

**Kenneth W. Casey, BEP, CSDP**  
Manager of Business Development, California

**Project Experience (prior to joining Ameresco)**

- Fresno State University, Fresno, California** **\$ 11.9 Million**  
Lighting Solar Power Purchase Agreement and carport and parking lot project. 1.2 MW Solar Carport which included parking lot build-out and educational kiosk.
- Irvine Valley College, Irvine, California** **\$ 4.5 Million**  
Energy conservation and modernization project which included comprehensive lighting, HVAC, energy management, solar, co-generation, duct cleaning/air-balance, and commissioning.
- Southwestern College, California** **\$ 4.5 Million**  
Energy conservation and modernization project which included Comprehensive HVAC, energy management, solar thermal, (pool), duct-cleaning/air-balancing.
- City of Alhambra, California** **\$ 3.8 Million**  
Energy conservation and modernization project which included Comprehensive Lighting, HVAC, energy management/temperature control, duct-cleaning/air balancing, and commissioning.
- City of La Puente, California** **\$ 12 Million**  
Design/Build Community Center Complex which included complete renovation of a gym and community center as well as an addition a youth learning activity center.
- Montebello Unified School District, California** **\$ 3.0 Million**  
Energy conservation and modernization project which included various mechanical retrofits: chillers, boilers, air-handlers, air-balancing, and pool boilers.
- City of Garden Grove, California** **\$ 5.2 Million**  
Energy conservation and modernization project which was comprised over three phases to include comprehensive lighting, HVAC, energy management, day-lighting, solar energy generation, and commissioning.
- California Polytechnic, San Luis Obispo, California** **\$ 4.2 Million**  
Energy Conservation measures which included various lighting, and mechanical retrofits throughout campus.
- Mt. San Antonio College, Walnut, California** **\$ 26 Million**  
1,400-kW cogeneration system, central chilled water and heating plant, thermal energy storage system, direct digital control energy management system, campus-wide lighting upgrades, electrical infrastructure upgrade, chilled and hot water distribution system upgrade and extension to new buildings, cogeneration extension for pool heating; secured \$4.9 million in combined utility incentives and \$3.1 million in CEC low-interest loans (three-phase project).

**Professional Experience**  
**Ameresco, Inc., 2012 - Present**  
Manager of Business Development, California

**Chevron Energy Services, 2000-2012**  
Senior Business Developer

**Honeywell, 1989 - 2000**  
Business Developer, Team Lead

**Robert Georgeoff**  
Vice President, Ameresco Inc.

**Education**  
BS, Marketing, University of  
Arizona

**Project Role**

*Mr. Georgeoff has over 23 years of extensive experience in providing corporate oversight and project review to innovative energy savings and renewable energy projects throughout the Southwestern US. As Vice President, Mr. Georgeoff is responsible for leading Ameresco towards its vision of becoming the premier energy services provider in the Southwest.*

*Prior to Ameresco, Mr. Georgeoff served as the Vice President and Equity Team Member for a privately held engineering firm. In this capacity, Mr. Georgeoff was responsible for the successful development of structured energy relationships with various universities including Penn State University, Virginia Commonwealth University and Central Washington University. Mr. Georgeoff also spent 7 combined years with an international energy service provider where he was most recently responsible for the energy practices in the Western half of the US. During his time in Houston, Texas, with a Fortune 10 company, Mr. Georgeoff originated complex energy deals in the industrial markets that included some or all aspects of commodity procurement, risk management/hedging strategies, the placement of capital and energy retrofits. Transactions Mr. Georgeoff was involved with ranged from \$600 million to \$1 billion.*

**Project Experience**

*As the Vice President of Ameresco and President of Ameresco Southwest, Mr. Georgeoff is responsible for all projects in the region. The following is a representative list.*

**Lynwood Unified School District, California** \$ 2.4 Million

Using Proposition 39 funds, Ameresco is providing upgrades to the interior and exterior lighting, HVAC systems, water conservation, DDC controls, vending machine controls, irrigation, recycling, computer/network optimization, and energy education throughout various schools in this District, which includes 18 schools.

**Chula Vista Elementary School District, California (Phases 1-4)** \$ 2.6 Million

CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) at all 48 district sites that identified more than \$1,000,000 in annual energy savings. Implementation phase of the Prop 39 EEP includes a comprehensive interior and exterior LED lighting retrofit at selected district schools and photovoltaic.

**Waugh School District, California** \$ \$202,488

CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase

**Round Valley Joint School District, California** \$ \$299,255

CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase.

**Bishop Unified School District, California** \$ \$228,504

CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase.

**Robert Georgeoff**  
Vice President, Ameresco Inc.

**Project Experience (continued)**

**Big Pine Unified School District, California** \$ \$275,598  
CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase.

**University of Arizona, Arizona** \$ 36.0 Million  
Lighting, VAV retrofit, Controls, motors, low flow fume hoods, solar photovoltaics, solar thermal, thermal energy storage, 1.761 MW-equivalent of solar photovoltaics and thermal across 11 different campus sites. Installations include ground mounted, roof mounted and solar parking canopies.

**Truckee Meadows Water Reclamation Facility, Nevada** \$ 25.0 Million  
Energy upgrades to a wastewater treatment plant, including a biogas cogeneration system, dewater pump system upgrades, near-term dewater system improvement, and an innovative centrate nutrient recovery system which extracts nutrients from the waste stream and transforms it into fertilizer.

**Arizona State University, Arizona** \$ 45.0 Million  
6-MW gas turbine, 2-MW gas turbine, multiple 12.5-kV 2,000-ton chillers, switchgear and transformers, pumps, cooling towers, chemical treatment, heat recovery generator, continuous emissions monitoring system, gas compressor, pressure reducing stations, duct burners and all associated controls.

**Arizona State University, Arizona (Phases I through III Solar)** \$ 122.4 Million  
Over 18.4 MW of campus-wide renewable energy including small and large rooftop solar photovoltaic installations, solar carport canopy construction, parking garage rooftop solar superstructure design and installation and single-axis, and small-scale utility solar photovoltaic installation all under a power purchase agreement.

**McAllen Independent School District, Texas** \$ 17.4 Million  
Lighting system retrofit and controls, vending machine controls, computer power management, sink aerator retrofit, roof resurfacing, electricity rate reduction, cooling tower optimization, controls upgrade and reprogramming, thermostats on portable buildings, chiller plant retrofits, demand controlled ventilation, air curtain installation, direct control unit replacements, air handling unit overhaul and chiller replacements.

**City of Henderson, Nevada** \$ 23.1 Million  
HVAC modifications, boiler replacement, chiller replacements, lighting systems and controls upgrades, traffic signal upgrades, 28,000 streetlight upgrades, computer power management, pool heating, two 30-kW solar photovoltaic systems, and building automated system upgrades.

**City of Reno, Nevada** \$ 18.6 Million  
Three solar photovoltaic systems (210-kW), nine wind turbines (50.7 kW), citywide lighting retrofit, street lighting, direct digital controls, chiller/tower, boiler plant, HVAC and motors, pumping variable speed drives, network power management, swimming pool covers and MyEnergyPro™.

**Professional Experience**  
**Ameresco, Inc., 2011-Present**  
Vice President

**APS Energy Services, 2007-2011**  
President

**Abacus Engineered Systems, 2003-2005**  
Vice President of Sales

**Enron Energy Services, 1998-2001**  
Origination Manager

**Landis & Gyr, 1993-1998**  
Business Development Manager

**Allen Sehrt, PE, CEM, CDSM, GBE, CEA**  
 Director of Project Development Engineering

**Education**

BS, Mechanical Engineering,  
 University of Missouri, Rolla

**Other Education**

University of California, Berkeley  
 Extension

HVAC Design for Manufacturing  
 and Biomedical Processes

HVAC System and Piping Design

Principals of Psychometrics

Introduction to HVAC System  
 Design

Trane HVAC Training

Illumination Engineering Society  
 ED-150 Lighting Education

Institute for Boiler Efficiency  
 Improvement

Alerton EMS user training

University of California, Berkeley  
 Extension

**Licenses**

Licensed Professional Engineer in  
 Alabama, Arkansas, California,  
 Georgia, Illinois, Indiana, Kansas,  
 Kentucky, Maryland, Missouri,  
 Nebraska, Nevada, New Mexico,  
 New York, North Dakota, Ohio,  
 Tennessee, and Wyoming

**Project Role**

*Mr. Sehrt has 22 years of experience in the industry. As Director of Project Development Engineering, Mr. Sehrt oversees the development of energy and water analysis and provides engineering expertise for equipment selection and system design. His conservation activities have included all facets of energy consumption at various facilities, such as office buildings, industrial, correctional institutions, public housing, municipal government, colleges and universities and public schools.*

*He and his Team analyze utility bills, define the building's energy use profile, determine heating and cooling loads, conduct detailed lighting and HVAC surveys, and develop computer models to simulate energy usage in the buildings. He is proficient in conducting lighting, HVAC, and central plant surveys, identifying cost-effective energy conservation measures, quantifying savings potential, determining retrofit costs and ultimately writing detailed comprehensive energy reports and specifications for actual construction and providing construction management and commissioning.*

*Mr. Sehrt also has overall responsibility for coordinating multiple projects in different phases of the sales and implementation process. His areas of technical experience include lighting systems, central steam and high temperature hot water plants, central chilled water plants, cogeneration systems, plumbing systems, HVAC systems and controls, building envelopes and utility rate code analysis. His financial responsibilities include monthly revenue forecasts, project implementation budgets, subcontractor negotiations, project margin calculations, and final project margin performance.*

**Project Experience**

**Lynwood Unified School District, California** **\$ 2.4 Million**

Using Proposition 39 funds, Ameresco is providing upgrades to the interior and exterior lighting, HVAC systems, water conservation, DDC controls, vending machine controls, irrigation, recycling, computer/network optimization, and energy education throughout various schools in this District, which includes 18 schools and services over 15,000 students.

**Chula Vista Elementary School District, California (Phases 1-4)** **\$ 2.6 Million**

CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) at all 48 district sites that identified more than \$1,000,000 in annual energy savings. Implementation phase of Prop 39 that includes a comprehensive interior and exterior LED lighting retrofit at selected district schools. Ameresco is currently implementing the EEP.

**Walnut Creek School District, California** **\$ 491,971**

Completed a CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) for the implementation of a five-year program.

**Allen Sehart, PE, CEM, CDSM, GBE, CEA**  
Director of Project Development Engineering

**Project Experience (continued)**

<b>Waugh School District, California</b>	<b>\$ 202,488</b>
CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase	
<b>Round Valley Joint School District, California</b>	<b>\$ 299,255</b>
CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase.	
<b>Bishop Unified School District, California</b>	<b>\$ 228,504</b>
CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase,	
<b>Big Pine Unified School District, California</b>	<b>\$ 275,598</b>
CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase.	
<b>Inyo County School District, California</b>	<b>\$ 114,011</b>
CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase.	
<b>New Mexico State University, New Mexico</b>	<b>\$ 14.7 Million</b>
Energy efficiency upgrades campus wide, including lighting, DDC, HVAC replacements, and building envelope improvements.	
<b>McAllen Independent School District, Texas</b>	<b>\$ 17.4 Million</b>
Lighting system retrofit and controls, vending machine controls, computer power management, sink aerator retrofit, roof resurfacing, electricity rate reduction, cooling tower optimization, controls upgrade and reprogramming, thermostats on portable buildings, chiller plant retrofits, demand controlled ventilation, air curtain installation, direct control unit replacements, air handling unit overhaul and chiller replacements.	
<b>San Francisco Housing Authority, California</b>	<b>\$ 41.5 Million</b>
Window replacements, heating system upgrades, boiler replacements, energy management system, water conservation retrofits, cogeneration systems, refrigerator replacements, stove replacements, lighting retrofits and building envelope upgrades.	
<b>Douglas County School District, Nevada</b>	<b>\$ 10.7 Million</b>
Lighting upgrades, HVAC solutions, energy management system, trash compactors, boiler replacement, computer power management, fire alarm systems and rooftop photovoltaic.	

**Certifications**  
Certified Energy Manager

Certified Demand-Side Manager

Green Building Engineer

Certified Energy Auditor

**Professional Affiliations**  
American Society of Heating, Refrigeration and Air Conditioning Engineers

Association of Energy Engineers

**Professional Experience**  
**Ameresco, Inc., 2007-Present**  
Director, Project Development Engineering

**Chevron Energy Solutions, 1993-2007**  
Senior Project Director



**Dan Feld, PE, CEM, GBE, LEED AP**  
Engineering Team Leader

**Project Experience (continued)**

<b>Waugh School District, California</b>	<b>\$ 202,488</b>
CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase	
<b>Round Valley Joint School District, California</b>	<b>\$ 299,255</b>
CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase.	
<b>Bishop Unified School District, California</b>	<b>\$ 228,504</b>
CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase,	
<b>Big Pine Unified School District, California</b>	<b>\$ 275,598</b>
CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase.	
<b>Inyo County School District, California</b>	<b>\$ 114,011</b>
CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase.	
<b>Los Angeles Unified School District</b>	<b>\$ 9.0 Million</b>
Lighting, irrigation, and HVAC replacement.	
<b>West Los Angeles Community College</b>	<b>\$ 14.0 Million</b>
District heating and cooling plant.	
<b>California State University, Channel Islands</b>	<b>\$ 0.6 Million</b>
Lighting and HVAC energy management system upgrades.	
<b>Ventura Community College District, California</b>	<b>\$ 4.5 Million</b>
Lighting, HVAC replacement, and energy management system upgrades.	
<b>City of Costa Mesa, California</b>	<b>\$ 0.6 Million</b>
Lighting and HVAC replacement.	
<b>California State University, Sacramento (Shasta Hall)</b>	<b>\$ 1.8 Million</b>
Air handler replacements, controls, underground chilled water, and steam pipe upgrade.	
<b>San Francisco Housing Authority, California</b>	<b>\$ 41.5 Million</b>
Space heating and domestic hot water equipment replacements at as well as water and lighting efficiency upgrades, cogeneration, energy management system upgrades, appliance installation, and building ventilation improvements.	
<b>California State University, Bakersfield</b>	<b>\$ 1.5 Million</b>
Comprehensive energy efficiency upgrades.	

