom buildings), etc. It should be also noted, that the weather within last two years was unusually mild and, as a result, heating and cooling energy costs were lower than normal.

Therefore, engineering calculations approach is based on a measure-by-measure (ECM-by-ECM) basis and is to be derived by comparing the specific value of physical parameters after the installation to its value prior to the installations. For example: lighting systems retrofit (see below) will result in lower wattage consumption than Baseline scenario. This measure is not affected by weather changes, HVAC or other unrelated equipment energy consumption that are reflected in the utility bills. Below are some key characteristics and features of the measure-by-measure energy saving calculations method:

- It calculates savings based on CUSTOMER inputs, field measurements, and agreed upon assumptions and stipulations.
- It does not involve utility bill comparisons; however, utility bills may be analyzed to identify energy consuming trends and correlations.
- It is structured so that the individual measure's savings, as described in Scope of Work, shall not be effected by unrelated building modifications.

Additionally, selected energy savings calculations have been performed with the help of the on-line Energy Saving Calculators developed by California Energy Commission (CEC). These on-line calculators are offered by CEC as a part of CA Clean Energy Jobs Act (Proposition 39). CONTRACTOR has no control over engineering methodologies utilized by CEC in on-line Energy Saving Calculators.

In any event, the overall energy use of the facility would be lower than if the energy saving measures (retrofits) identified in the facility solutions project herein had not been implemented.

If desired, the CONTRACTOR may provide additional utility data analysis and benchmarking based on the standard engineering principals for an additional fee (excluded from this Scope of Work). The CUSTOMER is to notify CONTRACTOR in writing no later than thirty (30) days after any changes as outlined above made to the Property that would affect the energy usage at the Property. The CUSTOMER shall make available to CONTRACTOR no later than thirty (30) days upon receipt, on a monthly basis for at least one year after Completion and Acceptance Date, copies of all energy bills, energy usage data, and any and all other such documentation related to changes to energy usage as outlined above.

2.0 GENERAL LIGHTING SCOPE OF WORK

Energy savings are realized due to the fact that the total input watts of the lighting fixtures will be reduced. Energy savings resulting from the Lighting System Retrofit have been estimated for each individual light fixture type based on the following simple formula:

$$\text{Annual Saving, \$} = (\text{Existing Watts} - \text{New Watts}) / 1000 \times \text{Hours/Year} \times \text{Utility Rate} \times N$$

Where,

<i>Existing Watts</i> –	Wattage rating for the existing (Baseline) light fixture
<i>New Watts</i> –	New wattage rating for the existing light fixture
<i>Hours/Year</i> –	Annual number of “burn-hours” (run hours for different areas as reported to CEC)
<i>Utility Rate</i> –	Actual weighted composite utility rate, \$/kWh
<i>N</i> –	Number of light fixtures of the particular type (see below for the actual quantities).

Currently the (13) sites have a mixture of lighting technologies. Past modernization and retrofit projects included the upgrading of several sites with first generation electronic ballasts and T8 fluorescent lamps.

This project will provide a significant energy reduction while greatly improving the overall quality and quantity of light. All fixtures presently powered by electronic ballasts will be retrofitted with 4th generation electronic ballasts and High CRI extended performance T8 fluorescent lamps. In addition to the linear fluorescent fixture retrofits all incandescent lamps will be replaced with compact fluorescent lamps and or new compact fluorescent fixtures.

All discolored or broken lighting diffusers encountered during this project will be replaced as part of this project.

All incandescent or CFL exit signs included in this project will be retrofitted with new L.E.D. exit sign kits as applicable.

All incandescent exterior lighting included in this project will be replaced with L.E.D. fixtures or lamps as applicable.

All expended lighting lamps and ballasts will be disposed of per current EPA regulations. Any found lighting ballast containing PCB's will be treated as Hazardous waste and disposed of per EPA hazardous waste regulations.

Unless specifically requested by the CUSTOMER, the intent of lighting retrofit Work is not to increase the light levels but rather to maintain the existing or better lighting levels while maximize energy savings without re-designing the overall system. In some cases, where the areas are over illuminated (per Illumination Engineering Society recommendations), light levels may be reduced to the recommended levels.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different options. The presented retrofits will not affect the usability of the buildings or facilities and therefore are not alterations, additions, new construction or modification of the existing systems. As a result, the scope of work is considered maintenance replacement of the existing outdated lighting system components with like-kind components of higher efficiency and longer useful life. Maintenance related items are not considered lighting alterations and are exempted from the code and Title 24 provisions. Due to the possibility of dissimilar interpretations of regulations, additional cost-incurring system upgrades may be requested. Upon the CUSTOMER requesting changes based on interpretations, the CONTACTOR will provide a written change order to the CUSTOMER for review and approval.

Below is the Itemized Scope of work below for specific retrofit strategies and fixture totals for each site:

District Office, 714 North White Street, Hanford, CA 93232

ITEMIZED SCOPE OF WORK (Exterior Only)			
Existing	Proposed		QTY
2L F32T8/32W W/ EB	2L F028/850XP/XL/SS (1) QHE2X32UNV/ISL		14
175W HID WALL PACK	DECO 402 30W LED WALL PACK		2
250W HID FLOOD	DECO 211-60W LED FLOOD		4
MERC. VAPOR, (1) 175W	DBARN-LED-50-NW-UNV		1
60W INC. & 13W CFL	1L LED8A19/DIM		2

District Services, 758 Katie Hammond Street, Hanford, CA 93232

ITEMIZED SCOPE OF WORK (Exterior Only)			
Existing	Proposed		QTY
175W HID WALL PACK	DECO 402 20W LED WALL PACK		7
150W HID WALL PACK	DECO 404 40W LED		20
400W HID FLOOD	D206-120W LED FLOOD		7
MERC. VAPOR, (1) 250W	DBARN-LED-50-NW-UNV		1
1L CF26 / 70W HID 6" RECESSED CAN	LED/RT6/1500/HO/840		3

George Washington Elementary, 2245 North Fairmont Street, Hanford, CA 93232

ITEMIZED SCOPE OF WORK (Exterior Only)			
Existing	Proposed		QTY
60W INC/ CFL WP	DECO D410-LED 10W WALL PACK		28
175W HID WALL PACK	DECO 402 30W LED WALL PACK		3
250W HID SHOE BOX	D816 LED 60W 16" AREA LIGHT		6
150W HID POST	DECO 821 40W LED POST TOP		3
INCAN, (1) 90WPAR38 (25 DEGREE NARROW FLOOD) FLOOD	1L LED16PAR38/DIM/827/FL40		9
1L CF26 / 70W HID 6" RECESSED CAN	LED/RT6/1500/HO/840		22

Hamilton Elementary, 1269 Leland Way, Hanford, CA 93232

ITEMIZED SCOPE OF WORK (Interior and Exterior)			
Existing	Proposed		QTY
4L F32T8/32W W/ EB	4L F028/850XP/XL/SS (1) QHE4X32UNV/ISL		14
4L F32T8/32W W/ EB	2L F028/850XP/XL/SS (1) QHE2X32UNV/ISH W/PF RTK-2X4-PRS		28
3L F32T8/32W W/ EB	3L F028/850XP/XL/SS (1) QHE3X32UNV/ISL		13
3L F32T8/32W W/ EB	2L F028/850XP/XL/SS (1) QHE2X32UNV/ISN W/PF RTK-2X4-PRS		443
2L F32T8/32W W/ EB	2L F028/850XP/XL/SS (1) QHE2X32UNV/ISL		123
1L F32T8/32W W/ EB	1L F028/850XP/XL/SS (1) QHE1X32UNV/ISL		3
60W INC WP	DECO D410-LED 15W WALL PACK		2
500W FLOOD QZ	DECO 211-40W LED FLOOD		2
250W HID SHOE BOX	D816 LED 60W 16" AREA LIGHT		17
150W HID POST	DECO 821 40W LED POST TOP		8
NEW LENS	WRAP LENS		30
NEW LENS	2X4 PRISMATIC LENS		30
60W INC. & 13W CFL	1L LED8A19/DIM		2
23W CF & 100W INC	LED14A19/DIM/0/827		24

INCAN, (1) 75WPAR38 RECESSED CAN	1L LED16PAR38/DIM/827/FL40		40
1L CF26 / 70W HID 6" RECESSED CAN	LED/RT6/1500/HO/840		147

Hanford Elementary Community Day, 601 West Florinda Street, Hanford, CA 93232

ITEMIZED SCOPE OF WORK (Exterior Only)			
Existing	Proposed		QTY
CF 26W DRUM	14W LED DRUM		7
TWIN26W CF PORCH LIGHT	DECO 410 15W LED WALL PACK		2

JFK Junior High, 1000 East Florinda Street, Hanford, CA 93232

ITEMIZED SCOPE OF WORK (Exterior Only)			
Existing	Proposed		QTY
26W CFL CANOPY	14W LED CANOPY		7
60W INC WP	DECO D410-LED 15W WALL PACK		10
175W HID WALL PACK	DECO 402 30W LED WALL PACK		9
250W HID FLOOD	DECO 211-60W LED FLOOD		1
400W HID FLOOD	D206-120W LED FLOOD		4
250W HID POLE FLOOD	DECO 816 60W LED		6
150W HID POST	DECO 829 40W LED POST TOP		2
1L CF26 6" RECESSED CAN	LED/RT6/1500/HO/840		78

Simas Elementary, 1875 Fitzgerald Street, Hanford, CA 93232

ITEMIZED SCOPE OF WORK (Interior and Exterior)			
Existing	Proposed		QTY
4L F32T8/32W W/ EB	4L F028/850XP/XL/SS (1) QHE4X32UNV/ISL		26
4L F32T8/32W W/ EB	2L F028/850XP/XL/SS (1) QHE2X32UNV/ISH W/PF RTK-2X4-PRS		6
3L F32T8/32W W/ EB	3L F028/850XP/XL/SS (1) QHE3X32UNV/ISL		35
3L F32T8/32W W/ EB	2L F028/850XP/XL/SS (1) QHE2X32UNV/ISN W/PF RTK-2X4-PRS		437
2L F32T8/32W W/ EB	2L F028/850XP/XL/SS (1) QHE2X32UNV/ISL		84
2L CF26 CANOPY	14W LED CANOPY		4
250W HID POLE FLOOD	DECO 805 60W LED		6
150W HID POST	DECO 821 40W LED POST TOP		8
NEW LENS	WRAP LENS		30
NEW LENS	2X4 PRISMATIC LENS		30
60W INC. & 13W CFL	1L LED8A19/DIM		2

MH, (1) 100W GROUND	17W LED SCREW IN BYPASS		2
1L CF26 6" RECESSED CAN	LED/RT6/1500/HO/840		104

Lee Richmond Elementary, 939 Katie Hammond Street, Hanford, CA 93232

ITEMIZED SCOPE OF WORK (Exterior Only)			
Existing	Proposed		QTY
3L F32T8/32W W/ EB	3L F028/850XP/XL/SS (1) QHE3X32UNV/ISL		2
26W CFL CANOPY	14W LED CANOPY		29
60W INC/ CFL WP	DECO D410-LED 10W WALL PACK		11
250W HID FLOOD	DECO 211-60W LED FLOOD		3
1L CF26 6" RECESSED CAN	LED/RT6/1500/HO/840		16

Lincoln Elementary, 828 South Harris Street, Hanford, CA 93232

ITEMIZED SCOPE OF WORK (Exterior Only)			
Existing	Proposed		QTY
26W CFL CANOPY	14W LED CANOPY		33
60W INC/ CFL WP	DECO D411-LED 15W WALL PACK		8
175W HID WALL PACK	DECO 402 30W LED WALL PACK		1
250W HID FLOOD	DECO 211-60W LED FLOOD		1
1000W HID FLOOD	D206-220W LED FLOOD		1
175W HID POLE FLOOD	DECO 816 30W LED		5
250W HID SHOE BOX	D816 LED 60W 16" AREA LIGHT		2
1L CF26 6" RECESSED CAN	LED/RT6/1500/HO/840		14

MLK Jr. Elementary, 820 Hume Avenue, Hanford, CA 93232

ITEMIZED SCOPE OF WORK (Exterior Only)			
Existing	Proposed		QTY
TWIN26W CF PORCH LIGHT	DECO 410 15W LED WALL PACK		116
175HID FLOOD	DECO 206-40W LED FLOOD		5
250W HID POLE FLOOD	DECO 805 60W LED		9
150W HID POST	DECO 821 40W LED POST TOP		2
EXIT CF, (2) 7W LAMP	NEW LED EXIT WITH BBU		4

Monroe Elementary, 300 Monroe Drive Hanford, CA 93232

ITEMIZED SCOPE OF WORK (Exterior Only)			
Existing	Proposed		QTY
26W CFL CANOPY	14W LED CANOPY		42
60W INC/ CFL WP	DECO D410-LED 10W WALL PACK		9
TWIN26W CF PORCH LIGHT	DECO 410 15W LED WALL PACK		9
175HID FLOOD	DECO 206-40W LED FLOOD		1
250W HID FLOOD	DECO 211-60W LED FLOOD		1
250W HID SHOE BOX	D816 LED 60W 16" AREA LIGHT		6

Roosevelt Elementary, 870 Davis Street, Hanford, CA 93232

ITEMIZED SCOPE OF WORK (Exterior Only)			
Existing	Proposed		QTY
2L CF26 CANOPY	14W LED CANOPY		28
60W INC WP/ CF26	DECO D410-LED 10W WALL PACK		8
70W PORCH	DECO 410 15W LED WALL PACK		7
150W HID WALL PACK	DECO 404 40W LED		4
250W HID FLOOD	DECO 211-60W LED FLOOD		1
400W HID FLOOD	D206-120W LED FLOOD		2
250W HID SHOE BOX	D816 LED 60W 16" AREA LIGHT		6
150W HID POST	DECO 821 40W LED POST TOP		2
1L CF26 6" RECESSED CAN	LED/RT6/1500/HO/840		15

Woodrow Wilson Junior High, 601 West Florinda Street, Hanford, CA 93232

ITEMIZED SCOPE OF WORK (Exterior Only)			
Existing	Proposed		QTY
1L F32T8/32W W/ EB	1L F028/850XP/XL/SS (1) QHE1X32UNV/ISL		85
26W CFL CANOPY	14W LED CANOPY		36
60W INC WP	DECO D410-LED 15W WALL PACK		9
175W HID WALL PACK	DECO 402 30W LED WALL PACK		3
100W HID FLOOD	DECO 211-30W LED FLOOD		2
250W HID FLOOD	DECO 211-60W LED FLOOD		2
400W HID FLOOD	D206-120W LED FLOOD		6

Jefferson Charter Academy, 511 Wet Malone Street, Hanford, CA 93232

ITEMIZED SCOPE OF WORK (Exterior Only)			
Existing	Proposed		QTY
2L CF13 CANOPY	DECO 530-LED-10W		15
TWIN26W CF PORCH LIGHT	DECO 410 15W LED WALL PACK		5
250W HID FLOOD	DECO 211-60W LED FLOOD		4

2.1 Lighting System Terms and Definitions

- 2L FO28T8/850/XP/SS/ECO
 - 2 Lamp, Fluorescent Octron, lamp wattage, 8/8" diameter Lamp, 85 CRI (Color Rendering Index), 5000 Kelvin (Color), Extended Performance, Super Saver (4th generation), Ecologic
- QHE2X32T8UNIVISL
 - Quicktronic High Efficiency electronic ballast, number of lamps by lamp wattage, 8/8" diameter Lamp, Universal(120 - 277 watt), Instant Start Low output.
- INC Standard Incandescent style lamp
- LED A Exit sign retrofit using Light Emitting Diode technology
- EB Electronic Ballast
- ESB Energy Saving Ballast
- ESL Energy Saving Lamp (Fluorescent)
- CF Compact Fluorescent Lamp
- NEW Means a "new" fixture is to be installed, and not retrofitted
- MH Metal Halide
- PS Pulse Start
- HPS High Pressure Sodium lamp
- MP Metalarc Pro-Tech lamp
- MS Super Metalarc Lamp
- PC Photocell
- Flood A type of exterior lighting fixture possessing directional capabilities.

2.2 Lighting Scope of Work Exclusions

The impact of the following exclusions has not been estimated in the above Scope of Work:

- Repair of any preexisting electrical distribution problems.
- Repair or replacement of any existing lighting controls.
- New acoustical ceiling tiles for the existing T-bar grid unless broken by the CONTRACTOR.
- Any items not specified in this scope of work

3.0 HVAC CONTROLS SCOPE OF WORK

3.1 Single-Zone HVAC Units Controls Scope of Work

To minimize HVAC equipment operation and save energy, the existing single zone thermostats serving the HVAC equipment will be replaced with new Venstar model T8850, 365-Day programmable, Wi-Fi thermostats.

The CUSTOMER will have the capability to adjust the temperature set points within pre-determined range. HVAC units will be programmed to run for a pre-determined period of time (see below) within the published Annual School Calendar to address Holidays and non-instructional days. The CUSTOMER will have the capability to adjust the temperature set points within pre-determined range. The thermostat will have digital display and set back capability. Control wiring will be provided, as needed. The thermostats shall be configured to operate upon command. Units' activation shall commence upon pushing the button (on the screen). HVAC units will be activated for a pre-determined period of time (from 30 min up to 4 hours maximum). *Morning warm-up will be available for (2) or (2.5) hours in the morning, as described below, for all locations.* The janitorial staff should not operate the thermostats after regular school or office hours as the extra run time will affect the energy savings. To address ventilation requirements the fan is to be programmed in the "ON" mode. For better energy efficiency and to comply with Title-24 regulations CONTRACTOR assumes the following zone temperature settings to achieve 5° F dead band:

- 75° F – Minimum Occupied Cooling
- 70° F – Maximum Occupied Heating
- 95° F – Night/Unoccupied set back. Different set back cooling temperature can be established in critical areas per CUSTOMER'S request.
- 40° F – Unoccupied Heating for Gas Heating units (night set back can be established per CUSTOMER'S request to prevent water pipes freezing in the critical areas)
- 45° F – Unoccupied Heating for Heat Pump units (night set back can be established per CUSTOMER'S request to prevent water pipes freezing in the critical areas)

Specific sites morning warm-up schedules for individual thermostats (per Bell schedules provided by the Customer and interviews with Customer's HVAC maintenance personnel):

<u>Site</u>	<u>Location</u>	<u>Morning Warm-up Schedule or Daily Programming Schedules</u>
<u>Monroe Elementary School</u>	All Areas School Office	7:00 AM – 9:30 AM 7:00 AM – 4:00 PM
<u>Richmond Elementary School</u>	All Areas School Office	7:00 AM – 9:30 AM 7:00 AM – 4:00 PM
<u>Jefferson Charter Academy</u>	All Areas School Office	7:00 AM – 9:30 AM 7:00 AM – 4:00 PM

Note: Above Schedules are for Mon-Fri operation, **off on Sat-Sun and Holidays per Hanford Elementary School District 2014-2015 Instructional Calendar.**

CONTRACTOR includes up to (4) hours of CUSTOMER's training on how to program and operate new thermostats.