**Certifications**

**Ameresco, Inc., 2005-Present**  
Project Development Engineer

**Noresco, 2002-2005**  
Senior Energy Engineer

**Siemens Building Technologies, 1998-2002**  
Group Operations Manager

**Los Angeles Unified School District, 1995-1998**  
Energy Conservation Analyst

**Thomas Muñoz, PE, CEM, CEPP**  
Senior Project Development Engineer

**Education**

BS, Mechanical Engineering,  
emphasis in Energy Systems,  
California Polytechnic University,  
Pomona, CA

MS, Mechanical Engineering  
California State University, Los  
Angeles, CA

**Certifications**

Professional Engineer, California  
(No. M30635)

Certified Energy Manager  
Distributed Generation Certified  
Professional

Certified Energy Procurement  
Professional

**Affiliations**

ASHRAE  
Association of Energy Engineers  
National Society of Professional  
Engineers

**Project Role**

*Mr. Muñoz possesses more than 20 years of experience in the fields of Performance Contracting, energy management, energy engineering, commissioning, retro-commissioning, sustainability, power generation, and HVAC systems design and analysis. He has extensive experience in developing energy conservation, combined heat and power (CHP), renewable, and sustainability projects in all vertical markets.*

**Project Experience**

**Lynwood Unified School District, California** \$ 2.4 Million  
Using Proposition 39 funds, Ameresco is providing upgrades to the interior and exterior lighting, HVAC systems, water conservation, DDC controls, vending machine controls, irrigation, recycling, computer/network optimization, and energy education throughout various schools in this District, which includes 18 schools and services over 15,000 students.

**Personal Project Experience (prior to joining Ameresco)**

**City of Phoenix, Phoenix, AZ** \$ 9.4 Million  
Development of energy conservation measures at various city government facilities. Measures included lighting, HVAC, and controls.

**City of Lancaster, CA** \$ 4.6 Million  
Development of energy conservation measures at multiple city government locations. Measures included lighting, HVAC, controls, solar thermal, and water conservation upgrades.

**University of Hawaii Community Colleges** \$ 30.0 Million  
Development of energy conservation and renewable energy measures at four community college campuses in Oahu, HI. Measures included lighting, HVAC, controls, solar PV, and water conservation upgrades.

**Thomas Muñoz, PE, CEM, CEPP**  
Senior Project Development Engineer

**Personal Project Experience (continued, prior to joining Ameresco)**

**City of Perris, Perris, CA** \$ **5.82 Million**

Developed and implemented a 428-kW solar PV project consisting of covered parking systems at five city facilities.

**Cal Baptist University, Riverside, CA** \$ **Unavailable**

Designed and developed various campus projects, including a 560-ton central plant with hot water heating, a 60-kW cogeneration system, HVAC design on a new student building, and control system upgrades.

**Riverside County Regional Medical Center, Murrieta, CA** \$ **Unavailable**

Development of a 1.5MW cogeneration system, and a 10,000 ton-hour thermal energy storage system with central plant piping upgrades.

**Southwest Justice Center, Riverside County, CA** \$ **Unavailable**

Development of a 1.5MW cogeneration system, and a 10,000 ton-hour thermal energy storage system.

**Saddleback Community College, Mission Viejo, CA** \$ **8.4 Million**

Designed and developed a 1.5MW cogeneration system with underground district hot water heating. Also redesigned the existing chilled water central plant with controls and partial thermal energy storage.

**Professional Experience**  
**Ameresco, 2014, Senior**  
Project Development Engineer

**Salas O'Brien Engineers, 2012-2014, Sr. Project Manager**

**Johnson Controls, 2008-2012,**  
Solution Development Leader

**Honeywell Building Solutions, 2006-2008,** Performance Contracting Engineer

**Design West Engineering, 2001 – 2006,** Principal Engineer

**Enron Energy Services, 1999 – 2001,** Energy Engineer

**Siemens Building Technologies 1996-1999,** Project Engineer

**SFA Engineers, 1990-1991; 1995-1996,** Mechanical Engineer

**Tsuchiyama & Kaino, 1993-1995,** HVAC Designer

**Kendall H. Marks, CEM, CDSM**  
Senior Project Developer

**Education**

BA, Geology, State University of  
New York at Binghamton

**License and Certifications**  
Certified Energy Manager

Certified Demand Side Manager

OSHA-10 Certified

**Professional Affiliations**

American Public Works  
Association

Association of Energy Engineers

American Society of Heating,  
Refrigeration, and Air  
Conditioning Engineers

American Society of Mechanical  
Engineers

Building Commissioning  
Association

Illuminating Engineers Society

Institute of Electrical and  
Electronics Engineers

Solar Electric Power Association

**Project Role**

*Mr. Marks has over 25 years of experience working in project development, including energy auditing, energy engineering and project coordination, construction project management and construction management. Over the past 3 years, Mr. Marks' work has expanded to include development of solar photovoltaic projects as a compliment to energy efficiency and demand reduction programs. Clients range from commercial/industrial government agencies, colleges/universities and utilities,*

*Mr. Marks' energy efficiency, optimization and renewable activities include all facets of our clients' facilities. He is a performance contracting engineer experienced in developing new business opportunities by working with prospects and customers at every level, and generating proposals and presentations from project surveys, energy calculations, energy analysis and cost estimates.*

**Project Experience**

**Lynwood Unified School District, California** \$ 2.4M

Using Proposition 39 funds, Ameresco is providing upgrades to the interior and exterior lighting, HVAC systems, water conservation, DDC controls, vending machine controls, irrigation, recycling, computer/network optimization, and energy education throughout various schools in this District, which includes 18 schools and services over 15,000 students.

**Chula Vista Elementary School District, California** \$ 2.6M

CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) at all 48 district sites that identified more than \$1,000,000 in annual energy savings. Implementation phase of Prop 39 that includes a comprehensive interior and exterior LED lighting retrofit at selected district schools. Ameresco is currently implementing the EEP.

**Walnut Creek School District, California** \$ 491,971

Completed a CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) for the implementation of a five-year program.

*Project Experience (prior to joining Ameresco)*

**Los Angeles Community College District, California** \$ 85.0 Million

**City, Los Angeles Valley, East Los Angeles and Pierce Colleges**

Campus-wide lighting upgrades and redesign, HVAC upgrades and replacements to central chilled and hot water systems, energy management systems, water efficiency upgrades to plumbing and irrigation systems, electrical infrastructure upgrades and cogeneration; secured \$6.8 million in utility incentives and \$2.8 million in CEC low-interest loans.

**Kendall H. Marks, CEM, CDSM**  
Senior Project Developer

**Prior Project Experience (prior to joining Ameresco, continued)**

**City of Los Angeles, Piper Tech Facility, California \$ 2.7 Million**

Redesign and upgrade of the central plant from a primary-secondary-tertiary constant volume flow system to a primary variable flow system, interior and exterior lighting upgrades (4,200 luminaires), new direct digital control energy management system (controlling central plant, air handlers and lighting systems), compressed air system upgrades; secured \$650,000 in utility incentives.

**Los Angeles Community College District, California \$ 46.0 Million**  
**East, Pierce, Los Angeles Valley and Los Angeles Southwest Colleges**

Central plants included ice TES systems, high-efficiency chillers, solar thermal heating and cooling generation and HW storage, energy management system upgrades; secured \$2.1 million in utility incentives.

**Los Angeles Community College District, California \$ 48.0 Million**  
**East, Los Angeles Valley and Los Angeles Southwest Colleges**

Total of 5.5-MW solar photovoltaic in the form of parking shade structures and rooftop systems; secured \$12.2 million in utility incentives.

**Los Angeles County, California \$ 4.3 Million**  
**Metropolitan Transportation Authority, Division 18**

Developed solar photovoltaic parking shade structures and rooftop systems secured \$1.8 in SGIP Solar Incentives.

**Los Angeles County, California \$ 16.9 Million**  
**Metropolitan Transportation Authority, Support Service Center**

1,200-kW DC photovoltaic roof-mount system, HVAC replacement, lighting upgrades of 6,200 luminaires facility wide, direct digital controls, central compressed air system Optimization (900 HP) and selected HVAC unit replacements; secured \$5.8 million in combined utility incentives.

**Mt. San Antonio College, Walnut, California \$ 26.0 Million**

1,400-kW cogeneration system, central chilled water and heating plant, thermal energy storage system, direct digital control energy management system, campus-wide lighting upgrades, electrical infrastructure upgrade, chilled and hot water distribution system upgrade and extension to new buildings, cogeneration extension for pool heating; secured \$4.9 million in combined utility incentives and \$3.1 million in CEC low-interest loans (three-phase project).

**City of Hanford Wastewater Treatment Plant, California \$ 4.5 Million**

1.2 MW ground-mount single-axis tracker photovoltaic system.

**Non-Profit Organizations**  
Humane Society-Local Volunteer

FEMA Emergency Management Institute, Animals in Disaster Volunteer

Habitat for Humanity Volunteer

**Professional Experience**

**Ameresco, Inc., 2013-Present**  
Senior Project Developer

**Chevron Energy Solutions, 2005-2013**  
Senior Project Development Manager

**CMS Viron Energy, 1999-2004**  
Project Development Engineer

**Cal Air, Inc., 1998-1999**  
Regional Sales Engineer (HVAC)

**Viron Energy Services (Owned by York, Int'l), 1997-1998**  
Project Engineer

**Landis& Staeffa Inc., 1995-1997**  
Performance Contracting Engineer

**XENERGY, Inc., 1989-2005**  
Implementation Manager, Project Engineer, Project Manager, Senior Energy Auditor/Trainer

**Mark Wilhelm, MEP, CEM, LEED AP O+M**  
**Director of Climate Neutrality Initiatives**

**Education**

MS, Environmental Planning,  
 Arizona State University

BA, Economics, University of  
 Massachusetts at Amherst

**Certifications**

Certified Energy Manager (CEM)

LEED Accredited Professional  
 (AP)

LEED AP, Operations and  
 Maintenance

**Affiliations**

Solar Energy Advisory Council,  
 State of Arizona, Chairman

U.S. Green Building Council  
 LEED O+M Accredited  
 Professional

Greenbuild International  
 Conference & Expo, 2009 Host  
 Committee, Chairman

USGBC Arizona Chapter,  
 Founding Member and Past  
 Chairman

AZ Energy Sector Partnership  
 Business Committee, Member

**Project Role**

*Mr. Wilhelm has over 30 years of experience in the industry, including over 20 years of focus on energy-efficient building design and operations. Mark was a founding principal of Green Ideas, Inc., one of the nation's premiere green building consulting firms. Mark has participated in the greening of over 100 sustainable developments, including some of the most prestigious projects in the Southwest, including managing the LEED certification efforts for over 100 projects nationwide.*

*As the Director of Carbon Neutrality Initiatives, Mr. Wilhelm's primary role and responsibilities are to lead strategic alliance efforts to develop a carbon neutrality roadmap and implement projects that drive carbon neutrality.*

**Project Experience**

<b>Arizona State University Carbon Neutrality</b>	<b>\$</b>	<b>N/A</b>
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In the spring of 2013, Ameresco was selected by Arizona State University (ASU) to be its strategic business partner to achieve its goal of carbon neutrality by 2025 (2035 including fleet). As one of the largest universities in the nation with plans to continue to grow, Ameresco will help define and implement sustainability strategies that touch every part of campus life and operations. Ameresco counts it as a great honor to be selected as ASU's Strategic Partner in its quest to reach the goal of zero net greenhouse gas emissions as part of a broader commitment of attaining institutional sustainability. Mark will lead the strategic alliance with Ameresco, Rocky Mountain Institute, and ASU to realize these goals. Mark will also lead efforts to leverage this experience with other Ameresco clients.

**Personal Project Experience (prior to joining Ameresco)**

LEED / Sustainability Consulting Services for the Following Clients:

- Arizona State University, Biodesign Buildings A and B
- Arizona Game & Fish Department Headquarters
- Desert Edge High School
- General Dynamics Roosevelt Facility

**Mark Wilhelm, MEP, CEM, LEED AP O+M**  
Director of Climate Neutrality Initiatives

**Personal Project Experience (prior to joining Ameresco, continued)**

**LEED Consulting Services for the Following Clients (representative):**

- Lee H. Brown Family Conservation Learning Center
- Maricopa County Downtown Court Tower
- NAU Applied Research & Development Facility
- Naval Operational Support Center at Luke Air Force Base
- Phoenix Convention Center
- Recruit Marksmanship Training Facility
- Scottsdale Senior Center at Granite Reef
- Specialty Textile Services Laundry Facility

**Professional Experience**

**Ameresco, Inc., 2013 - Present**  
Director of Climate Neutrality Initiatives

**Green Ideas, Inc., 2004 - 2013**  
Principal

**GreenBuilt Consulting, LLC, 2002 - 2004**  
Principal

**Electric Power Research Institute, 1998 - 2002**  
Product Line Leader, e-Business Alliance Manager

**Arizona Public Service Company, 1985 - 1998**  
Market Segment Manager  
Director, APS Environmental Showcase Home

**James H. Reedy, CEM**  
 Director of Construction

**Education**  
 MBA, Finance and Operations  
 Analysis, University of Washington

BS, Engineering, University of  
 Florida

**Certification**  
 Certified Energy Manager

**Professional Affiliations**  
 Association of Energy Engineers

Project Management Institute

Holden Sales Training

**Project Role**

*Mr. Reedy has 45 years of professional and business experience in energy related industries, major engineering and construction projects, operations, and construction management including nuclear power plant construction. He has held numerous management positions in electric utilities and engineering and construction firms. He has been a consultant on industrial and management process improvements and provided assistance in strategic planning and start-up for several business ventures. He has managed over \$50 million in projects over the past 7 years.*

**Project Experience**

**Lynwood Unified School District, California** \$ 2.4 Million  
 Using Proposition 39 funds, Ameresco is providing upgrades to the interior and exterior lighting, HVAC systems, water conservation, DDC controls, vending machine controls, irrigation, recycling, computer/network optimization, and energy education throughout various schools in this District, which includes 18 schools and services over 15,000 students.

**Chula Vista Elementary School District, California (Phases 1-4)** \$ 2,600,000  
 CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) at all 48 district sites that identified more than \$1,000,000 in annual energy savings. Implementation phase of Prop 39 that includes a comprehensive interior and exterior LED lighting retrofit at selected district schools. Ameresco is currently implementing the EEP.

**Waugh School District, California** \$ \$202,488  
 CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase

**Round Valley Joint School District, California** \$ \$299,255  
 CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase.

**Bishop Unified School District, California** \$ \$228,504  
 CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase,

**Big Pine Unified School District, California** \$ \$275,598  
 CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase.

**Inyo County School District, California** \$ \$114,011  
 CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase.

**University Medical Center of Southern Nevada** \$ 4.7 Million  
 Lighting systems and lighting controls, condenser pumps, variable frequency drives, cooling systems, boilers and air handler units.