Existing thermostats will be removed and discarded or returned to the CUSTOMER, if desired. Existing time clocks and Energy Management System interfaces (if applicable) will be disabled and abandoned in place.

The specific locations and quantities for the new thermostats are provided in the following table:

<u>Site</u>	<u>Location</u>	<u>Quantity</u>
<u>Monroe Elementary School</u>	Classrooms 21, 22, 23, 24, 31, 32, 33, 34, 41, 42, 43, 44, 51, 52, 53, 54, 61, 62, 72-2 and Administration.	20
<u>Richmond Elementary School</u>	Classrooms 21, 22, 23, 24, 31, 32, 33, 34, 41, 42, 43 and 44	12
<u>Jefferson Charter Academy</u>	Classrooms 11, 12, 13, 21, 22, 23, 24, 31, 32, 33, 34, 41, 42, 43, 44, 51, 52, 53 and 54	19

Note: new thermostats will be provided only for the new single-zone systems noted in Section 4.2 below.

3.2 Single-Zone HVAC Units Controls Scope of Work Exclusions

The following exclusions have not been estimated in the above Scope of Work:

- Warranty, repair and/or upgrades to the existing control and electrical systems and system components found in disrepair or not compliant to code. Any and all system defects as a result of pre-existing condition.
- New Controls for mechanical equipment, evaporative coolers and lighting systems that are not specifically addressed above.
- Fire and Life Safety equipment and its components, unless addressed above.
- Overtime labor.
- Any and all other items not specified in this scope.

4.0 GENERAL HVAC SCOPE OF WORK

4.1 Basis of Design and Engineering

The intent of this project is to reduce the CUSTOMER'S utility costs and operational expenses by replacing the existing HVAC equipment with new high energy efficient units.

As requested, CONTRACTOR will be replacing the existing units listed below in Section 4.2 with new higher efficient equipment of equal capacity. These direct replacements are based on the assumption that the original units have been sized properly for the local weather conditions, current occupancy levels and space use. Unless specifically requested, it is not CONTRACTOR's intent to re-design or to modify these systems. Unless specified otherwise, it is CONTRACTOR's intent to maximally re-use the existing air distribution systems, rooftop units' platforms, electrical, gas & condensate drain connections and other existing HVAC system components. It is assumed that that these system components to be re-used are in good operational order and no repairs are needed.

The new equipment, as identified below, is selected based on the energy efficiency and economic viability. These retrofits are like-for-like equipment replacements that are not structural in nature. As it has been reviewed by the licensed Structural Engineer (as required by Division of State Architect), no existing building structural elements will be affected by the replacement HVAC systems. According to State of California Division of State Architect Office of Regulation Service Policy #97-08, IR A-10 (Exemption from DSA Approval document, issued on 02/12/16), IR A-22 and applicable Sections 17280-17316 of the California Education Codes, this project falls into the categories of non-structural Work. This Work does not infringe on the Life Safety Systems, if any. The Work described herein is limited to HVAC systems replacement only. Therefore, approval from Department of State Architect is exempted for the in-kind HVAC replacements based on the considered herein reasons.

In the absence of the reliable as-built drawings, CONTRACTOR has made certain design engineering and estimating assumptions for all work prior to completion of the final engineering and construction. Though unanticipated, there may be some changes to the scope of work based on the unknown pre-existing conditions. Should they arise; a fair and equitable solution will be negotiated in good faith between the CUSTOMER and CONTRACTOR for any additional costs required.

CONTRACTOR will use the current Uniform Building Code (UBC), California Uniform Plumbing Code (UPC), California Uniform Mechanical Code (UMC), the National Electrical Code (NEC), Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards.

4.2 Mechanical Scope of Work, Single Zone Equipment

The following lists in detail the mechanical Scope of Work to be performed for all unit replacements:

- Provide necessary rigging and trucking of new equipment to the project site.
- Provide and install new package and split unit systems as detailed below.
- Provide all sheetmetal as needed to connect new unit to existing opening.
- Furnish and install weather tight sealant on all seams, joints and connections to ensure full weather seal.
- Reconnect the gas and condensate lines to the new equipment, as needed.
- Reconnect electrical service to all new equipment with new disconnects, as needed.
- CONTRACTOR's technicians will perform a complete start-up and test of new equipment to ensure proper system operation.
- Clean all areas daily as new work is completed.
- One year warranty on CONTRACTOR's provided equipment and workmanship. Warranty starts from the day of equipment start-up.

The quantities, sizes and location of all new HVAC units are listed below:

Monroe Elementary School Site						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	Cooling Efficiency SEER/EER	Heating Efficiency AFUE %
Classrooms 21, 22, 23, 24, 31, 32, 33, 34, 41, 42, 43, 44 and Administration	13	4.0	Pkg/GE	Lennox	13.0 SEER	80%
Classroom 72-2	1	2.0	Pkg/GE	Lennox	13.0 SEER	80%
Classrooms 51, 52, 53, 54, 61 and 62	6	4.0	Split/GE	Lennox	13.0 SEER	95%

Richmond Elementary School Site						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	Cooling Efficiency SEER/EER	Heating Efficiency AFUE %
Classrooms 21, 22, 23, 24, 31, 32, 33, 34, 41, 42, 43 and 44	12	4.0	Pkg/G/E	Lennox	13.0 SEER	80%

Jefferson Charter Academy Site

Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	Cooling Efficiency SEER/EER	Heating Efficiency AFUE %
Classrooms 11, 12, 13, 21, 22, 23, 24, 31, 32, 33, 34, 41, 42, 43, 44, 51, 52, 53 and 54	19	4.0	Pkg/G/E	Lennox	13.0 SEER	80%

Notes:

* - G/E – denotes Gas Heating/Electric Cooling system unit.

-H/P – denotes Heat Pump system unit.

** - Equipment brand noted can be substituted with equal equipment based on the availability at the time of the scheduled installation (per Section 6.0 below), constructability and other considerations as determined by the Project Manager.

4.3 HVAC Single Zone Replacement, Scope of Work Exclusions

The above Scope of Work excludes the following:

- Plumbing, Fire Sprinklers, Fire and Life Safety equipment and its components.
- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and defects which require repairs/replacements as a result of pre-existing condition.
- Upgrade of the existing over all site electrical service capacity, if required for the new units.
- All work is to be completed during normal working hours. Any request by CUSTOMER to change working times may result in a change order for added overtime rates.
- DSA fees, reviews and approvals.
- Any items not specified in this Scope.

4.4 Mechanical Scope of Work, Chiller Replacement.

4.5 Basis of Design and Engineering

As requested, CONTRACTOR will be replacing the existing air cooled chiller as listed below in Section 4.6 with new high efficient equipment at *Washington Elementary School*. Unless specified otherwise, it is CONTRACTOR's intent to re-use the existing air-handling equipment, CHW pumps and piping, electrical, gas & condensate drain connections and other existing HVAC system components. The chiller currently serves Wings 200, 300, 400 & 500. All of those are to remain as-is. It is assumed that that these system components to be re-used are in good operational order and no repairs are needed.

The new equipment, as identified below, is selected based on the energy efficiency and economic viability. New chiller is to be located inside the existing plant on the pre-existing concrete pad. As it has been reviewed by the licensed Structural Engineer (as required by Division of State Architect), no existing building structural elements will be affected by the replacement HVAC systems. This is not not structural in nature chiller replacement. According to State of California Division of State Architect Office of Regulation Service Policy #97-08, IR A-10 (Exemption from DSA Approval document, issued on 2/12/16) and applicable Sections 17280-17316 of the California Education Codes, this project falls into the categories of non-structural Work. This Work does not infringe on the Life Safety Systems, if any. The Work described herein is limited to HVAC systems replacement only. Therefore, approval from Department of State Architect is exempted for the in-kind HVAC replacements based on the considered herein reasons.

In the absence of the reliable as-built drawings, CONTRACTOR has made certain design engineering and estimating assumptions for all work prior to completion of the final engineering and construction. Though unanticipated, there may be some changes to the scope of work based on the unknown pre-existing conditions. Should they arise; a fair and equitable solution will be negotiated in good faith between the CUSTOMER and CONTRACTOR for any additional costs required.

In general, the original mechanical plans by Donald R. Lawrence & Associates dated and DSA approved on 1/17/89 are used as a basis of design for the new mechanical systems. The selections of the new HVAC equipment are also based on the following main design parameters for the cooling/heating load calculations:

- Outdoor design temperatures are (Title 24 required climate data for Madera, CA):
100° F DB / 70° F WB – Summer
- Bldg. Structure U-values: walls – estimated for various existing structures.
- Lighting load was estimated at 1.0 W/Sq. ft.
- Computer loads are estimated at 1.0 W/sq.ft.
- As requested, the chiller selection is based on 37° F supply water temperature.
- Zone temperature settings are:
 - 75° F – Occupied Cooling
 - 90° F – Unoccupied Cooling
 - 70° F – Occupied Heating
 - 50° F – Unoccupied Heating

CONTRACTOR will use the current Uniform Building Code (UBC), California Uniform Plumbing Code (UPC), California Uniform Mechanical Code (UMC), the National Electrical Code (NEC), Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards.

4.6 Mechanical Scope of Work, Chiller Water Plant.

The following lists in detail the mechanical Scope of Work to be performed for unit replacement:

- Remove old equipment (chiller, heat exchanger, thermal storage tanks, etc.) from the chiller yard as required to accommodate new equipment. Old equipment is to be disposed of per EPA guidelines.
- Provide necessary rigging and trucking of new equipment to the project site.
- Provide and install new chiller as detailed below as well as new properly sized primary CHW pump.
- Furnish and install weather tight sealant on all seams, joints and connections to ensure full weather seal.
- Reconnect the chiller water lines to the new equipment.
- Reconnect drain and make up water lines to all new equipment, provide new connectors as needed.
- Reconnect electrical service to all new equipment with new disconnects, as needed.
- New JCI controls, new chiller controls integration, VFD's for the secondary (system) pumps, required temperature and pressure sensors, etc. are by others (Bedard Controls, Inc.) The CUSTOMER is to contract directly with the controls vendor.
- CONTRACTOR's technicians will perform a complete start-up and test of new equipment to ensure proper system operation.
- Clean all areas daily as new work is completed.
- One year warranty on CONTRACTOR's provided equipment and workmanship. Warranty starts from the day of equipment start-up.

The quantities, sizes and location of all new HVAC units are listed below:

Washington Elementary School Site						
Proposed Equipment						
Area	Qty	Nominal Tons/BTU's	Type	Brand	Cooling Efficiency (NPLV)	Heating Efficiency AFUE %
Chiller Plant serving Wings 200, 300, 400 & 500	1	89	Air Cooled Chiller	York	14.19 EER	N/A

Note: chiller capacity is approx. 65 tons at the required low CHW temperature.

4.7 HVAC Scope of Work Exclusions

The above Scope of Work excludes the following:

- Plumbing, Fire Sprinklers, Fire and Life Safety equipment and its components.
- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and defects which require repairs/replacements as a result of pre-existing condition.
- Chiller plant controls, boilers, heating systems.
- Upgrade of the existing over all site electrical service capacity, if required for the new units.

- All work is to be completed during normal working hours. Any request by CUSTOMER to change working times may result in a change order for added overtime rates.
- DSA fees, reviews and approvals.
- Any items not specified in this Scope.

5.0 ENERGY PROGRAM ASSISTANCE SERVICES

Assist the District with completing Proposition 39 program requirements and Energy Management including but not limited to the site surveys, as needed, documentation and reports.

5.1 Energy Program Assistance Scope of Work Exclusions

The above Scope of Work excludes the following:

- On-going years 2-5 Energy Manager Services, Training and reporting to CEC (to be covered by the separate agreement funded by eligible Proposition 39 funds).

6.0 PROPOSED PROJECT INSTALLATION TIME LINE & COORDINATION

This project will require extensive scheduling and coordination to insure the efficient implementation of the Work shown herein. CONTRACTOR will provide retrofit services in Phases. Each construction Phase will include a complete HVAC and/or Lighting system retrofit at a given building or school site.

The CUSTOMER shall provide safe access to the buildings and provide the necessary security for students and staff safety during the rigging and equipment handling process. During the retrofit services, areas of the building designated by CONTRACTOR may need to be vacated to ensure the safety of the occupants. It will be the CUSTOMER'S responsibility to temporarily relocate the students to other classrooms and/or, if needed, provide temporary facilities for the duration of the given phase of each project.

In order to minimize the disruption of CUSTOMER'S operation, coordination and scheduling items shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants (students), etc. CONTRACTOR will work with the CUSTOMER to develop a detailed project schedule. Once the project schedule is confirmed, CONTRACTOR will provide the CUSTOMER with a Schedule of Values and a progress payment schedule, which corresponds to the project schedule. The installation of mechanical systems will start upon executing this Agreement and ordering and obtaining all necessary equipment, parts and materials needed for installation. It is anticipated the construction phase of this project would be performed in the Winter/Spring of 2016-2017.

CUSTOMER and its representatives shall coordinate all the project activities with CONTRACTOR'S Project Manager only.

7. WORK ORDER MILESTONES

Estimated Work Order Milestone Schedule	
Milestone	Milestone Date
Contract Approval Date	10-26-2016
Substantial Completion	Contract Approval Date + 27 weeks
Final Completion	Contract Approval Date + 31 weeks

Contractor shall be given a day-for-day slip in the Work Order Milestone Schedule for a delay in the Contract Approval Date beyond the date shown above.

8. FIXED PRICE AMOUNT

The fixed price for this Work Order (“Work Order Price”) is **\$671,116**

9. PROGRESS PAYMENT SCHEDULE

The District shall pay to Contractor the progress payments set forth below when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.

Progress Payments Schedule	
Payment Milestone	% of Total Task Order Price
Progress Payments	80%
Substantial Completion	10%
Final Completion	10%

10. PERFORMANCE AND PAYMENT BONDS

Upon the written request of the District prior to commencement of work, Contractor shall provide evidence of the following bonds to District:

c. Performance Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to District, in an amount equal to one-hundred percent (100%) of this Work Order Price payable under the Agreement securing the faithful performance of this Work Order; and

d. Payment Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to District, in an amount equal to one-hundred percent (100%) of this Work Order Price payable under the Agreement securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of this Work Order.

The Performance and Payment Bonds shall guarantee timely completion of the Work in accordance with this Work Order and shall cover the installation period. The warranty period shall extend one (1) year following Final Completion.

The surety, having provided the Performance and Payment Bonds under this Work Order, shall assume no liability to Contractor, District or any third parties, should Contractor fail, for any reason, to deliver acceptable warranties beyond the one (1) year warranty period following Final Completion.

EXHIBIT E INSURANCE

Contractor Insurance Requirements

1. Required Coverages. Contractor shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverage:
 - i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis;
 - ii. Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations;
 - iii. Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - iv. Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.
2. Policy Endorsements. Insurance coverage required to be maintained by Contractor under this Agreement shall:
 - i. provide a severability of interests or cross liability clause for Commercial General Liability Insurance;
 - ii. except in the case of worker's compensation insurance and other statutory insurances where it would be inappropriate, name District and others as may be reasonably required by District, as additional insured's; and to the extent permissible in accordance with the policy, include a waiver of subrogation by the insurers in favor of District and each of its respective assignees, Affiliates, agents, officers, directors, employees, insurers or policy issuers and a waiver of any right of the insurers to any set-off or counterclaim, whether by endorsement or otherwise, in respect of any type of liability of any of the Persons insured under any such policies.
3. Certificates. Contractor shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to District upon District's reasonable request.

District Insurance Requirements

1. Required Coverage. District shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverage:
 - i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis;
 - ii. Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations;
 - iii. Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - iv. Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.
2. Policy Endorsements. Insurance coverage required to be maintained by District under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance;
3. Certificates. District shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to Contractor upon Contractor's reasonable request.

EXHIBIT F

CERTIFICATE OF SUBSTANTIAL/FINAL COMPLETION AND ACCEPTANCE

The undersigned, _____ (“the District”), having its office at _____, having entered into the Facility Solutions Agreement (“Agreement”) dated _____, 2016, with _____ (“_____”), does hereby certify as follows:

1. I am authorized to issue this [Substantial][Final] Completion Certificate on behalf of the District.
2. As of the date hereof, all the requirements for achievement of [Substantial][Final] Completion pursuant to the Agreement have been met.

ACCEPTANCE

Contractor:

By:_____

Name:_____

Title:_____

District:

_____ SCHOOL DISTRICT

By:_____

Name:_____

Title:_____

**PROPOSAL/AGREEMENT TO PROVIDE
Prop 39 District Energy Reporting Services**

For

Hanford Elementary School District
714 North White St, Hanford, CA 93230

Joy C. Gabler
Superintendent

Prepared by:

Indoor Environmental Services
1512 Silica Avenue
Sacramento, CA 95815
(916) 988-8808

PURPOSE OF AGREEMENT

Indoor Environmental Services (“IES”) is pleased to offer our assistance to Hanford Elementary School District (“District”). IES will assist the District with an IES Energy Manager to work with District personnel to aide in the energy reporting requirements for the District.

CONTRACT DELIVERY METHOD FOR PROJECT IMPLEMENTATION

IES will utilize Prop 39 funding, if applicable, per the mandated requirements.

PROP 39 ENERGY REPORTING SERVICES

Complete documentation and reporting to the California Energy Commission (CEC) to meet Proposition 39 project annual progress and final reporting requirements below. IES will use available methods developed by the CEC including program calculators and reporting forms for project energy savings.

ANNUAL PROGRESS REPORT

Submitted annually for all current or open projects:

- Amount spent to-date on energy manager and training services
- Amount spent to-date on all and each energy efficiency measure (EEM) on a per-site bases
- Estimated start and end date and written summary narrative of project status.
- DIR Project ID for all contractors on project (if applicable)

FINAL REPORT

Submitted 12-15 months after project completion:

Information per LEA or District:

- Amount spent to-date on energy manager and training services
- Supporting documents of project completion
 - Updated savings calculation or post-project energy saving report
 - Pictures of installed measures

Information per site:

- Project start and end date and written summary narrative of project status.
- Benchmarking:
 - All utility data usage and charges including on-site generation information
 - Updated Square footage of all sites
- Energy Efficiency Measure information:
 - Energy and cost saving information
 - Amount spent on each energy EEMs on a per-site bases
- LEA spent on apprenticeship positions
- DIR Project ID for all contractors on project (if applicable)

Per Code Guidelines and Regulations, IES will complete the Services as listed. IES will not perform additional services without prior District authorization.