**University of Nevada, Las Vegas** \$ 1.7 Million  
 Lighting, HVAC and distributed chilled water.



**James Kozelka**  
 Senior Project Manager

**Education**

BA, Math and Psychology, Hobart College, Geneva, NY

Electrical Engineering Certificate Program, North Carolina State University

HVAC Certificate Program, UC Berkeley, CA

**Licenses and Certifications**

General Contractors License, General B and C-10 Electrical, California

Certificate in Photovoltaic Design, PVUSA, Sacramento, CA

Certificates in Chiller Optimization, Lighting, Power Management, Data Measurement and Monitoring, ABC's of Performance Contracting, and Commercial Energy Audits, Pacific Energy Center, San Francisco, CA

Leading with Influence Workshop, Chevron Corp. San Ramon, CA

Coaching Workshop, St. Mary's College, Moraga, CA

**Project Role**

*Mr. Kozelka has over 30 years of development and management experience of energy efficiency and renewable energy, mechanical and electrical projects throughout California, with a deep understanding of interconnectivity of energy, environment, economics and community. Throughout his career he has maintained a strong track record of developing and delivering successful energy projects for both public and private clients with a high customer satisfaction rate.*

**Project Experience**

**Waugh School District, California** \$ **\$202,488**  
 CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase

**Chula Vista Elementary School District, California** \$ **2.6 Million**  
 CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) at all 48 district sites that identified more than \$1,000,000 in annual energy savings. Implementation of two phases of Prop 39 that includes a comprehensive interior and exterior LED lighting retrofit at selected district schools. Ameresco is currently implementing the EEP.

*Personal Project Experience (prior to joining Ameresco)*

**City of Salinas, Salinas, CA** \$ **24.5 Million**  
 The project was comprised of LED lighting (street, park, parking lot, interior/exterior), HVAC and EMS improvements, 3.7MW solar PV, Industrial Waste Water Treatment Plant efficiency upgrades and plumbing and irrigation water conservation measures across a wide variety of city facilities.

**Hartnell College (Ph. 1 & 2), Salinas, CA** \$ **10.7 Million**  
 Developed and delivered \$2.6 million, 543 KW solar PV at Alisal Campus (Phase 1 - \$2.1 million). Delivered (Phase 2) \$8.1 million project, including LED lighting, HVAC improvements, 1.4MW solar PV system, and energy management system replacement/upgrade/integration MBCx projects.

**James Kozelka**  
Senior Project Manager

*Personal Project Experience Continued (prior to joining Ameresco)*

**Monterey County Office of Education, Salinas, CA** \$ 3.5 Million  
Developed and delivered 605 KW solar PV, boiler replacement, and energy management system replacement project.

**Morgan Hill Unified School District (Ph. 1 & 2), Morgan Hill, CA** \$ 18.8 Million  
Developed and delivered \$12.8 million, 2.1 MW solar PV and main electrical service upgrade across two operating high school sites (Phase 1). Developed a \$6 million project comprised of lighting, HVAC improvements, solar PV, and energy management system upgrades.

**East Side Union High School District, San Jose, CA** \$ 49 Million  
Developed and delivered a \$49 million comprehensive energy program, including 7.1 MW of solar PV, 0.8 MW lighting retrofit, pool pump with variable frequency drives, and smart controls projects across 13 operating high school sites.

**Milpitas Unified School District, Milpitas, CA** \$ 30 Million  
Developed and delivered \$30 million, 3.4 MW solar PV across 14 operating K-12 school sites in 7 months.

**San Jose Unified School District, San Jose, CA** \$ 49 Million  
Developed and delivered first-of-its-kind power purchase agreement for \$49 million, 5.5 MW solar PV across 14 operating middle and high school sites in 18 months

**Professional Experience**  
**Ameresco, Inc., 2015 - Present**  
Senior Project Manager

**Chevron Energy Solutions, 2005 – 2015**, Senior Project Leader

**Western Allied Mechanical, 2004 – 2005**, Senior Design Engineer

**Energy Resource Associates, 2000 – 2004**, Project Engineer/Project Manager

**Stanford Energy Systems, 1981 – 2000**, Operations Manager, Project Engineer and Electrician

**Professional Affiliations**  
**Energy Committee, Member**  
Silicon Valley Leadership Group,  
Santa Clara, CA

**Association of Energy Engineers, Secretary (former)**, Bay Area Chapter, CA

**Steven Croxton, CEM, CBCP, LEED Green Associate**  
**Regional Energy Manager**

**Education**

MS, Business Administration,  
University of Nevada, Las Vegas

BS, Business Administration,  
University of Phoenix

US Naval Nuclear Power Training  
Program, Navy Nuclear Power  
School Graduate and Naval Nuclear  
Power Training Unit

**Certifications**

Certified Energy Manager

Certified Building Commissioning  
Professional

Leadership in Energy and  
Environmental Design, Green  
Associate

**Professional Affiliations**

Association of Energy Engineers

American Society of Heating,  
Refrigeration and Air Conditioning  
Engineers

U.S. Green Building Council

**Project Role**

*Mr. Croxton serves as the southwest regional energy manager. He has 22 years of varied experience in the energy industry, from developing energy conservation projects to project management and measurement and verification of guaranteed savings.*

*Mr. Croxton has written and implemented numerous measurement and verification processes and protocols for the accurate demonstration of energy savings. He has experience in trouble shooting and correcting energy savings shortfalls to ensure program compliance. Mr. Croxton manages the post construction phase of a wide range of energy conservation projects and performs energy consultative duties for clients seeking information on the efficient purchase of energy commodity.*

**Project Experience**

**McAllen Independent School District, Texas** **\$ 17.4 Million**

Lighting system retrofit and controls, vending machine controls, computer power management, sink aerator retrofit, roof resurfacing, electricity rate reduction, cooling tower optimization, controls upgrade and reprogramming, thermostats on portable buildings, chiller plant retrofits, demand controlled ventilation, air curtain installation, direct control unit replacements, air handling unit overhaul and chiller replacements.

**New Mexico State University, New Mexico** **\$ 14.7 Million**

Energy efficiency upgrades campus wide, including lighting, DDC, HVAC replacements, and building envelope improvements.

**Hamshire-Fannett Independent School District, Texas** **\$ 3.1 Million**

HVAC renovation, computer power management, controls expansion, lighting system retrofits and controls, concession refrigerator controllers, rooftop unit replacements, split-system replacements, variable flow chilled water distribution, and package unit replacements.

**Marana Unified School District, Arizona** **\$ 13.7 Million**

Lighting, direct digital control systems, HVAC, boiler, motor, chiller, water heater, water system improvements, multi-zone to variable air volume conversion, economizer retrofit, cooling tower variable frequency drive and building envelope.

**University of Nevada, Las Vegas** **\$ 6.0 Million**

Lighting, HVAC and distributed chilled water.

**Steven Croxton, CEM, CBCP, LEED Green Associate  
Regional Energy Manager**

**Project Experience (continued)**

**Douglas County School District, Nevada** \$ **10.7 Million**  
Lighting upgrades, HVAC solutions, energy management system, trash compactors, boiler replacement, computer power management, fire alarm systems and rooftop photovoltaic panel installation on Douglas High School.

**Cave Creek School District, Arizona** \$ **5.2 Million**  
Lighting, direct digital control systems, computer power management, LCD monitors, water conservation, high efficiency boilers, chilled water pump variable frequency drives, HVAC, programmable thermostats, chiller plant optimization, pneumatic valves, cooling tower, hot water pump and Green Screen.

**Washoe County School District, Nevada** \$ **18.1 Million**  
HVAC modifications, lighting upgrades, gymnasium lighting upgrades, portable classroom improvements, transformer upgrades, computer power management and building automated system upgrades.

**Elko County School District, Nevada** \$ **2.7 Million**  
Lighting, VendingMisers®, 7-day programmable thermostats, school bus engine pre-heaters, building insulation, steam traps, steam valve night setback controls and water source heat pumps.

**City of Austin/Austin Energy, Texas** \$ **7.6 Million**  
HVAC, energy management system, lighting, water conservation, solar water heating and distributed generation and 24,000 ton-hour chilled water thermal energy storage system.

**Southern Nevada Water Authority, Nevada** \$ **2.2 Million**  
Energy management system, chiller replacement (one chiller), water-side free cooling, and variable speed drives on evaporative cooler fans.

**City of Henderson, Nevada** \$ **23.1 Million**  
Over 60 buildings have received HVAC modifications, boiler replacement, chiller replacements, lighting systems and controls upgrades, traffic signal upgrades, 28,000 streetlight upgrades, computer power management, pool heating, two 30 kW solar photovoltaic systems, and building automated system upgrades.

**City Center Chilled Water Plant, Nevada** \$ **11.0 Million**  
6,000-ton district cooling plant serving Freemont Street.

**University Medical Center of Southern Nevada** \$ **4.7 Million**  
Lighting systems and lighting controls, condenser pumps, variable frequency drives, cooling systems, boilers and air handler units.

**Professional Experience**  
**Ameresco, Inc., 2003-Present**  
Energy Manager; Western Area Operations Manager

**e-Three, 2000-2003**  
Manager; Energy Information Services, Information Technology and Measurement and Verification; Solutions Development Director/Project Manager

**Honeywell, Singapore, 1998-2000**  
Performance Contract Sales, Commodity Sales, and Measurement and Verification Specialist; Performance Contracts Manager Southeast Asia

**Honeywell, Los Angeles, 1993-1998**  
West Area Guarantee Team Leader, Measurement and Verification Specialist, and Work Director/Dispatcher

**Honeywell, Los Angeles, 1991-1993**  
Electrician

**U.S. Navy, 1985-1991**  
Petty Officer 1st Class (E-6)

**Bret Marozik**  
Regional Measurement & Verification Manager

**Education**

BS, Mechanical Engineering  
(BSME), Arizona State University

**Professional Affiliations**

Association of Energy Engineers

American Society of Heating,  
Refrigeration and Air  
Conditioning Engineers

**Project Role**

*Mr. Marozik recently accepted the position of Regional Measurement & Verification Manager and is responsible for the M&V services provided to all Ameresco clients located in the Southwestern states. Prior to his promotion, Mr. Marozik was a valued member of the Project Development Group and was responsible for understanding client priorities and transforming them into viable resource saving projects that made facilities safer, comfortable and energy efficient. As a Project Development Engineer with over 15 years in the industry, Mr. Marozik developed custom energy solutions for a diverse base of customers, including k-12 schools, universities, healthcare and industrial clients, as well as local government and municipalities.*

*In addition to his strong analytical ability and solid technical skills, Mr. Marozik demonstrated himself to be a highly effective communicator with the ability to bridge the needs of all levels of an organization including financial decision makers, engineering professionals and facility staff. Mr. Marozik combines all his talents to administer the post construction M&V activities for a wide range of energy conservation projects.*

**Project Experience**

**New Mexico State University, New Mexico** \$ 15.5 Million  
Energy efficiency upgrades campus wide, including lighting, DDC, HVAC replacements, and building envelope improvements.

**City of Reno, Nevada** \$ 18.6 Million  
Energy audit; energy conservation measures; cost estimation; savings calculations.

**Maricopa County, Arizona** \$ 30.2 Million  
Initial energy conservation assessments; review of e-Quest models. Project included solar photovoltaic and thermal, controls, water conservation, lighting, HVAC and central plant upgrades.

**Bret Marozik**  
Regional Measurement & Verification Manager

**Project Experience (continued)**

**University of Arizona, Tucson, Arizona** \$ 36.0 Million  
Lighting, VAV retrofit, Controls, motors, low flow fume hoods, solar photovoltaics, solar thermal, thermal energy storage, 1.761 MW-equivalent of solar photovoltaics and thermal across 11 different campus sites. Installations include ground mounted, roof mounted and solar parking canopies.

**City of Casa Grande, Arizona (ESPC)** \$ 3.5 Million  
Lighting, HVAC, direct digital controls, programmable thermostats, water heater, water conservation, vending controls, window tinting, pool pumping, nitrogen tires and computer power management.

**Superior Unified School District, Arizona (ESPC)** \$ 1.1 Million  
Lighting retrofit (interior, exterior, stadium), VendingMisers, occupancy sensors, Roof insulation, HVAC controls, economizers on rooftop units, cooling tower for variable frequency drive, walk-in cooler and freezer evaporator controls, computer power management system, computer screen upgrades.

**Professional Experience**

**Ameresco Inc.,**  
**August 2014 – Present**  
Regional Measurement & Verification Manager

**Ameresco Inc.,**  
**August 2011 – August 2014**  
Project Development Engineer

**APS Energy Services**  
**April 2005 – April 2006 &**  
**January 2009 – August 2011**  
Project Engineer

**U.S. Door & Building**  
**Components**  
**2008**  
Regional Sales Manager

**Able Engineering &**  
**Component Services**  
**July 2004 – April 2005**  
Sales/Customer Service Representative

**Climatec Incorporated**  
**July 2002 – March 2003,**  
Sales Engineer

**York International**  
**January 1999 – July 2002**  
Sales Engineer – Engineered Systems Group

**Intel Corporation**  
**June 1997 – September 1998**  
Manufacturing/Process Engineer

**Timothy Farkas, MSRB, MBA**  
Finance Director

**Education**

MBA, Business Administration,  
University of Nevada, Las Vegas

BS, Finance and Secondary in  
Accounting, University of Oregon

**Professional Affiliations**

Municipal Securities Rulemaking  
Board, Registered Advisor

HomeFree Nevada, Board  
Treasurer

**Project Role**

*Mr. Farkas has 17 years of experience managing financing processes for municipal, industrial, health care, higher education, school districts, and commercial clients. In the past 3 years, he has helped secure over \$50 million for clients. He is responsible for providing structured and service financing for new projects. He has lead or assisted in closing several incentives, such as Qualified Energy Conservation Bonds and Qualified School Construction Bonds, at effective interest rates ranging from zero to 3 percent.*

**Project Experience**

**New Mexico State University, New Mexico** **\$ 14.7 Million**  
Energy efficiency upgrades campus wide, including lighting, DDC, HVAC replacements, and building envelope improvements.

**McAllen Independent School District, Texas** **\$ 17.4 Million**  
Lighting system retrofit and controls, vending machine controls, computer power management, sink aerator retrofit, roof resurfacing, electricity rate reduction, cooling tower optimization, controls upgrade and reprogramming, thermostats on portable buildings, chiller plant retrofits, demand controlled ventilation, air curtain installation, direct control unit replacements, air handling unit overhaul and chiller replacements.