SCOPE ASSUMPTIONS AND CLARIFICATIONS

- This Scope of Work is based on the assumption that unfettered access to any work areas and school sites will be provided to IES.
- Full access to online CEC and utility accounts including approval to obtain utility billing information.
- Coordination with appropriate staff for updates and information gathering as necessary.
- Additional tasks as requested by the District above and beyond this scope will be billable.
- IES will not perform additional services without prior authorization.

SCOPE EXCLUSION

The following exclusions have not been estimated in the above Scope of Work:

- Warranty, repair and/or upgrades to the existing control and mechanical or electrical systems and system components installed at District sites.
- Any and all system defects as a result of pre-existing condition.
- Overtime labor.
- Any and all other items not specified in this scope.

Services TERM Summary:

Services will be implemented for a term of 18 months:

Total Proposition 39 Energy Manager	
Energy Planning Activities	Funding
Energy Manager	\$ 27,283

Invoice will be submitted to the District upon signed agreement.

This agreement is between the District and Indoor Environmental Services.

Joy C. Gabler
Superintendent

Stan Butts
Vice President, IES

Date

Date

TERMS OF SERVICE - INDOOR ENVIRONMENTAL SERVICES GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("Terms") are incorporated into and are made a part of a work authorization, proposal, or contract (the "Contract") between Famand, Inc., a California corporation, dba Indoor Environmental Services ("IES") and the customer identified in the Contract (the "Customer"). Each of IES and the Customer, and each of their successors-in-interest, are sometimes individually referred to as a "Party" and collectively as the "Parties." IES has agreed to provide the labor (the "Services") and Materials (defined below) (collectively, the "Work") at the location (the "Job Site") for the price (the "Price") specified in the Contract. The Contract, all of its relevant addenda, and these Terms are collectively referred to as the "Agreement".

1. **Performance of Services.** IES will perform the Services in a good and workmanlike manner. IES warrants that the Services will be free from defects in workmanship for a period of one year from the date the Services are first performed. Defects that occur within the one-year warranty period, under normal use and care, will be repaired or replaced at the sole discretion of IES with no charge for the labor.
2. **Disclaimer of All Warranties.** IES does not provide any warranty with respect to any materials, equipment, assemblies, or units (collectively, the "Materials") that IES will provide as part of the Work. All Materials are subject only to manufacturer's or processor's warranties, if any. Except as provided in Section 1 above, IES specifically disclaims all warranties with respect to the Services and Materials, and the Customer is acquiring all Services and Materials from IES as is, without any express or implied warranties, including without limitation, any warranty as to merchantability, fitness for a particular use, title, and infringement.
3. **Limitation on Liability.** In no event shall IES be liable to Customer or any of its shareholders, directors, officers, employees, agents, or to any other third party, whatsoever the nature of the claim, for any amount in excess of the total amount actually paid by Customer to IES under the Contract for the Services, unless it is finally determined that IES was grossly negligent or acted willfully or fraudulently. In no event shall IES be liable for any special, consequential, indirect, exemplary, punitive, lost profits, or similar damages, even if IES has been apprised of the possibility thereof. IES will not be liable for any failure or delay in the performance of its obligations hereunder by reason of any cause which is beyond its reasonable control.
4. **Insurance.** Customer shall continuously provide, at its sole expense, adequate property damage and public liability insurance to cover the scope of all contemplated activities and the value of all Services and Materials involved in the Contract, as well as all reasonable potential claims that may occur during the course of the Work. IES will maintain comparable insurance.
5. **Change Orders.** The scope of the work to be performed under the Contract is limited to the Work specifically described in the Contract. Should additional or different work be required or requested, IES may ask Customer to authorize such additional or different work by signing a change order form. These Terms shall be incorporated into and made a part of any signed change order form authorizing additional or different Work. IES shall have the right to cease performance of additional or different Work if a signed change order authorizing such additional or different work is not obtained from Customer. Notwithstanding the foregoing, the failure of IES to request or require such a change order shall not limit IES's right to receive payment for additional or different Work performed at Customer's request.
6. **Payment Terms; Penalties for Late Payment.** Invoices are due and payable to IES within 30 days of receipt or as otherwise provided in the Contract. If Customer fails to make any payment when due, Customer shall (i) include a 10% late payment fee with its payment (calculated on the amount of the late payment); and (ii) pay interest of one and one-half percent (1.5%) per month on the unpaid balance. Disputes regarding the Work shall not, under any circumstances, be grounds for withholding payment under the terms of the Contract.
7. **Work Stoppage.** IES shall have the right to cease performing the Services if any payment is not made to IES when due. If IES's performance is stopped for a period of thirty (30) days or more for any reason other than IES's breach of the Agreement, IES may, at its option, upon five (5) days written notice to Customer, demand and receive payment for: (i) all Services performed and for Materials ordered or supplied prior to the Work stoppage; and (ii) any other loss sustained due to the Work stoppage, including IES's normal overhead plus its profit margin. Thereafter, IES shall be relieved from any further liability for performance of the Work. If performance of the Services stops for any reason, Customer shall provide for the protection of all Materials on the Job Site and shall be responsible for any damage to or loss of those Materials.
8. **Remedies in Event of Default by Customer.** If Customer defaults in any of its obligations under the Contract, IES shall have the right to recover, as damages, at IES's option, either the reasonable value of Work performed by IES or the balance of the Price plus any other damages sustained as a result of Customer's default. Title to and ownership of all Materials installed by IES is expressly agreed to be and remain in IES until Customer pays IES in full. In the event of default by Customer, in addition to any other legal remedies or processes available, beginning five (5) days after the event giving rise to the default, IES shall have the right to terminate the Contract and enter the Job Site to take possession of and remove its Materials. Such entry may be made by IES without recourse to any legal proceedings for that purpose, without notice to Customer, and without any liability for IES arising therefrom.

9. *Environmental Conditions.* The Services do not include the detection, identification, abatement, encapsulation, or removal of any Hazardous Substance. "Hazardous Substance" is defined herein as any substance, whether solid, liquid, or gas, which is a physical or health hazard when it is inhaled, ingested, or otherwise comes in contact with any person present in the area where it is located and includes, without limitation, asbestos in either friable or nonfriable condition, and excludes any substance IES brings onto the Job Site for purposes of performing the Work. Customer represents and warrants to IES that there is no Hazardous Substance in or under any area of the Job Site wherein the Work is to be performed which has not been fully disclosed to IES in advance of the performance of the Work. In the event IES encounters on the Job Site any Hazardous Substance in the course of performing the Work, IES may immediately discontinue performance of the Work and remove its employees and subcontractors from the Job Site, and IES shall not resume the Work in the affected area until the Hazardous Substance is removed from the Job Site or rendered harmless to IES's sole satisfaction. IES will not be liable for any delay in the completion of the Work due to the presence of any Hazardous Substance at the Job Site. If, in the sole determination of IES, any Hazardous Substance or threat of harm therefrom cannot be removed from the Job Site in a reasonable amount of time, IES may terminate the Contract and IES shall be entitled to those damages set forth in Section 7 hereof. IES shall not be required to perform any work relating to Hazardous Substances unless IES consents to do such work and IES is authorized to do such work by any applicable governmental authority having jurisdiction over such work. Notwithstanding any other provision of the Contract, Customer agrees to defend (with counsel satisfactory to IES), indemnify, and hold harmless IES and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) arising out of any claims of Customer, residents, tenants, guests, invitees, or other third parties, which claims are based on or arise out of the presence of any Hazardous Substance at the Job Site.

10. *Indemnification and Waiver.* Customer agrees, to the fullest extent permitted by law, to defend (with counsel satisfactory to IES), indemnify, and hold harmless IES and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) (the "Damages"), arising out of any claims of residents, tenants, guests, employees, invitees, or other third parties caused by Customer or its agents.

11. *Arbitration of Disputes.* In the event of any dispute between the Parties hereto, whether involving a claim in tort, contract, or otherwise, the same shall be submitted to arbitration. Arbitration shall be compulsory and binding and, except as provided herein, shall be conducted and governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. Within a reasonable period of time after receipt of notice of demand for arbitration, the Parties to the dispute shall each appoint a third party arbitrator and give notice of such appointment to the other. Within a reasonable period of time after the appointment of the third party arbitrators, the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the Parties. The arbitrators shall hold a hearing within a reasonable period of time from the date of notice of selection of the neutral arbitrator. The decision of the arbitration panel will be final and conclusive upon both Parties. Venue for the arbitration of disputes shall lie in Sacramento County, California. Either Party is entitled to utilize attachment and mechanic's lien proceedings concurrently with arbitration proceedings and neither Party will be held to have waived the right to arbitrate by virtue of levy of attachment or recording and perfecting a mechanic's lien. The prevailing Party shall be entitled to recover its fees and costs (including reasonable attorneys' fees).