**City of Reno, Nevada** **\$ 18.6 Million**  
Three solar photovoltaic systems (210 kW), nine wind turbines (50.7 kW), citywide lighting retrofit, street lighting, direct digital controls, chiller/tower, boiler plant, HVAC and motors, pumping variable speed drives, network power management, swimming pool covers and MyEnergyPro™.

**Hamshire-Fannett Independent School District, Texas** **\$ 3.1 Million**  
HVAC renovation, computer power management, controls expansion, lighting system retrofits and controls, concession refrigerator controllers, rooftop unit replacements, split-system replacements, variable flow chilled water distribution, and package unit replacements.

**Timothy Farkas, MSRB, MBA**  
Finance Director

**Project Experience (continued)**

<b>Show Low Unified School District, Arizona</b>	<b>\$ 2.6 Million</b>
615 kW solar photovoltaic project completed under a power purchase agreement.	
<b>Lake Havasu City, Arizona</b>	<b>\$ 3.8 Million</b>
Lighting, sports lighting, HVAC controls, solar thermal pool heating, HVAC, computer power management, high-efficiency motors, pumps and variable frequency drives and 800-kW solar photovoltaic system.	
<b>Superior Unified School District, Arizona (Solar)</b>	<b>\$ 0.8 Million</b>
Installation of a 208 kW solar photovoltaic parking canopy.	
<b>Camp Verde Unified School District, Arizona (Solar)</b>	<b>\$ 1.9 Million</b>
Installation of 609.3 kW-DC solar photovoltaics across three district sites.	
<b>City of Casa Grande, Arizona (Solar)</b>	<b>\$ 3.3 Million</b>
Installation of 1.051 MW-DC solar photovoltaic parking canopies across five City buildings.	
<b>Truckee Meadows Water Reclamation Facility, Nevada</b>	<b>\$ 25.0 Million</b>
Energy upgrades to a wastewater treatment plant, including a biogas cogeneration system, dewater pump system upgrades, near-term dewater system improvement, and an innovative centrate nutrient recovery system which extracts nutrients from the waste stream and transforms it into fertilizer.	
<b>Marana Unified School District, Arizona</b>	<b>\$ 13.7 Million</b>
Lighting, direct digital control systems, HVAC, boiler, motor, chiller, water heater, water system improvements, multi-zone to variable air volume conversion, economizer retrofit, cooling tower variable frequency drive and building envelope.	

**Professional Experience**  
**Ameresco, Inc., 2012-Present,**  
Finance Director

**Independent Energy Finance Consultant, 2010-2012**  
Consultant to APS Energy Services

**Nevada State Bank Public Finance, 2005-2010**  
Assistant Vice President

**Harris Bretall Sullivan and Smith, LLC, 2000-2004**  
Senior Associate Portfolio Manager; Associate Portfolio Manager

**Seton Smoke Capital Management, 1997-2000**  
Portfolio Administration

## 2. Energy Project References

*RFP: Provide detailed project history for a minimum of three (3) K-12 districts for which the respondent provided turn-key responsibility of similar energy performance contracting services in the past three years. Describe the scope of work of the project indicating start/completion date, services and equipment provided, project size, total project savings, and funding sources.*

As the largest provider of energy services to school districts in North America, Ameresco is uniquely positioned to swiftly and thoroughly complete an energy conservation project for SYSD. Having engineered, constructed and/or provided guaranteed services for over \$1.2 billion ESPC projects for more than 450 school districts throughout North America—\$510 million of which has been contracted since 2009—we have a demonstrated history of long-term stability and unmatched integrity in the K-12 market sector. Over the course of our history, we have saved approximately 500,000,000 kWh on behalf of our K-12 clients.

Of most importance, the following projects have all been awarded to Ameresco as the Primary and sole Energy Service Provider. These projects showcase only a small portion of our K-12 portfolio company-wide. The projects listed below utilize Proposition 39 funding and an energy services, performance contract savings program. Additionally, Ameresco is currently working with many Proposition 39 clients to provide hundreds of thousands of K-12 students and staff throughout California with energy conservation and renewable energy projects.

Table 2.0. Sample of Ameresco's K-12 Prop 39 Energy Efficiency Project References

Customer Name, Contact Information, and Location	Exact Role of Firm, Type of Project, and Proposition 39 Funding Received
<p><b>Lynwood Unified School District</b> Marlene Dunn 11321 Bullis Road Lynwood, CA 90262 P: 310.886.1404 E: mdunn@lynwood.k12.ca.us</p> <p><i>Dates of Service:</i> May 2013 – present</p>	<p>Ameresco was the firm selected through competitive process and awarded contracts to perform the following types of work:</p> <p><i>Prop 39 Energy Expenditure Plan and 5-year Energy Performance Contract:</i> \$2,318,863 approved, funded and construction complete, \$1,470,477 approved and will be funded 2016. Rebates will exceed \$50,000</p> <p><i>Total Proposition 39 funding approved:</i> \$3,789,340 <i>Total Proposition 39 funding received:</i> \$2,318,863</p> <p>Ameresco was hired by Lynwood USD to develop and implement their Prop 39 district-wide Energy Expenditure Plan (EEP). Once the EEP was approved by the CEC, the District once again hired Ameresco to install comprehensive LED lighting retrofits, lighting controls, HVAC mechanical and controls replacements. This project will save the District \$133,045 annually. The District will receive in excess of \$58,414 in utility rebates, including Southern California Edison Rebates for Energy Efficiency and Early Retirement Rebates.</p>

Customer Name, Contact Information, and Location	Exact Role of Firm, Type of Project, and Proposition 39 Funding Received
<p><b>Chula Vista Elementary School District*</b> Oscar Esquivel, Assistant Superintendent, Business Services 84 East "J" Street, Chula Vista, CA 91910 P: 619.425.9600, ext. 1373 E: oscar.esquivel@cvesd.org</p> <p><i>Dates of Service:</i> May 2013 – present</p>	<p>Ameresco was the firm selected through competitive process and awarded contracts to perform the following types of work:</p> <p><i>Total Proposition 39 funding approved and received to date: \$2,600,000.</i></p> <p>Chula Vista Elementary School District (CVESD) is the largest elementary school district in California and has worked with Ameresco staff for the past 19 years. To assist CVESD with Proposition 39, Ameresco was hired to perform an Investment Grade Audit for all 48 district facilities which identified more than \$1,000,000 in annual energy savings. The results of this district-wide energy assessment were utilized by CVESD in the development of their modernization projects and their Proposition 39 Energy Expenditure Plans (EEP). CVESD then hired Ameresco to implement the first three phases of their EEP which consisted of comprehensive interior and exterior LED lighting retrofits, HVAC retrofits, and a photovoltaic installation. Rebates secured total more than \$250,000.</p>
<p><b>Inyo County School Districts (includes Round Valley JESD, Big Pine USD, Bishop USD, and Inyo County Office of Education)</b> Dr. Terrence K. McAteer County Superintendent of Schools 555 South Clay Street Independence, CA 93526 P: 760.878.2426 E: terry_mcateer@inyo.k12.ca.us</p> <p><i>Dates of Service:</i> April 2014 – present</p>	<p><i>Prop 39 Energy Expenditure Plan and Energy Performance Contract: \$917,368</i></p> <p>Four school districts in Inyo County hired Ameresco to develop their Prop 39 Energy Expenditure Plans (EEPs) and implement their 5-year energy programs. Energy conservation measures include lighting retrofits, lighting controls, HVAC controls and mechanical replacements, and a photovoltaic installation. Rebates will exceed \$90,000.</p>
<p><b>Walnut Creek School District*</b> Kevin Collins, Ed.D. Chief Business Official 960 Ygnacio Valley Road Walnut Creek, CA 94596 P: 925.944.6850, ext. 2010 E: kcollins@wcsd.k12.ca.us</p> <p><i>Dates of Service:</i> Audit: Jan. 2014 – August 2015</p>	<p>Ameresco was the firm selected through competitive process and awarded contracts to perform the following types of work:</p> <p><i>ASHRAE Level II Energy Audit: \$25,300; Energy Manager: \$15,000</i> <i>Total Proposition 39 funding approved: \$650,000</i></p> <p>For assistance with Proposition 39, Walnut Creek School District hired Ameresco to perform an ASHRAE Level II Energy Audit on all of their district facilities. The results of this energy audit were utilized to create a five-year Energy Expenditure Plan. The District then hired Ameresco to assist them in submitting and implementing the five-year Energy Expenditure Plan to the California Energy Commission (CEC). The EEP was completed and approved on October 1, 2014. Rebates should exceed \$30,678.</p>
<p><b>Waugh School District</b> Carol Slender Chief Business Official 1851 Hartman Lane Petaluma, CA 94954 P: 707.765.3331 E: 707-782-9666</p> <p><i>Dates of Service:</i> – June 2015 to present</p>	<p><i>Prop 39 Energy Expenditure Plan and Energy Performance Contract: \$202,488.</i></p> <p>Ameresco developed and is currently implementing the Waugh School District's (WSD) multi-year Prop 39 Energy Expenditure Plan. Energy-savings measures include interior and exterior lighting retrofits and lighting controls, and HVAC retrofits.</p>

\*Letters of Commendation available upon request.

### 3. Project Approach

- a) Provide a description of the respondent's approach to performing audits, and identifying improvement measures.
- b) Provide a description of the respondent's approach to managing the project implementation and procedures for minimizing occupant disruptions.
- c) Describe the steps taken by the respondent during and after the turnover process to ensure successful project implementation.

Ameresco is currently working with a number of K-12 schools to promote the education and use of Proposition 39 funding. Members of Ameresco's staff have actively participated in numerous CEC and CSBA, and other workshops designed to educate and update individuals on the Proposition 39 program. Our team will be responsible for ensuring that the project complies with all statutory requirements, including the provisions of the State Division of Architecture, California Environmental Quality Act, and California Energy Commission. While we acknowledge several pathways are possible to receive Proposition 39 funding approval, we follow the recommended pathway provided in the latest Energy Expenditure Handbook, CEC---400---2015---011---REV revised June 2015.

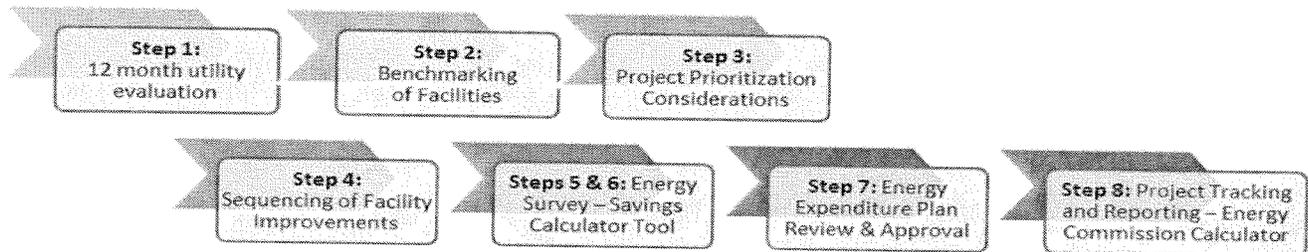


Figure 3.0 Proposition 39 Program Process

As of early 2014, Ameresco had completed Energy Expenditure Plans for many school districts in California which utilize Proposition 39 Clean Energy Jobs Act funding, including Chula Vista Elementary School District (serving 45 schools and 29,000 students), Oceanside Unified School District (serving 23 schools and over 20,000 students), Lynwood Unified School District (serving 20 schools and over 15,000 students), and Walnut Creek School District (serving 6 K-8 schools and over 3,500 students). By the latter part of 2014, as a selected energy partner, Ameresco had also completed energy expenditure plans for Grossmont Union High School District (serving 13 high schools, a regional operational program and special education and adult services) and Steel Canyon Charter School (a charter high school in San Diego County), all funded by the Proposition 39 Program.

In 2015, Ameresco's experience with the Proposition 39 Program continues to expand. Ameresco has successfully implemented Phases 1-3 completing \$2.6 million in energy conservation projects at Chula Vista Elementary School District. Ameresco has also implemented Phase 1, a \$2.4 million energy conservation project at Lynwood Unified School District and is the process of developing Phase 2. We are also implementing energy savings performance contracts for Waugh School District, Round Valley

Joint Elementary School, Big Pine Unified School District, Bishop Unified School District, and Inyo County Office of Education. Additionally, Ameresco was selected as an energy partner and has signed contracts of agreement to provide energy expenditure plans and perform implementation at Orange Unified School District, and Rialto Unified School District.

Ameresco specializes in reducing energy consumption and funding facility upgrades and improvements using guaranteed energy savings. We offer experience, expertise, and knowledge of the unique opportunities that support fiscal responsibility; renew asset infrastructure; reduce facilities' environmental impacts; and provide healthier, more comfortable and safer working and learning environments.

While the basic concept of an energy saving performance contract (ESPC) is the same from one ESCO to another, an ESCO's individual approach to energy audits, equipment selection, self-performance of energy conservation measures (ECMs), and many other factors differ markedly and can have a major impact on the client's returns on investment. Ameresco's general approach to delivering an ESPC is centered upon working closely with all project stakeholders to collaboratively develop solutions that meet the client's unique operational and financial goals. We will use our expert engineering and technical capabilities to provide co-authored comprehensive solutions that maximize value—ensuring that the **maximum reduction in operating costs for the lowest possible cost** is delivered.

Our project teams are onsite, local, empowered and encouraged to make all site-specific decisions on every aspect of project performance. Ameresco manages and conducts the Preliminary Energy Assessment, Investment Grade Audit, project development, commissioning, and M&V using in-house resources. Because our experts are best qualified to establish the potential projects for our clients and understand how to mitigate the risks inherent to this industry, project/construction management is a key core competency of Ameresco Inc. Subcontractors conduct the installation of the energy conservation measures identified and developed by the Ameresco team. In some cases, third-party design firms may be used to develop final plans and specifications for complex mechanical and electrical retrofits and building envelope upgrades. Project subcontractors will be selected in accordance with Ameresco's established subcontractor selection procedure, which includes District approval.

### Comprehensive Project Approach

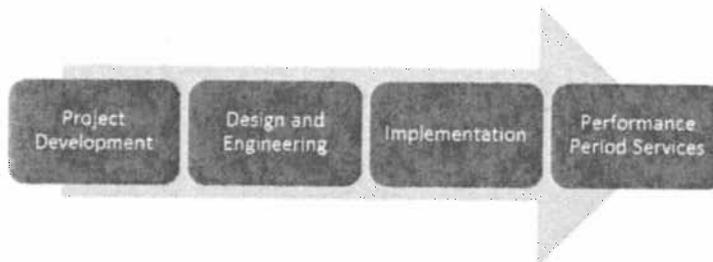


Figure 3.1. Long-Term Energy Solutions Partnership Commitment

> Phase I: Project Development

Step 1: Client Needs Identification

At the inception of the project, Ameresco will first partner with the District's staff to understand the specific goals and objectives of the program, including fiscal, operational, sustainability and social purposes that are most fundamentally driving the program. The final project will then be developed with the specific goals and priorities as the forefront of the design and implementation processes. In this way, the mutually-agreed upon solution will most effectively maximize value to ensure the greatest reduction in operating costs is achieved in the long-term.