12. *Miscellaneous.* The Agreement constitutes the complete and entire agreement between the Parties with regard to the Work. The Agreement, and any dispute arising from the relationship between the Parties, shall be governed by California law, exclusive of its choice of law provisions. No action or claim of any kind, whether arising in tort, contract, statute or otherwise, arising from or in any way related to this Agreement, or the performance thereof, shall be commenced by any Party against the other more than two (2) years after the earlier of (i) the completion of Work under the Contract; or (ii) the termination of the Contract by either Party. All notices, demands, or other communications given hereunder shall be in writing and shall be sufficiently given if personally delivered or delivered by overnight delivery service or sent by registered or certified mail, first class, postage prepaid, addressed to the respective Parties at the addresses provided in the Contract, or such other address with respect to any Party hereto as such Party may from time to time notify (as provided above) to the other Party hereto. Any such notice, demand, or communication shall be deemed to have been given: (a) if mailed as provided above, as of the close of the third (3rd) business day following the date so mailed; and (b) if personally delivered or sent by overnight delivery, on the date delivered. The terms and conditions of the Agreement that by their nature, sense, or context survive or are intended to survive expiration or termination of the Agreement, including, not by way of limitation, arbitration, indemnification, and limitation of warranty and liability provisions, shall survive the expiration or termination of the Agreement. No provision of the Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any of the provisions of the Agreement. The Agreement shall be interpreted without regard to any presumption against the Party that was responsible for its drafting and in an even-handed manner rather than against the drafting Party. In the case any provision of the Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions will not in any way be affected or impaired thereby.



Hanford Elementary School District Financial Analysis
Washington, Monroe, and Richmond HVAC + LED Ext. & Super T8 Int. Lighting



1. Comprehensive Exterior Lighting Retrofit to energy efficient LED District wide & Interior Super T-8 retrofits at Hamilton and Simas
2. Replacement of 20 HVAC Systems at Monroe Elementary School with new, efficient HVAC systems.
3. Replacement of 12 HVAC System at Richmond Elementary School with new, efficient HVAC systems.
4. Wireless Capable Override Thermostats for all new HVAC Systems.
5. Elimination of use of Ice Storage System, Replacement of 45 Ton Chiller with new, 90 Ton York Chiller + Pump, Piping & Controls at Washington.
6. All Required California Energy Commission Reporting Services Performed by IES.
7. \$262,439 Maximum District Contribution - Could be Less - SIR Currently = 1.24

Year	Facility Energy Master Plan (7)	FSA Initial Investment (2)	Maintenance Savings (4)	Energy Manager (5)	Prop 39 Funding (3) (6)	Project Utility Savings (1)	Annual Savings	Cumulative Savings
Yr 1: 14-15	\$ -	\$ -	\$ -	\$ -	\$ 417,720	\$ -	\$ 417,720	\$ 417,720
Yr 2: 15-16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 417,720
Yr 3: 16-17	\$ -	\$ 1,460,298	\$ -	\$ 27,283	\$ 580,061	\$ -	\$ (907,520)	\$ (489,800)
Yr 4: 17-18	\$ -	\$ -	\$ -	\$ -	\$ 227,361	\$ 67,800	\$ 295,161	\$ (194,640)
Yr 5: 18-19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,511	\$ 70,511	\$ (124,128)
Yr 6: 19-20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73,332	\$ 73,332	\$ (50,796)
Yr 7: 20-21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,265	\$ 76,265	\$ 25,469
Yr 8: 21-22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,316	\$ 79,316	\$ 104,785
Yr 9: 22-23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,488	\$ 82,488	\$ 187,273
Yr 10: 23-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,788	\$ 85,788	\$ 273,061
Yr 11: 24-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 89,220	\$ 89,220	\$ 362,281
Yr 12: 25-26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92,788	\$ 92,788	\$ 455,069
Yr 13: 26-27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,500	\$ 96,500	\$ 551,569
Yr 14: 27-28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,360	\$ 100,360	\$ 651,929
Yr 15: 28-29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 104,374	\$ 104,374	\$ 756,303
Yr 16: 29-30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108,549	\$ 108,549	\$ 864,852
Yr 17: 30-31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,891	\$ 112,891	\$ 977,743
Yr 18: 31-32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117,407	\$ 117,407	\$ 1,095,150
Yr 19: 32-33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,103	\$ 122,103	\$ 1,217,253
Yr 20: 33-34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,987	\$ 126,987	\$ 1,344,240
Yr 21: 34-35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 132,067	\$ 132,067	\$ 1,476,307
Yr 22: 35-36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 137,349	\$ 137,349	\$ 1,613,656
Yr 23: 36-37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 142,843	\$ 142,843	\$ 1,756,500
Yr 24: 37-38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,557	\$ 148,557	\$ 1,905,057
Yr 25: 38-39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 154,499	\$ 154,499	\$ 2,059,556
Yr 26: 39-40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,679	\$ 160,679	\$ 2,220,235
Totals	\$ -	\$ 1,460,298	\$ -	\$ 27,283	\$ 1,225,142	\$ 2,482,675	\$ 2,220,235	\$ 2,220,235

NOTES

- (1) Escalation included at 4% annually. No utility savings shown 1st year due to construction.
- (2) Project expense shown as Capital Expenditure.
- (3) The District was already paid \$130,000 for Planning and \$287,720 related to the implementation of projects.
- (4) No credit taken for maintenance savings related to the new HVAC and lighting systems.
- (5) Funding reserved for CEC reporting requirements.
- (6) Proposition 39 amounts for years 4 & 5 conservatively estimated at Year 3 levels. Year 4 is likely much more due to the State P39 budget increase.
- (7) Planning rolled into construction contract.



Jefferson Charter Academy Financial Analysis HVAC + LED Exterior Lighting

1. Comprehensive Exterior Lighting Retrofit to energy efficient LED.
2. Replacement of 19 HVAC Systems (all equipment older than 2003) with new, efficient HVAC systems.
3. Wireless Capable Override Thermostats for all new HVAC Systems.
4. All Required California Energy Commission Reporting Services Included in District Submission
5. \$74,693 District Contribution - SIR Currently = 1.03.

Year	Facility Energy Master Plan (7)	FSA Initial Investment (2)	Maintenance Savings (4)	Energy Manager (5)	Prop 39 Funding (3) (6)	Project Utility Savings (1)	Annual Savings	Cumulative Savings
Yr 1: 14-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Yr 2: 15-16	\$ -	\$ -	\$ -	\$ -	\$ 51,954	\$ -	\$ 51,954	\$ 51,954
Yr 3: 16-17	\$ -	\$ 230,555	\$ -	\$ -	\$ 103,908	\$ -	\$ (126,647)	\$ (74,693)
Yr 4: 17-18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,309	\$ 7,309	\$ (67,384)
Yr 5: 18-19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,601	\$ 7,601	\$ (59,783)
Yr 6: 19-20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,905	\$ 7,905	\$ (51,877)
Yr 7: 20-21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,222	\$ 8,222	\$ (43,656)
Yr 8: 21-22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,550	\$ 8,550	\$ (35,105)
Yr 9: 22-23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,893	\$ 8,893	\$ (26,213)
Yr 10: 23-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,248	\$ 9,248	\$ (16,964)
Yr 11: 24-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,618	\$ 9,618	\$ (7,346)
Yr 12: 25-26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,003	\$ 10,003	\$ 2,657
Yr 13: 26-27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,403	\$ 10,403	\$ 13,060
Yr 14: 27-28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,819	\$ 10,819	\$ 23,879
Yr 15: 28-29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,252	\$ 11,252	\$ 35,131
Yr 16: 29-30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,702	\$ 11,702	\$ 46,833
Yr 17: 30-31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,170	\$ 12,170	\$ 59,003
Yr 18: 31-32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,657	\$ 12,657	\$ 71,659
Yr 19: 32-33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,163	\$ 13,163	\$ 84,822
Yr 20: 33-34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,690	\$ 13,690	\$ 98,512
Yr 21: 34-35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,237	\$ 14,237	\$ 112,749
Yr 22: 35-36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,807	\$ 14,807	\$ 127,556
Yr 23: 36-37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,399	\$ 15,399	\$ 142,955
Yr 24: 37-38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,015	\$ 16,015	\$ 158,970
Yr 25: 38-39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,656	\$ 16,656	\$ 175,625
Yr 26: 39-40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,322	\$ 17,322	\$ 192,947
Totals	\$ -	\$ 230,555	\$ -	\$ -	\$ 155,862	\$ 267,640	\$ 192,947	\$ 192,947

NOTES

- (1) Escalation included at 4% annually. No utility savings shown 1st year due to construction.
- (2) Project expense shown as Capital Expenditure.
- (3) The District can secure both '16-'17 and '17-'18 up front in '16-'17.
- (4) No credit taken for maintenance savings related to the new HVAC and lighting systems.
- (5) Energy manager and CEC reporting requirements included in District submission.
- (6) Proposition 39 amounts for years 4 & 5 conservatively estimated at Year 3 levels. As this is a \$50k minimum entity the numbers will not change much.
- (7) No planning secured for this entity. Planning included in District submission.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 10/17/2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 10/26/2016

ITEM:

Consider adoption of Resolution #14-17, approval to join School Project For Utility Rate Reduction (SPURR) Joint Powers Authority (JPA).

PURPOSE:

SPURR is a JPA that consists of school districts, county offices of educations and community college districts that have joined to gain purchasing power. SPURR will allow the District to contract with access competitively bid pricing for energy, telecommunications and networking equipment/services with no obligations.

The JPA bylaws, JPA agreement and JPA overview have been included for review.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Adopt the Resolution #14-17 thereby allowing the District to joint SPURR.

RESOLUTION No. 14-17
 RESOLUTION OF THE GOVERNING BOARD OF THE
 HANFORD ELEMENTARY SCHOOL DISTRICT
 JOINT POWERS AUTHORITY MEMBERSHIP --
 SCHOOL PROJECT FOR UTILITY RATE REDUCTION

WHEREAS, the Hanford Elementary School District has been considering methods to better address the costs of its utilities services, including natural gas, electricity, telecommunications, network infrastructure, water and sewage, and waste hauling, and;

WHEREAS, other California public agencies, such as school districts, community college districts, and county offices of education who have also considered these issues have determined that there is a need to form a coalition of public districts to be active in utility regulatory proceedings and to acquire utility supplies and services for use at their respective facilities, and have formed the School Project for Utility Rate Reduction (SPURR), a California joint powers authority;

WHEREAS, the Alameda County Superintendent of Schools has agreed to act as the treasurer and responsible Fiscal Agent for SPURR, and;

WHEREAS, Title 1, Division 7, Chapter 5, Article 1, (Section 6500 et seq.) of the Government Code authorizes joint exercise by two or more public agencies of any power common to them, and;

WHEREAS, California law enables school districts, county superintendent of schools, community college districts, and joint power agencies to be active in utility regulatory proceedings, to acquire utility supplies and services for use at their respective facilities, and to establish a coalition to accomplish those ends.

NOW, THEREFORE, BE IT RESOLVED that the governing board of the Hanford Elementary School District hereby declares its membership in SPURR, and instructs its duly authorized agent to execute and deliver on its behalf any necessary or appropriate documents to carry out the intent of this resolution, including the SPURR Joint Powers Agreement and any agreements necessary or appropriate to participate SPURR programs.

ADOPTED by the following called vote on this 26th day of October, 2016.

AYES:

NOES:

ABSENT:

ABSTAINED:

President, Board of Trustees
 Hanford Elementary School District
 Kings County, California

Innovative programs that let you rest easy.

For over 20 years, we've been the leader in cost-effective procurement to California public schools, community colleges, county offices of education, public universities, cities, counties and municipal agencies.

As a JPA of public agencies, our only focus is you!



What sets us apart from the competition?

Simply put, we specialize in public agencies. As a Joint Powers Authority (JPA), we aggregate the purchasing power of all our member and non-member participants. You will enjoy simplified and independent expert advice, lower prices and minimized overall risk. The real benefit... you'll never have to worry about our focus on you.

LED Interior and Exterior Equipment Program

SPURR's Light Emitting Diode (LED) Lighting Equipment Program is a competitive, transparent and totally streamlined LED equipment procurement program. SPURR conducted a competitive Request for Proposal (RFP) process and secured the best available partners for pricing and terms for interior and exterior LED equipment and controls. Member and eligible non-member participants statewide can use pre-negotiated SPURR Master Contracts (SMCs) and choose from over 500 LED solutions to meet their own individual and unique LED lighting needs.

Natural Gas Supply

In such a volatile and uncertain market, we can lower your risk by providing the best available combination of low, stable and predictable rates. With hundreds of participating agencies and thousands of facilities, we have tremendous buying power and continuous competition by wholesale suppliers.

Telecom and Networking Procurement Program

Securing vendor service contracts is a time-consuming and complex process. To save you money and make your job easier, we've taken care of it all. Through a competitive RFP process, SPURR has negotiated statewide master contracts with reliable providers

of E-Rate eligible services in telecommunications, Internet access, and internal connections equipment and services. Whether seeking E-Rate discounts or not, any SPURR participant benefits from the procurement work we've done — and the excellent prices we negotiate. And the cost? Nothing.

Renewable Energy Aggregated Procurement (REAP) Solar Program

SPURR introduces its REAP Program, an innovative aggregated solar procurement program that leverages the collective purchasing power of SPURR's large membership to secure the best available solar project pricing and terms for members and eligible non-members. REAP Program pricing and terms can be used by participants to meet their own individual and unique solar project needs.

LCFS Program

SPURR provides full market value for LCFS and RIN credits available to operators of Natural Gas Vehicle fueling stations.



Ready to join? Switching to SPURR is easy.

Give us a call today at: **(925) 743-1292**

SPURR.org / email: info@SPURR.org

School Project for Utility Rate Reduction (SPURR)
SPURR is the Utilities Joint Powers Authority of
California Public Schools

What does it cost and how can you join?

As a Joint Powers Authority, we negotiate competitive rates and pass them along to you without any markup above our minimal administrative fees. Program fees and eligibility requirements are summarized below. Participation in one program does not require participation in another.

Program	Eligibility
LED Interior and Exterior Equipment Program	Statewide
Telecom and Networking Procurement Program (E-Rate Eligible and Other)	Statewide
Renewable Energy Aggregated Procurement (REAP) Solar Program	Statewide
Energy Center (Conservation and Expense Management)	Statewide
Natural Gas Supply	Core Accounts on PG&E, SCG, SDG&E
LCFS and RINs Credits	Compressed Natural Gas Station Operators
Electricity Supply	Accounts on PG&E or SoCal Edison (participation capped by law)
Market and Regulatory Information	Statewide

What our participants are saying about SPURR.

The SPURR “Utility Expense Management” program is a wonderful tool which has guided us to numerous cost saving discoveries and facilitated the development of countless energy reduction efforts.

Thank you SPURR team for making my energy conservation job uncomplicated.

Mitch Slater

*Director of Maintenance and Operations
Lodi Unified School District*



Ready to join? Switching to SPURR is easy.

Give us a call today at: **(925) 743-1292**

SPURR.org / **email:** info@SPURR.org

School Project for Utility Rate Reduction (SPURR)
SPURR is the Utilities Joint Powers Authority of
California Public Schools

SCHOOL PROJECT FOR UTILITY RATE REDUCTION

Joint Powers Agreement

This Agreement is among those public agencies signatory to this Agreement and is for the purpose of establishing, operating and maintaining the School Project for Utility Rate Reduction (SPURR.)

This Agreement is entered into pursuant to the provisions of Sections 6500 et seq. (Joint Powers Agreement) of the California Government Code for the benefit of the School Districts, Community College Districts and the County Superintendents of Schools signatory hereto (and also those which may hereafter become signatory hereto), for the purpose of operating a program to be known and designated as the School Project for Utility Rate Reduction, herein after designated as SPURR, and;

WHEREAS, it is to the mutual benefit of the parties herein subscribed and in the best public interest of said parties to join together to establish this Joint Powers Agreement to accomplish the purposes herein after set forth, and;

WHEREAS, the signatories hereto have determined that there is a need by Public Educational Agencies to seek utility rate reduction, especially for electricity and natural gas, and;

WHEREAS, Section 6502 of the Government Code of the State of California authorizes joint exercises by two or more public agencies of any power common to them;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC EDUCATIONAL AGENCIES, EACH OF THE PARTIES HERETO DOES HEREBY AGREE AS FOLLOWS:

1. CREATION OF THE SCHOOL PROJECT FOR UTILITY RATE REDUCTION (SPURR)

Pursuant to Title1, Division 7, Chapter 5 of the Government Code, there is hereby created a public entity, separate and apart from the parties hereto, to be known as the School Project for Utility Rate Reduction, herein after designated SPURR.

SPURR shall have the powers common to the participating Districts and is hereby authorized to do all acts necessary for the exercise of said common powers, including but not limited to, any or all of the following: to make and enter into contracts; to incur debts, liabilities and obligations; to acquire, hold or dispose of property; to receive gifts, contributions, and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; and to sue and be sued in its own name. Said powers shall be exercised in the manner provided by law, and except as expressly set forth herein, subject only to such restrictions upon the manner or exercising such powers as are imposed upon districts in the exercise of similar powers. It is specifically agreed that the debts, liabilities and obligations of SPURR shall not be debts, liabilities and obligations of the parties to this Agreement.

2. PURPOSE

The purpose of SPURR shall be to seek on behalf of the members the reduction of utility rates, especially for electricity and natural gas.

3. MEMBERSHIP

Each party to this Agreement must be eligible for SPURR membership as defined in the Bylaws, and become a member on the effective date of this Agreement, and is entitled to the rights and privileges, and is subject to the obligations of membership, all as are provided in this Agreement. Public Educational

Agencies desiring membership after initial operation has begun shall apply under the provisions of the Bylaws.

4. EFFECTIVE DATE

This Agreement shall become effective on September 1, 1989, or, for members joining after that date, on the date specified below.

5. TREASURER

This Agreement, pursuant to Government Code 6505.6, herewith establishes the Office of Treasurer. The Treasurer shall be the Assistant Superintendent, Business Services, of the Alameda County Superintendent of Schools.

6. TREASURER'S FEES

The annual payment to the Treasurer for the cost of accounting for SPURR funds, payment of employee salaries and benefits, payment of such other obligations as may occur, and the production of monthly financial reports shall be three (3) percent of SPURR income received for the fiscal year. In addition, SPURR shall reimburse the Treasurer for all actual expenses incurred for additional services performed at the direction of SPURR.

7. GOVERNANCE

SPURR shall be governed by a Board of Directors selected according to the provisions of the Bylaws.

8. BYLAWS

SPURR shall be governed pursuant to those certain Bylaws, a copy of which is attached hereto as "Exhibit A," and by this reference made a part of this Agreement as though fully set forth herein. Wherever in this Agreement the Bylaws are referred to, said Bylaws shall be those set forth in Exhibit A and as they may be amended thereafter. Each party to this Agreement approves said Bylaws and agrees to comply with and be bound by their provisions, and further agrees that **SPURR** shall be operated pursuant to this Agreement and said Bylaws. Said Bylaws may be amended as provided therein.