Step 2: Field Data Acquisition (Facility Surveys)

Once project goals are thoroughly understood, Ameresco engineers gather data on utility rates, historical consumption and facilities. This information provides the foundation needed to evaluate the technological and economic feasibility of various ECMs and provides insight into the greatest energy and cost savings opportunities. Ameresco's engineers are quickly able to evaluate the feasibility of various ECMs, based on factors including utility rate structures, existing equipment and controls, annual operating parameters, and the age and condition of the building envelope. Engineers contributing to the preliminary utility assessment will also be assigned to complete the detailed Investment Grade Audit (IGA) / Energy Expenditure Plan, (EEP). To gain an accurate picture of existing conditions at the District's facilities, Ameresco will:

1. Perform on-site surveys with in-house project designers and engineer(s). Our staff members hold all the appropriate industry credentials, including PEs, CEMs, and CEAs, among others
2. Interview the District's facility/maintenance director and staff, administration, and any other stakeholders
3. Understand the District's commitment to the ENERGY STAR program and other sustainability and environmental metrics, so that these efforts can be included in the final project (if applicable)
4. Analyze the recent utility data provided by the District to evaluate operation schedules, utility demand and usage, rate structures, and areas of excessive energy and/or water use
5. Understand the District's perspective on current carbon footprint and the potential value of reducing and tracking of its current and future carbon emissions
6. Review recent operational and capital expenditures by the District to determine areas that may require further investigation
7. Update and/or review any previous energy audits or feasibility studies recently conducted by/for the District
8. Review as-built drawings for existing buildings
9. Analyze any available submeter data

Step 3: Energy and Water Modeling and Analysis

Information gathered during the field data acquisition is analyzed at this step and individual ECMs are specified. The savings potential of each ECM is determined and preliminary energy baselines are established.

In a parallel effort, the cost estimating for all of the identified ECMs is begun using a combination of contractor quotes and pricing databases. The ECMs are then subjected to further analysis, resulting in conceptual design, firm savings and implementation price. The individuals involved in the data gathering and evaluations perform the majority of the analyses. Our in-house SPMs are also heavily involved in the cost estimating. The task of verifying and approving project implementation costs at this project development stage will typically be the responsibility of Ameresco's Director of Construction.

> **Non-Construction Related Energy Conservation Strategies**

Ameresco will evaluate for additional non-construction strategies such as trash compaction, power quality, electrical distribution, load management, and demand response technologies. Additionally, Ameresco can work with clients to improve fleet operations to reduce reliance on fossil fuels and enhance vehicle efficiency. In one common solution for clients with bus systems, Ameresco will install nitrogen tire fill stations to fill tires with nitrogen instead of oxygen. Because nitrogen filled tires lose pressure far less quickly than oxygen, tire life is extended, gas mileage improves (typically between three and ten percent), and maintenance time to inflate tires is reduced. In other cases, Ameresco has provided clients with solar powered or electric golf carts to reduce or eliminate fossil fuel emissions.

Together, we will provide a comprehensive strategy that advances the District's unique goals while providing a positive cash flow and creating a safer and more comfortable environment for the students, faculty, staff and other building constituents. Ameresco provides all of the services required to develop and deliver energy and operational cost reductions and will provide technical training on newly installed systems and equipment, as well as non-technical training such as energy policy development, occupant awareness programs and educational enhancement programs.

**Step 4: Financial Modeling**

The financial analysis will incorporate the cost and savings developed in the third step into the appropriate financial model(s) for the project. These models incorporate requests from the District and applicable interest rates and terms to produce a financial scenario that supports the required investment and debt service.

**Step 5: Financial Grade Audit**

While the goal of the preliminary energy assessment is to identify the potential opportunity and the ability to finance an Energy Savings Performance Contract, (ESPC), the detailed Investment Grade Audit (IGA) / Energy Expenditure Plan, (EEP) serves to more firmly define the scope of work and final cost. The IGA / EEP is a much deeper dive into the costs and savings associated with the project to ensure that Ameresco has an accurate and complete understanding of all of the impacts associated with the project.

**Step 6: Permanent Financing**

Ameresco has sourced and raised more than \$1.8 billion of project financing over the past 15 years, from various lending sources including John Hancock, Bayerische Landesbank, Bank of America, Capital One, Chase Bank, Crews and Associates, Union Bank and several other financial institutions. Using existing cash resources, cash flows from Ameresco's operating activities, and access to credit through

multiple lending relationships, Ameresco has the resources necessary to develop, implement and finance the customer's potential energy projects.

Once there is agreement between the District and Ameresco on the ECMs that will be included in the project, the project can then be released to the financing community. This will ensure that the District secures the lowest interest rate for its loan. Our finance team works throughout the detailed IGA/EEP process to facilitate an easy transition from audit to construction with minimal lag time and disruption. Ameresco personnel have assisted in the financing related to a variety of ESPCs using vehicles such as:

- Tax-exempt lease financing
- Off-balance, pay-from-savings financing
- Installment payment financing

Based on the District's needs and objectives, a selection will be made from a variety of financing options that will be supported by Ameresco's savings projections, insuring that payments will be made from the savings of the project.

> **Rebates and Incentives**

Ameresco is dedicated to continually working with public utilities; local, state, and federal agencies; and other pertinent organizations to keep abreast of the latest incentive program offerings and guidelines to help maximize the amount of additional funding clients can receive in support of their energy projects. The in-house structured finance team will work closely with project developers to ensure the final solution meets all incentive requirements from local, state and federal sources. Ameresco's specific rebate responsibilities include:

- Assemble the production-based or prescriptive incentive applications
- Submit applications to the pertinent agency on behalf of the District
- Schedule and conduct all pre- and post-construction site inspections required by the utility
- Follow-through with any required reporting and analysis necessary to secure all available rebates, including the processing of rebate-related documents during system installation and commissioning
- Provision of ongoing monitoring and verification services and required documentation in order to access rebate funds earmarked for the relevant project

Project developers in each region have experience working with all local utility companies to secure rebates. Throughout the course of a project, Ameresco will continue to look for additional rebate and incentive opportunities on behalf of the District. Examples of this experience includes:

- **Chula Vista Elementary School District (CA):** Over the past 19 years, staff has assisted CVESD in securing more than \$2,600,000 in Proposition 39 funding, \$17 Million in QZABs (Qualified Zone Academy Bonds) as well as more than \$750,000 in utility rebates. These additional funding

sources have helped CVESD build a new school, address deferred maintenance issues and improve energy efficiency in their schools, while also saving the district millions of dollars in utility and operating costs.

- **Lynwood Unified School District (CA):** Received \$2,378,863 from Proposition 39, a funding source created by California taxpayers to address deferred maintenance issues and improve energy efficiency in California schools
- **Inyo County School Districts (CA):** Received close to \$1,000,000 from Proposition 39 funding and more than \$90,000 in utility rebates.
- **Arizona State University (AZ):** Procured a total of \$52,000,000 in utility rebates since 1999 which has supported a total project value in excess of \$258.9 million
- **Cave Creek Unified School District (AZ):** Secured \$473,785 in utility rebates
- **Marana Unified School District (AZ):** Secured \$392,000 in utility rebates
- **Camp Verde Unified School District (AZ):** Secured \$102,285 in utility rebates for the energy conservation project and \$121,563 Production Based Incentives (PBI) annually for 15 years in support of the solar PV project
- **Douglas County School District (NV):** Secured \$144,910 in utility rebates
- **University Medical Center of Southern Nevada (NV):** Received \$60,041 from the NV Energy SureBet program and \$50,000 from Southwest Gas to fund the financial grade operational audit (FGOA)<sup>1</sup>
- **Lyon County School District (NV):** Received \$53,578 from the NV Energy SureBet Program and \$50,000 from Southwest Gas to fund the FGOA
- **City of Reno (NV):** Funded through a combination of federal grants and bonds and utility rebates, this project was the first instance in the nation where a major municipality successfully integrated American Recovery and Reinvestment Act funds with rebates to create a fully self-funded project. Energy and operational savings exceeding \$1.1 million annually will be used to pay off the bonds, making no impact on the City's general fund.<sup>2</sup>

<sup>1</sup> A financial grade operational audit (FGOA) is the same in form and function as a technical energy audit.

<sup>2</sup> The City of Reno project was financed via American Recovery and Reinvestment Act funds in the form of federal Clean Renewable Energy Bonds (\$4,400,000), Recovery Zone Economic Development Bonds (\$9,936,317), and Qualified Energy Conservation Bonds (\$2,261,645). Additionally, Reno received a federal Energy Efficiency and Conservation Block Grant (\$2,142,800) and utility incentives including \$156,400 for wind generation, \$1,608,660 for solar generation, and \$263,592 in NV Energy SureBet funds. In total, Ameresco secured \$4,171,452 in grants and rebates on behalf of the City of Reno for the project.

### Step 7: Contract Execution

During this step, the final detailed IGA/EEP report is presented to the District. This report will include a detailed description of the scope of work, energy calculations, M&V protocols, financing terms and conditions, and facilities to be upgraded.

The resultant Energy Services Performance Contract (ESPC) will ensure that the District's facilities will be upgraded, occupants' health and safety improved, and sustainability goals advanced with little or no up-front capital expenditure. The identified energy savings will pay for the project, reduce operating costs, and allow the District to leverage its finite resources to provide more improvements or allocate the savings towards other priorities.

#### > Phase II: Design and Engineering

##### Step 1: Detailed ECM Design

At this step, Ameresco's experienced project developers will complete the conceptual designs. The Ameresco engineering team will be in charge of the design and engineering work and will ensure that any intermediate design submittals are prepared for the District's review in a timely fashion.

##### Step 2: Equipment Specification

The final equipment selections, subject to the District's approval, will ensure that the equipment performance and energy savings will be achieved and sustained for the full contract term.

##### Step 3: Submittals, Construction Schedule, Client Approval

Following the District's final review and approval of submittals, the submittals will become formal project documents. The equipment and materials will be installed in accordance with these plans, drawings, schedules and specifications. All submittals are prepared by Ameresco's professional engineering staff, or reviewed in the event that consultants supplemented the firm's in-house resources. A construction schedule will also be included in the submittals.

#### > Phase III: Implementation – Construction and Project Management

##### Step 1: Implementation, Customer Coordination, Pre-Construction Meetings

Once the District has reviewed and approved all of the final submittals and issued a Notice to Proceed, pre-construction meetings can be held. At these meetings, site personnel and Ameresco's SPM will confirm all of the details needed to ensure smooth implementation of the improvements at each facility including any and all site safety, security, background checks and badging requirements.

The SPM is responsible for the successful construction of the project, on schedule and within budget. Two critical roles that Ameresco's SPM fulfills are **customer service** and **quality assurance**. This staff member will ensure a smooth and well-coordinated implementation that minimizes any impact on the District's personnel, operating mission and building constituents.

As is standard practice in all Ameresco's construction efforts, the SPM reports directly to Ameresco's Director of Construction, who retains ultimate responsibility for all implementation period activities. These activities include, but are not limited to, oversight of procurement and subcontracting, construction budgets and cost control, DSA approval, (if required) installation progress, completion,

training, commissioning, project close, and ensuring a smooth transition into the long-term performance period.

#### Step 2: Equipment Procurement

The procurement process begins as soon as Ameresco has received the Notice to Proceed. Any equipment and materials that Ameresco will furnish for installation will be purchased in a timely manner in order to be available for the coordinated construction efforts. The SPM will be responsible for procurement logistics to ensure that all of the equipment and materials meet contract specifications and that procurement is accomplished in the most cost-effective manner possible. Ameresco's national footprint and equipment purchasing volumes are leveraged to ensure our clients receive the best value while meeting optimal performance levels. Competitive procurement solicitations are the favored and typical means of ensuring cost-effectiveness while maintaining best value.

#### Step 3: Subcontract Solicitations/Executions

Similar to Ameresco's material procurement practice, the primary focus is on the proven track record and capabilities of the firms hired to perform work throughout the District's facilities, whether it is installation labor only or complete turnkey service. All subcontractors must be able to accomplish the specified work on time within the budget.

Ameresco maintains detailed subcontracting procedures that help reduce the financial and legal risks associated with subcontracting. By using standard subcontracting documents, internal review and authorization procedures, holding retainage through completion (including punch-list), requiring the District's review and sign-off on subcontracted work during the construction period, and compensating our subcontractors in a timely manner, Ameresco is well-equipped to manage the inherent risks associated with subcontracting. In this manner, Ameresco assumes all of the performance and liability risks of its subcontractors; thereby, the District is sheltered from those same risks.

Any time that Ameresco uses a subcontractor to perform a service required by the contract or to supply materials and supplies for use on the contract, we will ensure that the subcontractor performs to the same standards and meets the same requirements that we are required to meet, including any project-specific response times as defined by the District. We assume all of the performance and liability risks of our subcontractors: The District will never be responsible for additional costs, poor performance, or other risks associated with multiple vendors.

#### Step 4: ECM Construction

As noted previously, two critical responsibilities that the Senior Project Manager assumes are quality assurance and client satisfaction. To fulfill the quality assurance responsibilities, Ameresco's SPM must ensure that equipment and materials meet the contract specifications and all work is accomplished in a timely and professional manner. To fulfill the service responsibilities, Ameresco's SPM will oversee all subcontractor and supply vendor activities to ensure minimal disruption. He will also serve as the primary point of contact throughout the implementation phase. All issues or concerns that arise will be addressed immediately and resolved to the District's satisfaction. Any support that Ameresco's SPM

requires to accomplish this level of service will be readily available, and efforts can be supplemented as needed from the reservoir of nationwide talent on Ameresco's staff.

> **Commitment to Project Safety**

Ameresco's SPM also serves as the project safety officer and is responsible for a safe environment for all tradesmen and facility occupants. This staff member will oversee construction-related activities to ensure compliance with all applicable OSHA, DSA or any other state and local codes and/or regulations.