9. AFFIRMATIVE ACTION POLICY STATEMENT

It shall be the permanent and voluntary policy of this Joint Power Board of SPURR to practice fair and impartial employment, recognizing applicants and employees on the basis of personal and professional merit, thereby reaffirming the dignity of individuals without regard to race, color, creed, national origin, ancestry, age, sex, or physical handicap in every aspect of personal policies, practices, and treatment of personnel.

10. ADDITIONAL PARTIES

Additional parties may be added to this Agreement by written amendment between the additional party and SPURR.

11. TERMINATION

Any party may terminate its participation in this agreement by providing written notice to the other parties not less than 90 days prior to July 1 of any year after the initial year. Termination shall be effective on July 1 following the delivery of notice to all parties. No return of funds already paid to SPURR shall be made by SPURR when a member district withdraws from this JPA.

12. RECORDS

The Treasurer shall maintain records separately identifying the expenses incurred in the performance of the duties described herein. The Managing Director shall maintain records of the Minutes of the Board of Directors meetings and such other official records of the JPA as required by law.

13. MEMBERSHIP FEES

Membership shall be established for each member district which contributes to the SPURR account managed by the Alameda Superintendent and as established in the Bylaws for each regular and special

education student enrolled in the school districts and schools maintained by the County Superintendents of Schools and for each ADA, until FTE is adopted, in the Community College Districts.

14. TERM, DISSOLUTION AND SEVERABILITY OF JOINT POWERS AGREEMENT

A. Term and Extension

This Joint Powers Agreement shall commence September 1, 1989 and be extended from year to year thereafter, commencing each July 1. The majority of the members of this Joint Powers Agreement may terminate this Joint Powers Agreement at any time, provided all parties dealing with SPURR and all SPURR members have been notified at least 30 days in advance.

B. Dissolution

In the event this Joint Powers Agreement is terminated by districts as herein allowed, the Treasurer shall, after all debts have been paid and properly disposed of, distribute to each school district that is a party hereto on the effective date of dissolution, the balance of the SPURR assets on a pro rata basis according to the extent of each school district's contribution of funds hereunder since the creation of SPURR.

C. Severability

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

15. ASSIGNS

No party to this Joint Powers Agreement may sublet, assign, or transfer any interest in this Joint Powers Agreement without written consent of all of the parties thereto.

The parties thereto have caused this Joint Powers Agreement to be signed in their behalf by their duly authorized representatives on this _____ day of _____, 20__, by the following signatory School Districts, Community College Districts and County Superintendents of Schools.

Agency

Signature

Typed Name

Title

**BYLAWS
OF THE
SCHOOL PROJECT FOR UTILITY RATE REDUCTION**

As approved by SPURR Board of Directors through January 23, 2010

I. Membership

- A. Any public school district, community college district or county superintendent of schools in any area of California may be a member of SPURR.
- B. Membership is bestowed upon receipt in the SPURR administrative offices of the duly signed governing board resolution or other action authorizing membership and the duly signed Joint Powers Agreement.
- C. Second and subsequent years of membership shall be continued upon receipt of the annual assessment, if any, not later than October 15, or upon membership in a procurement program with membership assessments or program fees occurring through the program's regular billing process. For years in which there is no annual assessment, a member not enrolled in a SPURR procurement or other program shall continue as a member until either (1) the member resigns by providing written notice to SPURR, or (2) SPURR provides written notice of membership discontinuation to the member.

II. Meetings

- A. There shall be at least one general meeting of the SPURR membership annually.
- B. The Board of Directors will meet at least semiannually.
- C. Special meetings of the general membership or of the Board of Directors may be called by a majority of the Board of Directors.

III. Voting

- A. Each member District is entitled to one vote.
- B. A majority of fifty percent of those voting plus one vote shall be required to pass any ballot measure.

IV. Board of Directors

A. Membership of Board of Directors

- 1. To the extent possible, the membership of the Board of Directors will reflect geographic diversity and various school district organizational patterns, all dependent on securing the best available candidates.

2. The Board of Directors shall consist of nine members actively employed in some aspect of public school educational administration as follows:
 - a. The Treasurer shall be an employee of the Alameda County Office of Education.
 - b. There shall be two (2) members who are employed in Community Colleges (Grades 13-14).
 - c. There shall be six (6) members who are employed in public school districts.
3. The Board of Directors shall also consist of one alternative member who is actively employed in some aspect of public school educational administration. The alternative member may attend all meetings, including closed sessions. If one of the regular members of the Board of Directors is absent, the alternative member shall have voting powers and count to constitute a quorum.

B. Election of Board of Directors

1. The Board of Directors, after the first, shall be elected according to the following procedures:
 - a. The President and Managing Director shall serve as a nominating committee to the Board. They shall nominate replacements so as to assure that the total Board consists of members described in IV.A.2. above. The Nominating Committee shall present its nominee(s) to the Board of Directors at its next noticed meeting. The Board of Directors may add additional nominees, as long as the criteria for total Board membership are maintained. The Board of Directors shall elect the new member(s), who shall take office upon election.
 - b. If any member District wishes to challenge a sitting Board member it will notify the Managing Director in writing by July 1, identifying the proposed replacement. The Managing Director shall arrange an at large election for the position. This election shall be conducted in July or August following receipt of the District's request. The election results shall be effective September 1.
2. The Board of Directors is authorized to appoint individuals to fill vacancies on the Board.
3. Each Board member shall serve until one of the following occurs:
 - a. the Board member resigns from the Board of Directors,

- b. the Board member no longer meets their membership criteria,
- c. the Board member is replaced by another Board member elected by the membership at large to fill that seat, or
- d. they vacate the office by any of the actions or inactions which would result in the vacation of a seat by a member of a California school district governing board.

If a Board member no longer meets Board membership criteria due to their retirement or other discontinuance of active employment in some aspect of public school educational administration, they may retain their Board membership and their status (if any) as an officer of SPURR through the next regularly scheduled in-person meeting of the Board.

Provided a quorum is present, the Board may by two-thirds vote (from which the affected Board member abstains), extend a Board membership or officer status by a period not to exceed six months from the date by which such membership or status would otherwise lapse.

C. Power and Duties of the Board of Directors

1. *Employment of Staff, Consultants and Independent Contractors*

Board of Directors shall have the power to employ staff, consultants and independent contractors. The Board shall set salary, benefits and compensation for such.

2. *Acquisition of Property*

Board of Directors shall have the power to enter into contracts with governmental or private agencies for the lease or rental of any personal or real property.

3. *Accepting of Grants*

Board of Directors shall have the power to accept grants, gifts and bequests from the private and governmental sources in the name of and on behalf of SPURR.

4. *Adoption of Budget*

Board of Directors shall have the power to adopt a budget and expend funds within the limits of budgeted income.

D. Meetings of the Board of Directors

- 1. The President of the Board of Directors shall preside over meetings of the

Board of Directors.

2. All meetings shall be conducted subject to the Open Meeting Laws of the State of California, specifically Government Code section 64950 et seq.
3. In any case in which neither state law, the SPURR Joint Powers Agreement, nor the Bylaws of SPURR speak to a procedural question, the actions of the Board of Directors shall be governed by the current edition of *Robert's Rules of Order Newly Revised*.

V. Officers and Executive Board of the Board of Directors

A. Membership

1. The Executive Board of the Board of Directors shall consist of a President, a Vice-President/Clerk and the Treasurer.

2. Selection/Election

- a. The President and Vice-President/Clerk shall be elected by the Board of Directors and shall serve for terms of two years.
- b. The Treasurer shall be appointed by the Alameda County Superintendent of Schools.

3. Powers and Duties

a. President

Meetings of the Executive Board shall be called by the President, as he/she determines they are needed.

b. Executive Board

- (1) The Executive Board shall have the power to make budgetary transfers.
- (2) The Executive Board shall have the power to fulfill any of the duties of the Board of Directors, as specifically authorized by the Board of Directors.

c. Treasurer

- (1) The Treasurer, pursuant to Government Code Section 6505.6, shall perform the duties of Treasurer and Auditor and shall comply with the duties and responsibilities set forth in subdivisions (a) to (d), inclusive of Government Code section 6505.5.

- (2) The Treasurer shall receive and place all SPURR funds in the treasury of the Treasurer, designated to the credit of SPURR.
- (3) The Treasurer shall be responsible upon his/her official bond for the safekeeping and disbursement of SPURR money so held by him/her.
- (4) The Treasurer shall pay, when due, out of money of SPURR so held by him/her, all sums payable on outstanding bonds and coupons of SPURR or entity.
- (5) The Treasurer shall pay any other sums due from SPURR money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by the agreement.
- (6) The Treasurer may invest in government securities, AAA-rated commercial paper, or money market accounts to the extent allowed by law.

VI. Fees

- A. Annual fees may be paid each year to maintain membership in good standing in SPURR, if required by action of the Board of Directors. Additional fees may be charged for participating in specific programs offered by SPURR, participation in which shall be voluntary.
 1. Each school district, community college district and county office participating in the gas procurement program or any other program so designated by the Board of Directors shall pay fees for SPURR membership and for Program participation, which fees, if any, shall be in amounts to be established by the Board of Directors. The amount of the SPURR membership fee and the gas procurement program fee may be adjusted no more than once per year.
 2. Any other public agency participating in a SPURR program shall be required to pay a participation fee in an amount to be determined by the Board of Directors. In any SPURR program, staff shall keep such public agency participation below 30% of total participation, except as expressly permitted or ratified by the Board of Directors.

VII. Amendment of Bylaws

These Bylaws may be amended by a two-thirds vote of the Board of Directors, provided a quorum is present.