All phases of project design, implementation, and long-term performance monitoring and O&M services are achieved with safety as our number one focus. At 0.63, Ameresco's Experience Modification Rating (EMR) is one of the best in the industry. No financial goal, work task, client deliverable, or schedule demand is worth an injury or environmental compromise. It is the responsibility of every Ameresco employee, supplier, contractor, partner, and vendor to strive at all times and on every work assignment to work safely and in an environmentally responsible fashion. In fact, Ameresco considers good health, safety, and environmental performance as a fundamental element of providing industry-leading comprehensive energy solutions on behalf of our clients.

Because of Ameresco's commitment to safety and strong safety record, Ameresco recently received the **National Safety Council's (NSC) Occupational Safety Excellence Achievement Award**. This award is given to organizations whose lost workday incident rate is equal to or less than 50 percent of the BLS rating. We have also received the **NSC's Industry Leader Award** for our industry-leading safety record. Additionally, our projects at the Portsmouth U.S. Naval Shipyard received the **Navy Star Safety Awards** for our outstanding safety record on an ongoing, multi-phase energy conservation and renewable energy project.

Step 5: Commissioning and Retrocommissioning (RCx), Testing, Client Acceptance

When the installation of an ECM, a whole facility, or logical grouping of ECMs is completed satisfactorily, Ameresco staff and the installation contractor will commission and test the systems in accordance with the detailed plan described in the ECM write-ups in the detailed IGA/EEP. Additionally, project developers will investigate retro-commissioning to ensure systems are operating to best meet current building requirements.

The development and design engineering staff responsible for the conception and finalization of these measures will also assist in the commissioning phase. The District's facilities and maintenance staff will be invited to the commissioning events to ensure their complete understanding of the new equipment and recently installed systems. Ameresco's Regional Energy Manager will also be intimately involved in this process as part of his responsibility for long-term M&V activities.

The Commissioning Plan will include a Performance Testing and Commissioning Matrix and Design Intent by ECM. Additionally, the plan will include Acceptance Procedures and Documentation, as well as a Training Plan for the comprehensive energy performance contracting project implemented for the District.

> Phase IV: Performance Period Services

Step 1: Client Training

Training of District staff who will be involved in the long-term operation of the new equipment and system(s) is of paramount importance. A strong focus on energy savings strategies and maintenance schedules will be provided to those individuals. Because the SPM will be familiar with the newly installed equipment and systems, as well as the District's facilities and personnel, this staff member is the most appropriate candidate to supervise training efforts. By providing training in the proper O&M of the newly installed ECMs, both Ameresco and the District are assured of sustained performance of the equipment and persistency of energy and water savings.

Training typically commences during the commissioning phase when campus staff will first become acquainted with the new equipment and systems. Training will be conducted in a classroom setting and documented on video to train of new staff or provide refresher courses for existing employees. The basic format includes an introduction to the overall installation so all staff members understand the benefits of the equipment and systems. Each ECM will be explained in detail, including how to operate, maintain, and troubleshoot, as well as any possible interactions with existing equipment. Documentation will include review of O&M manuals, drawings, and equipment specification literature. A hands-on approach will be encouraged to facilitate understanding of all presented material. The training will emphasize the essential role that equipment users and operators play in energy conservation, as poorly maintained equipment will not perform as efficiently as possible, as well as experience more frequent breakdowns and a shortened useful service life.

Ameresco will make provisions with the District to conduct training sessions at remote sites, if needed. Informal training can also be provided throughout the contract term and may be accomplished in conjunction with an O&M contract.

Step 2: Optional Operation & Maintenance Services

The District shall retain full and complete authority over their equipment and facilities during the contract term. Therefore, the District may choose to perform the O&M internally and/or have the O&M performed by others at their discretion, provided all maintenance procedures meet or exceed the standards set forth in the contract. These standards shall be clear, concise and thoroughly documented as part of the training. O&M manuals will be submitted to the District upon commencement of the performance period services. In the event that the District deems it appropriate to accomplish the required O&M through a third party, these standards shall serve as a minimum level of service.

Step 3: Long-Term Measurement and Verification, Annual Reconciliation

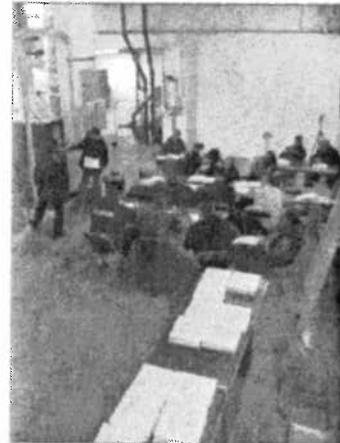
Long-term M&V services and annual reconciliation of performance and savings will be carried out in accordance with the site-specific M&V plan. The M&V plan presented in the IGA/EEP will be written in accordance with the International Performance Measurement and Verification Protocol (IPMVP), the industry-standard international guideline established to aid organizations understand M&V procedures and support standardization across the industry. The M&V Specialist will be instrumental in creating the M&V plans for the District's project and will finalize these plans as part of the detailed IGA/EEP process.

*RFP: Describe training programs available for district employees.*

Ameresco consistently receives high marks from its clients due, in part, to the outstanding service and training provided during construction and throughout the contract period. Careful attention is paid to the abilities and experience of the client's staff who will be involved in the training and long-term operation of the new equipment and systems. A strong focus on key energy savings strategies and maintenance schedules will be provided to the individuals participating in the training process. Training is separated into the categories of technical and non-technical training.

### *Technical Training*

Proper preventative and corrective maintenance on the newly installed ECMs can mean the difference between a project that exceeds projected savings and one that requires continuous issue resolution and extra staffing. To this end, Ameresco will provide a comprehensive training program to facilities' operation staff to ensure the energy program maximizes the District's investment for years to come. Further, we have found that encouraging a sense of ownership and accountability throughout an organization's staff acts as an efficiency multiplier over time.



*Technical training session for facilities personnel at the University of Chicago*

The technical training categories are for those groups with direct responsibility for the management, oversight, operation and maintenance of all energy systems and equipment within the client's facilities. Staff is trained on specific components and equipment, such as lighting, building controls, chillers and boilers, as well as how the overall project operates as a system. Training is often conducted at the time of commissioning, as this is one of the best opportunities to fully understand the sequence of operation of the equipment and to review the installation.

The senior project manager is responsible for developing and implementing the training program in collaboration with each client to ensure all needs and desires are achieved. Highlights of the training include:

- On-site training will be conducted at the client's facilities and will feature a hands-on approach to ensure adequate understanding of all materials presented. Training sessions will include a review of the overall installation and performance history so that each participant understands the benefits of the program.
- An overview of the energy system will be provided, as well as a more detailed examination of specific equipment and components.
- Documentation will include a review of the O&M manuals, drawings and equipment manufacturers' specification literature. Ameresco has extensive experience preparing training

manuals specific to the needs of our renewable and efficiency clients. The training class will use the O&M manuals as a primary textbook.

- Ongoing training will be conducted as needed throughout our relationship with the client. During day-to-day normal operations, questions may arise not discussed during the initial training process. Members of our staff will be available to address these questions to assure the continued success of the program.
- Operator training on new HVAC equipment like boilers and chillers will be provided by factory authorized technicians. Training conducted by the manufacture of specific equipment can include a formal certification process.
- Training is typically provided at the time of commissioning the ECMs as part of the construction costs. This training will be recorded for future use by the client. Ameresco can provide additional training services as part of the preventive maintenance or M&V services

### *Non-Technical Training*

Everyone who works for or within a facility can have an impact on the level of success of an energy conservation program. Therefore, training should be offered to the broadest possible range of facility groups and building occupants to the fullest extent possible. The following describes some of the types of non-technical training programs typically considered:

- **Energy Policy Development:** Ameresco works with its clients to evaluate the need for a facility - wide energy policy. A well-defined and effective energy policy provides goals, objectives, and management direction and leadership for all energy or sustainability-related activities and initiatives.
- **Occupant Awareness Program:** Ameresco will work with the institution to implement an outreach and awareness program to educate employees and citizens about the energy and water efficiency projects being conducted. Messaging will highlight the importance of energy and water conservation, as well as how building users and members of the public (as applicable) can contribute to the success of the project

## 4. Savings

a) *Describe the respondent's approach to projecting and proving energy savings.*

In order to establish baseline utility consumption, Ameresco requests the three most recent funding years of utility information, including water and sewer, electricity, and natural gas, as applicable. Alternately, the District can provide authorization to allow the utility providers to supply Ameresco with this information. The average use over the three-year period constitutes the “base year”.

When reviewing the three years of historical billing data, we check and physically identify utility meter numbers at the sites. Ameresco also verifies account numbers and other information on the bills. Ameresco screens monthly records for inconsistent readings and missing, erratic, or suspicious entries, and ensures that any major variations in consumption patterns or discrepancies in the monthly charges are explained.

To identify accurately the energy loads that ultimately constitute the baseline, Ameresco apportions the total energy usage appropriately for each different system within a facility (e.g., air conditioning, space heat, domestic hot water, lighting, etc.), and compares it to efficiency information on existing site equipment. This end-use analysis allows Ameresco to identify where the excessive energy consuming areas/systems are with a relatively high degree of accuracy, and to account for 100 percent of the facility's energy consumption. Site data and system performance measurements are used to calibrate the end-use model, and the final analysis is then reconciled to actual metered utility information.

This rigorously derived end-use analysis is then used to establish the actual loads that constitute the baseline(s). Instead of estimating most of the variables used to disaggregate total usage into the individual system loads, as many energy service companies do, Ameresco uses metered performance data obtained during the detailed energy audit. An appropriate variety and adequate quantity of short-term and long-term metering instruments are employed in the facility's energy consuming equipment/systems to provide an accurate picture of where energy is really being used. The results of these calculations will be presented in the IGA/EEP; back-up calculations will be provided for client review.

Ameresco understands that long-term metering during the audit is extremely important to get a true sense of how the systems react as a function of time. Simple multiplications of instantaneous meter readings/measurements, and (sometimes arbitrarily) assumed hours of operation rarely provide an accurate baseline estimate.

Ameresco will work closely with the District throughout this entire process to best understand how the facility is being operated. As part of the audit process Ameresco and the District will formally agree to the energy baseline in the EEP.

b) Describe the methodology, formulas and reporting of the savings and the associated LPMV/P option used to quantify savings.

> **Adjustments to Baseline Methodology**

As paid from savings projects, any adjustments made to the baseline must be transparent and clearly documented. Typical baseline adjustments made during the audit are for:

- Monthly consumption and/or cost where utility-recorded data is unreliable
- Compelling evidence of service deprivation (broken lighting fixtures, lack of hot water, etc.)
- Vacancy rates, if not indicative of post-retrofit patterns
- Areas of the development will be employed for different purposes pre- and post- retrofit

Adjustments of baselines must be performed during the performance period to account for heating degree days and billing days. Ameresco adjusts the weather-sensitive portion of the usage with daily weather data for each specific billing period.

Other adjustments are occasionally required during the performance period for equipment and operational changes made at a facility. Adjustments to the baseline are intended to account for changes that could adversely affect the ability to accurately measure savings. Any changes will be specifically documented in writing and mutually agreed to by the District and Ameresco prior to any adjustment that will impact the savings.

The District is responsible for notifying Ameresco of material changes that affect the energy baseline as established in the final ESPC. Ameresco will determine the effect that any such change will have on energy conservation savings and present a written analysis to the client of the effects of the changes.

Changes that are long-term or permanent will be reflected in a change to the energy baseline. Temporary changes that affect energy use will be calculated and added to the corresponding month's savings.

Such changes include, but are not limited to, the following:

- Changes in the manner or frequency of use of the facilities
- Changes in occupancy levels
- Changes in the amount of square footage served by any heating or cooling plant or other major system
- Changes in the hours of operation of any equipment contained in the facilities
- Changes in, additions or deletions of equipment utilizing fuel being monitored under this agreement

A sample calculation appears below which would adjust the baseline for changes in occupancy levels

$$[\text{Adjusted baseline}] = [\text{Baseline usage}] \times \{[\text{Current occupancy}] / [\text{Baseline occupancy}]\}$$

If the new occupancy level is 95 percent and the baseline occupancy level was 90 percent, the following formula would be used:

$$\text{Adjusted Baseline} = \text{Baseline Usage} \times (0.95 / 0.90), \text{ or } \text{Adjusted Baseline} = \text{Baseline Usage} \times 1.06$$

Unfortunately, it is not possible to produce a generic formula to account for every adjustment that could be encountered during the term of a project. Generally, adjustments reflect the “what if the system was operating like this in the base year” view. Therefore, it is crucial to establish the baseline conditions very clearly during the audit process in order to help identify the causes of any substandard ECM performance.

General effects of changes to baseline conditions on each of the four **International Performance Measurement and Verification Protocol (IPMVP)** options are as follows:

- **Option A** allows for the stipulation of many of the factors; therefore, minimal baseline adjustments are usually required. Consequentially, Option A can be easier and less expensive to implement.
- **Option B** involves metering techniques. Baseline performance data is not changed, but baseline-operating variables (primarily run time) can be changed by use of metered data obtained during the post-installation performance period.
- **Option C** is primarily based on a billing analysis. Unless adjustment factors are pre-defined in the M&V plan, arriving at a mutually agreed upon adjustment may be difficult. Buildings typically don't have sub metering systems that would be able to breakout the utility consumption for individual systems. Multiple adjustments may be required at one time, causing breakout of the individual adjustments to be nearly impossible.
- **Option D** is characterized by calibrated simulation, which can be easy or difficult to adjust, depending on the details of the calibrated simulation and the variables used in the calibration. If baseline adjustments are possible, no matter how unlikely, adjustment factors will be defined.

While the specific algorithms vary from measure to measure, they can all be broken down into usage before and after the installation of the energy savings measure. Sometimes the baseline usage is fixed, while in other cases the baseline is calculated based on the post-installation usage depending on the specific plan used to verify the performance of the measure. All specific protocols must be explained to and accepted by the client before project construction can begin.

e) *Provide a description of monitoring services after installation to ensure continued savings.*

> **M&V Methodology**

Ameresco will co-author the development of a detailed and comprehensive M&V plan with SYSD, including ongoing monitoring, to ensure actual ongoing savings are attained. This is a critical element of the Energy Services Performance Contract, (ESPC) because it provides the basis for the energy savings and debt-service payment, (if applicable). The specific M&V Plan will be submitted with the final IGA/EEP and will be included as a schedule in the ESA. The frequency of M&V reporting—quarterly, biannually, or annually—will be at the option of the District. All specific protocols must be explained to, and accepted by, the District before project construction can begin. M&V involves two essential components:

1. Verifying the ability of the project to generate all the projected and/or guaranteed savings
2. Measuring actual, periodic performance of the project against the established baseline(s)

While there are a variety of ways to accomplish the two primary M&V tasks, a critical prerequisite is to establish the aforementioned baseline(s). These baselines are developed from a rigorously derived end-use analyses, onsite measurements and historical energy consumption data. Techniques range from stipulating all factors affecting ECM performance to installing extensive, highly accurate metering systems. When deciding the appropriate level of sophistication for a particular plan, factors such as complexity of the measure, expected magnitude of savings from the measure, and the District's goals pertaining to the program.

The general approach to determining energy savings in these plans involves comparing the energy use associated with a facility or certain energy consuming systems within a facility before installation of the ECM (baseline) and after installation of the ECM (post-installation). In general:

$$\text{Energy Savings} = (\text{Baseline Energy Use}) - (\text{Post Installation Energy Use}).$$

The specific algorithms vary from measure to measure, but can all be broken down into baseline and post-installation usage. Sometimes the baseline usage is fixed, while in other cases the baseline is calculated based on the post-installation usage depending on the specific plan used to verify the performance of the measure. In an effort to aid agencies in gaining an understanding of M&V, the International Performance Measurement and Verification Protocol (IPMVP) was established. The IPMVP has four options (A, B, C and D) which meet the needs of a wide range of ECMs and provide industry-approved procedures for baseline development and post-retrofit M&V. These options are flexible and reflect the considerations previously mentioned.

> **Savings Guarantee Provisions**

As an integral part of an ESPC, Ameresco can guarantee a minimum level of savings, (energy and operational) over the full term of the contract, or a shorter term at the discretion of the District. Ameresco's guarantee provides assurance that the cash inflows from the project, which include both energy and operational cost savings, if applicable, will exceed the District's cash requirements for the

project, the lease payments and, if applicable and/or desired by the District, any on-going payments for the provision of O&M services. The District will retain actual annual energy cost savings that exceed Ameresco's guarantee.

Any O&M savings applied to the project will be stipulated between the two parties. Ameresco will provide detailed calculations and supporting documentation for any O&M savings to the District for review and approval in the IGA/EEP. Additionally, the guarantee can be structured to cover the annual M&V and maintenance costs.

If the guarantee option, is procured at any time during the contract term, should there be a shortfall in energy cost savings identified during the annual reconciliation and correction process; Ameresco will make a payment to the District in the full amount of the shortfall. Payments can be in the form of a check or a credit against future billings from Ameresco, at the District's option.

> **Prop 39 Energy Savings Reporting**

As part of the verification of energy savings, Ameresco will provide the final energy savings reporting services required by the Prop 39 program. This includes comparing the baseline year and 12 month post retrofit period utility level consumption and measure specific energy savings to demonstrate project success.

The Prop 39 program does not require a guarantee of the energy savings but if there are any discrepancies between the submitted EEP values, the utility level comparison, or measure specific savings values the District will need to be prepared to explain the differences. Ameresco will assist the District with developing the justifications for any savings shortfall, which may result from changes to weather, equipment operation, education programs, and number of school buildings.

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## 5. Additional Benefits and Value Added Elements

*Please describe any additional benefits that may result from ECM implementation and the respondent's added value elements in providing products/services for energy projects.*

Ameresco, Inc. (NYSE: AMRC) is a leading, independent full-service provider of comprehensive energy services including energy efficiency, infrastructure upgrades and renewable energy solutions for clients throughout North America. Ameresco's only business is energy, from energy and water conservation to renewable energy project development. Ameresco specializes in funding energy and infrastructure improvements by identifying and leveraging a multitude of funding sources including but not limited to verifiable energy and operational savings, grants, incentives, 0% or low cost loan programs, etc.

Since Ameresco's inception in 2000, we have designed and implemented over \$5 billion in energy projects. Over the past five years, we have completed over \$2.4 billion in energy projects for K-12 public and private schools, cities and counties, higher education institutions, the federal government, state agencies, commercial and industrial clients, and non-profit organizations throughout North America. With over 1,050 employees and 70 offices, we have emerged as the industry's leader in developing turnkey energy solutions for Energy Saving Performance Contracting (ESPC) and renewable solutions.

Most of Ameresco's projects have been installed on active K-12 and higher education campuses, government owned or operated properties, or other high profile sites that operate 24 hours a day, 7 days a week. These locations require extensive coordination efforts between numerous stakeholders, including site administration, facilities, and operations personnel and permitting agencies to ensure that normal business operations are not interrupted.

Ameresco is excited about the opportunity to partner with SYSD to deliver a project that will demonstrate innovation, leadership in environmental conscientiousness and fiscal responsibility. Together, we will provide a comprehensive strategy that advances the District's unique goals while providing a positive cash flow and creating a safer and more comfortable environment for the students, staff, administration and the community. Throughout each phase of the performance contract, the District will benefit from the following qualifications and capabilities:

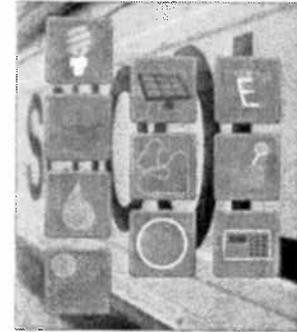
- **Comprehensive demand and supply-side solutions.** Because of Ameresco's position as an independent energy service provider, we have emerged as the industry leader in developing "turnkey" energy solutions. If selected, we will collaboratively work with the District to develop a comprehensive energy performance contract that will greatly enhance the environment, as well as provide savings for years to come.
- **At Ameresco, we have structured our business and our approach to identify and mitigate any technical and financial risks for the benefit of the client.**

- With one of the lowest Experience Modification Rates in the industry, Ameresco takes workplace safety seriously. We require all project members, including subcontractors, to formally sign-off on our Corporate Safety Manual.
- Ameresco strictly follows the International Performance Measurement and Verification Protocol (IPMVP).
- Ameresco is consistently recognized by clients for its comprehensive training program. We pay careful attention to the abilities and experience of the client's staff who will be involved in operating the new equipment and systems to ensure the client's savings are maximized over the long-term.
- Ameresco fully guarantees the project savings, and savings that exceed our guarantee will be retained by the District; it will not be allocated to shortfalls in other years. Savings that begin to accumulate throughout the construction period will be retained by the District and not counted towards future savings guarantees.
- Our approach helps to mitigate risks by our guaranteed fixed project cost, with no change orders.
- Our project teams are onsite, empowered, and encouraged to make all local site-specific decisions.
- As a vendor-neutral energy services company, our projects are never influenced by the sale of equipment or systems or ties with installation subcontractors.
- Vast experience in public outreach. Ameresco provides a comprehensive marketing program to promote the vision, responsibility and environmental leadership of our clients. We work to bring the client's message of financial responsibility and environmental stewardship outside of the facilities department and into the larger community to maximize the project's value to all stakeholders.

While the basic concept of an energy saving performance contract (ESPC) is the same from one ESCO to another, an ESCO's individual approach to energy audits, equipment selection, self-performance of energy conservation measures (ECMs), and many other factors differ markedly and can have a major impact on client' returns on investment. Ameresco's general approach to delivering an ESPC is centered upon working closely with all project stakeholders to collaboratively develop solutions that meet the client's unique operational and financial goals. We will use our expert engineering and technical capabilities to provide co-authored comprehensive solutions that maximize value—ensuring that the maximum reduction in operating costs for the lowest possible cost is delivered.

## Unmatched Reputation with K-12 School Districts

As the largest provider of energy services to school districts in North America, Ameresco has engineered, constructed and/or provided guaranteed services for over \$1.2 billion ESPC projects for more than 450 school districts throughout North America—\$510 million of which has been contracted since 2009—we have a demonstrated history of long-term stability and unmatched integrity in the K-12 market sector. Over the course of our history, we have saved approximately 500,000,000 kWh on behalf of our K-12 clients.



In addition, we manage approximately 16,000 data points across 635 sites for both monthly and hourly utility data for Chicago Public Schools via our Energy Enterprise Management energy information suite.

### > Large School Districts

Large school districts with multiples sites and buildings often have significant opportunities for energy savings, while providing a unique set of criteria that must be taken into consideration during project development. Often with high square footages across multiple campuses and buildings, project developers will pay close attention to create an accurate baseline for each utility type. Ameresco has extensive experience performing energy rate analyses and establishing baselines for multisite organizations with potentially complex tariff structures, such as large school districts. For example, our project at McAllen ISD in Texas had 222 electric meters served by two different electric companies and billed under five different tariffs.

Some of the largest school districts in the United States have benefitted from our services, including Jefferson (KY) School District (26<sup>th</sup> largest), Virginia (VA) Beach School District (42<sup>nd</sup>), Washoe County (NV) School District (66<sup>th</sup>), and Anchorage (AK) School District (89<sup>th</sup>).

### > Small/Rural School Districts

Ameresco is well-accustomed to providing energy solutions to small and/or rural school districts. With a footprint that spans nationally, we have learned the challenges and opportunities that small and rural school districts present for energy savings performance contracts. In such locales, school districts and facilities typically serve as a focal point of the entire communities. As just one example, auditoriums and gymnasiums serve as places of community gathering after school hours, on weekends and holidays. During the energy audit, project developers will ensure these types of activities are accounted for when determining baseline energy usage and recommending standards of operation (i.e., hours of operation, temperature setpoints, etc.). Furthermore, the project will be developed to maximize the economic benefits to the entire community by using local subcontractors and vendors whenever possible.

## Best Value

Ameresco provides a comprehensive approach to developing and managing resource conservation projects that is designed to ensure that we deliver the maximum value for the lowest possible cost. With in-house resources, Ameresco manages development, project and construction implementation and

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commissioning. Because our indirect costs are lower, we can help the client implement more energy-saving measures upgrades. In addition, we leverage our procurement alliances and national footprint to insure our clients secure the most competitive pricing for all major equipment and systems.

We also train the client's staff on the newly implemented energy saving measures and encourage behavioral modifications and community engagement to enhance resource conservation, drive additional savings, and increase overall project satisfaction.

As a vendor-neutral ESCO, once the final scope of an energy cost reduction project has been finalized, equipment will be specified based on overall cost and performance to ensure that the level of savings will be achieved and sustained through the full contract term.

> Unique Differentiators

Fast-Tracked Project Implementation

We have experience in implementing ESPC projects from audit to construction contract with speed to meet our client's immediate schedule needs. For example:

- Chula Vista Elementary School District, California: 48 facilities totaling more than 2,649,220 square feet; Three Phases: \$2.6 million total contracts
  - Audit Contract: May 8, 2013
  - Audit Complete: November 17, 2013
  - Construction Contract Phase 1: : April 9, 2014
  - Construction Phase 1 Completion: August 4, 2014
  - Construction Contract Phase 2: : October 28, 2014
  - Construction Phase 2 Completion: July 13, 2015
  - Construction Contract Phase 3: : May 27, 2015
  - Construction Phase 3 Completion: July 13, 2015
  -
  
- McAllen Independent School District, Texas: 39 facilities totaling 3,431,407 square feet; \$17.4 million contract
  - Audit Contract: April 25, 2011
  - Final Audit: October 17, 2011
  - Construction Contract: November 14, 2011
  - Construction Completion: Second quarter 2013

Local Engagement / Local Subcontractors (qualified and approved by the client)

Ameresco recognizes the importance of engaging local contractors, vendors, and energy efficiency experts in its utility conservation projects. As stewards of the taxpayers' dollars, each public client has the obligation to enhance the local economy; as a trusted and long-term partner, Ameresco is committed to advancing that same goal. For this reason, Ameresco will work with the District to hire local subcontractors for the appropriate elements of the design and delivery process. Local subcontractors have a vested interest in the success of the project, relationships that can be leveraged in support of the project, and an intimate knowledge of the context in which they are working.

Examples of Ameresco's commitment to local subcontractors and vendor involvement include:

- 100% of direct project costs were awarded to local subcontractors for the Prop 39 work at Lynwood Unified School District in Lynwood, California.
- 80% of direct project costs were awarded to local subcontractors for all phases of the Prop 39 work at Chula Vista Elementary School District in San Diego, California.
- 100% of direct project costs were kept within Inyo County for the Prop 39 work at the four Inyo County School District energy conservation projects in Inyo County, California.
- 100% of direct project costs were awarded to local contractors for all phases of the Prop 39 work at Walnut Creek School District in Walnut Creek, California.
- 65% percent of direct project costs were kept within the San Francisco Bay area for a \$41.5 million performance contract for the San Francisco Housing Authority (SFHA). The project provided approximately 100 additional jobs to San Francisco, including 30 percent MWBE participation and 25 percent community resident hires.

Ameresco's general approach to delivering an energy performance contract is centered upon working closely with all project stakeholders to collaboratively develop solutions that meet the District's unique operational and financial goals. We will use our expert engineering and technical capabilities to provide co-authored comprehensive solutions that maximize value—ensuring that the maximum reduction in operating costs for the best-value.

**Grant Opportunities:** In addition to Ameresco's ability to successfully deliver Proposition 39 energy projects and clean on-site energy generation projects, our team has the capacity to identify additional incentives and grant opportunities from federal, state and local grant-makers allowing for innovative approaches to funding the District's programmatic and facility needs. We can assist SYSD through the complex process of applying for competitive grants.

**Local Presence:** With 70 offices located throughout North America, including 5 in California, Ameresco has significant expertise working on permitting and managing items related to ESPC and renewable energy development and implementation in nearly every corner of the nation. We maintain a staff dedicated to researching applicable incentive opportunities available at the local, state and federal levels. We consistently uncover grant and rebate opportunities for our clients, and work in collaboration to write and submit successful applications.

**Vendor Neutrality:** As a vendor-neutral ESCO, a partnership with Ameresco produces an unbiased, value-based program to address facility-wide needs. Ameresco is neither affiliated with nor a subsidiary of any equipment manufacturers, system manufacturers or installation contractors. Our energy projects are never influenced by the sale of equipment or systems or ties with installation subcontractors.

**Renewable Energy:** With over 300 MW in renewable energy experience, Ameresco has emerged as the industry's leader in developing turn-key, design-build energy solutions including solar photovoltaic, solar thermal, landfill gas-to-energy, biomass, biogas, geothermal, and cogeneration. Ameresco has the expertise to design and install on- and off-grid renewable energy systems of nearly any size or scope.

Furthermore, Ameresco can develop and finance renewable systems with no up-front capital cost, as well as own, operate and maintain the project with a portion of the energy cost savings as payment.

**More Savings Per Dollar Invested:** While the basic concept of an ESPC is the same from one ESCO to another, an ESCO's individual approach to energy audits, equipment selection, self-performance of ECMs, and many other factors differ markedly and can have a major impact on a client's return on investment. One way to identify quantifiable impacts of these differing approaches is to analyze data accumulated from public records for ESPC projects developed through a standardized competitive process over a defined period of time.

Ameresco was able to conduct such an analysis in the State of Washington. Several factual conclusions were obtained from this study. In comparison with ESPC projects performed by other ESCOs, the Ameresco ESPC projects delivered two striking differences: more energy savings per client dollar invested and more utility incentives as a percentage of total project cost.

### **Sustainability Education**

Ameresco has been a strong advocate of energy education since our company's inception. Ameresco's Better Schools Partnership Program uses both pure and applied research to work collaboratively with school districts and academic and facility staff to align, implement, and monitor school renewal resources to enhance teaching and learning environments while creating energy-efficient schools. As part of this program, Ameresco can train school faculty to educate their students on behavior modification that can dramatically reduce energy use. The program focuses on two core areas of building utility consumption building operator practices and building occupant behaviors. By offering technical and professional expertise in these core areas, Ameresco can further increase a district's building efficiency and generate additional savings for its schools.

Ameresco is dedicated to not only promoting energy efficiency and conservation in facilities, but also to the education and responsible environmental stewardship of young people. Ameresco's industry-leading program for K-12 works directly with students, educators, schools and school districts to establish customized sustainability projects and programs. These projects are designed to further reduce utility costs, generate greater interest in the importance of facility improvements and teach students the importance and potentials of environmentalism and sustainability. In addition, the program offers unique educational enhancements in math and science by providing students with opportunities to explore renewable energy, participate in technical levels of energy efficiency, and gain valuable experience in the green jobs industry. Ameresco has been instrumental in drafting curricula and implementing education programs nationwide and employs full-time energy educators that are assigned to projects on a case-by-case basis.

Ameresco strives to enhance the learning and teaching of science, technology, engineering and mathematics (STEM) programs. As we work to advance the educational experience for K-12 students, it is our hope to integrate various aspects of our projects such as engineering, economics, finance and environmental stewardship into various curriculums as school districts see fit. The STEM program helps to foster an interest in energy education, prepare the students for the greater demands of college-level

study and help them adjust to campus life. Ameresco's main objectives in incorporating our energy efficiency and renewable energy projects into these programs are to:

- Prepare students to enter and succeed in science, technology, mathematics and engineering majors at 4-year colleges or universities
- Develop students' abstract reasoning and problem solving skills
- Expand students' skills in working effectively with individuals and with groups of people to motivate collaborative action
- Develop students' capacity to use information technology in diverse creative ways
- Develop a student's understanding that change can happen locally and he or she can help make a difference in the future of the community and world

We can tailor an education enhancement program that will parallel our partnership in the implementation of any energy savings program. For example, at several of our districts nationally, student volunteers serving on a student board have had the opportunity to work alongside Ameresco's sustainability program, which is designed to actively engage students in environmental learning and action-planning of projects within their own schools. The core of these projects is behavioral-based energy, water and waste conservation campaigns. Ultimately, Ameresco will help empower the student board to truly take the initiative as leaders of this program by encouraging them to work with other students, faculty, custodial staff and community members together making their school and community more sustainable.

Ameresco has provided scholarships to graduating seniors selected by our partner school districts, to students pursuing their education in the fields of engineering or an energy related field. For example, we awarded a total of nine scholarships to 2012 graduating seniors at McAllen ISD in Texas and Lyon County School District in Nevada, and an additional four scholarships to 2013 seniors at McAllen ISD. Ameresco has worked with many other districts nationwide to award similar scholarships.

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**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 22, 2015

**FROM:** Julio Fonseca, Ed.D  
Superintendent

**SCHOOL/DEPARTMENT:** Business Services  
Arturo Sanchez Macias, Chief Operations Officer

**AGENDA ITEM:** ELLA SOUTH BAY MAGAZINE INC. AGREEMENT

**BACKGROUND INFORMATION:**

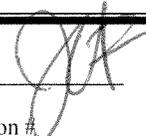
The District is looking to promote the successes of its students and improve the image of the District by advertising within the community and surrounding areas and will serve as a parent communication tool. Ella South Bay Magazine Inc. (Ella) is able to provide advertisement services and has provided a sample run of what the published outcome will look like. The District would like to retain the services of Ella South Bay Magazine Inc. from October 23, 2015 to October 31, 2016 at a per issue price of \$2,600.

**RECOMMENDATION:**

Approve the agreement with Ella South Bay Magazine Inc. from October 23, 2015 to October 31, 2016 in the estimated amount of \$31,200.

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Renewal     New     Amendment     Ratify     Other

**Business Services Reviewed:** 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes     No

Yes     No

\$31,200

(Amount)

Supplemental & Concentration Funds

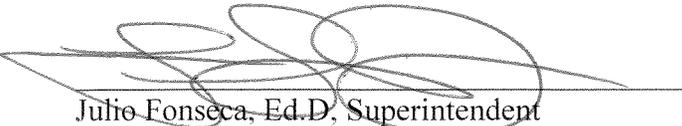
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D, Superintendent  
Secretary to the Board

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 23rd day of October 2015, by and between the San Ysidro School District, hereinafter called the "District", and

Ella South Bay Magazine Inc.

Company/Consultant

(619) 840-7722

Telephone Number

2448 Eagle Valley Drive, Chula Vista, CA 91914

Address

Email

hereinafter referred to as "Consultant."

### 1 SCOPE AND TERMS

#### 1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

#### 1.2 TERM

Initial Term:

From: October 23, 2015

To: October 22, 2016

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

## 2 FEES AND PAYMENTS

### 2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

### 2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

## 3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

## 4 RESPONSIBILITIES OF CONSULTANT

### 4.1 ORGANIZATION

Consultant shall assign Company Contract as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

### 4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

### 4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

### 4.4 INDEPENDENT CONTRACTOR & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall

at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

#### 4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

#### 4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

#### 4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

(a) Minimum Scope. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, edition date 12/04)*; (2) *Automobile Liability - Insurance Services Office Business Auto Coverage form number CA 0001 (edition date 12/04), code 1 (any auto)*; (3) *Workers' Compensation and Employers' Liability Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance*; and (4) *Professional Liability - Coverage which is appropriate to the Consultant's profession, or that of its consultants*.

(b) Minimum Limits. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall be twice the required occurrence limit. (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(c) Insurance Endorsements – the insurance policies shall contain the following provisions:

*General Liability* – The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

*Automobile Liability* – The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the

Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

*Workers Compensation and Employers Liability Coverage* – The insured shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

*Professional Liability* – Consultant and its sub-consultants and subcontractors shall procure and maintain errors and omissions liability insurance with limits discussed in the Section.

(d) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced in limits by endorsement or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any of the described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and (B) any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(e) A Separation of Insured's; No Special Limitations. All insurance required by this Section, except professional liability insurance, shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(f) Acceptability of Insurers. With the exception of Workers' compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-VII, which are authorized to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(g) Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the insurer.

## 5 GENERAL PROVISIONS

### 5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

### 5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

### 5.3 TERMINATION OF AGREEMENT

(1) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

#### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

#### 5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

#### 5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

#### 5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

#### 5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (Please attach a copy of this verification.)

Per Ed Code 49406 and Assembly Bill 1667, the district requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement \_\_\_\_\_.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	Ella South Bay Magazine Inc.
Name:	Michael Monaco
Title:	Publisher
Address:	2448 Eagle Valley Drive
City/State/Zip code:	Chula Vista, CA 91914
Telephone:	(619) 840-7722
Email:	

DISTRICT: San Ysidro School District  
Jose Arturo Sanchez Macias  
Chief Operating Officer  
4350 Otay Mesa Road  
San Ysidro, CA 92173  
arturo.macias@sysd.k12.ca.us

Phone Number (619) 428-4476 \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**6 ENTIRE AGREEMENT**

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

**7 WARRANTY OF AUTHORITY:**

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

**CONSULTANT**

**DISTRICT**

SAN YSIDRO SCHOOL DISTRICT

Firm Name

Signature

Jose Arturo Sanchez Macias, Chief Operating Officer

Print Name, Title

Date

Board Approved

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**SCHOOL SAFETY CERTIFICATION FORM**

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1  
Fingerprinting and Criminal Background Investigation Requirements**

(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils**. As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Consultant shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of Consultant who may come in contact with pupils in the performance of services in this contract.

Name

Last 4-digits of SSN or CDL Number

_____	_____
_____	_____
_____	_____
_____	_____

I certify that none of the individuals identified above have been convicted of a felony as defined in Education Code Section 45122.1.

Consultant \_\_\_\_\_

Name/title of authorized representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**EXHIBIT A – STATEMENT OF WORK**

INSERTION ORDER				
Issue(s)	Year	Ad Size	Gross	Net
November	2015	FP Inside Front Cover	\$2,600	\$2,600
December	2015	FP Inside Front Cover	\$2,600	\$2,600
January	2016	FP Inside Front Cover	\$2,600	\$2,600
February	2016	FP Inside Front Cover	\$2,600	\$2,600
March	2016	FP Inside Front Cover	\$2,600	\$2,600
April	2016	FP Inside Front Cover	\$2,600	\$2,600
May	2016	FP Inside Front Cover	\$2,600	\$2,600
June	2016	FP Inside Front Cover	\$2,600	\$2,600
July	2016	FP Inside Front Cover	\$2,600	\$2,600
August	2016	FP Inside Front Cover	\$2,600	\$2,600
September	2016	FP Inside Front Cover	\$2,600	\$2,600
October	2016	FP Inside Front Cover	\$2,600	\$2,600

**Advertising Agreement:**

- District agrees to place advertising in Ella South Bay Magazine Inc. (Ella) as outlined in the Insertion Order (above). Insertion Orders must be received by the 10<sup>th</sup> of the month prior to the month in which District is advertising. All advertising contracts are subject to approval by the publisher of Ella South Bay Magazine Inc.
- Rates listed are in U.S. dollars.
- **Payments:** Please refer to Agreement Section 2 “Fees and Payments”.
- **Cancellations (Individual Advertisement only):** Whether by District or Ella are subject to the following terms: District and/or Ella are required to submit all cancellations in writing by the 10<sup>th</sup> month of the prior to the month in which the advertising was to take place.
- **Postponements:** If District requests a postponement or deferral of their advertisement beyond 60 days, Ella retains the right to change the rate to reflect the current rate card at the time the advertisement does run.
- **Ad Material:** Insertion Order does not include ad design. Ad material is to be provided by the District and submitted by the 10<sup>th</sup> of the month prior to the month in which the District is advertising.
- **Changes:** If the District wishes to change or provide new ad material, it must be submitted to Ella by the 10<sup>th</sup> of the month prior to the month in which the ad material will run. If no new ad material is submitted, District authorizes Ella to run the current ad material.

By signing below the District indemnifies Ella South Bay Magazine Inc. from any liability, financially or otherwise from running incorrect ad material if above Ad Material policy is not met. By signing below the District agrees that it has read and understands the terms of the insertion order.

**APPROVED BY: SYSD:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 Jose Arturo Sanchez Macias  
 Chief Operating Officer

**ELLA SOUTH BAY:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_  
 Print: Name & Title

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 22, 2015

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:** Educational Services  
Tony Hua, Executive Director of Curriculum, Instruction  
and Innovation

**AGENDA ITEM:** CONSULTING AGREEMENT WITH BARBARA FLORES, PH.D. AND  
HOWARD BRYAN

**BACKGROUND INFORMATION:**

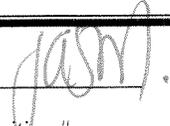
The District has requested a comprehensive review with recommendations for the English Learner and Bilingual Programs. Dr. Barbara Flores and Howard Bryan, consultants, will conduct an analysis of the operational systems of the District. Written reports including findings and recommendations will be provided to the District.

**RECOMMENDATION:**

Approve the consulting agreement with Barbara Flores, Ph.D. and Howard Bryan at a not to exceed cost of \$33,600 from Title III.

---

Renewal     New     Amendment     Ratify     Other

**Business Services Reviewed:** 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes     No

Yes     No

(Amount)

(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 23rd day of October 2015, by and between the San Ysidro School District, hereinafter called the "District", and

Barbara Flores, Ph.D. & Howard Bryan

Consultants

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email

hereinafter referred to as "Consultant."

### 1 SCOPE AND TERMS

#### 1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

#### 1.2 TERM

Initial Term:

From: October 23, 2015

To: January 31, 2016

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

## 2 FEES AND PAYMENTS

### 2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

### 2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

## 3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

## 4 RESPONSIBILITIES OF CONSULTANT

### 4.1 ORGANIZATION

Consultant shall assign **Barbara Flores, Ph.D.** as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

### 4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

### 4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

### 4.4 INDEPENDENT CONTRACTOR & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall

at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

#### 4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

#### 4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

#### 4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

(a) Minimum Scope. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, edition date 12/04); (2) *Automobile Liability* - Insurance Services Office Business Auto Coverage form number CA 0001 (edition date 12/04), code 1 (any auto); (3) *Workers' Compensation and Employers' Liability* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability* - Coverage which is appropriate to the Consultant's profession, or that of its consultants.

(b) Minimum Limits. Consultant shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall be twice the required occurrence limit. (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability:* Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(c) Insurance Endorsements – the insurance policies shall contain the following provisions:

*General Liability* – The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

*Automobile Liability* – The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the

Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

*Workers Compensation and Employers Liability Coverage* – The insured shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

*Professional Liability* – Consultant and its sub-consultants and subcontractors shall procure and maintain errors and omissions liability insurance with limits discussed in the Section.

(d) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced in limits by endorsement or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any of the described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and (B) any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(e) A Separation of Insured's; No Special Limitations. All insurance required by this Section, except professional liability insurance, shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(f) Acceptability of Insurers. With the exception of Workers' compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, which are authorized to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(g) Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the insurer.

## 5 GENERAL PROVISIONS

### 5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

### 5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

### 5.3 TERMINATION OF AGREEMENT

(1) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

#### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

#### 5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

#### 5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

#### 5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

#### 5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please attach a copy of this verification.)**

Per Ed Code 49406 and Assembly Bill 1667, the district requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement \_\_\_\_\_.

5.13 DRUG/ALCHOLOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCHOLOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	
Name:	
Title:	
Address:	
City/State/Zip code:	
Telephone:	
Email:	

DISTRICT: San Ysidro School District  
Jose Arturo Sanchez Macias  
Chief Operating Officer  
4350 Otay Mesa Road  
San Ysidro, CA 92173  
arturo.macias@sysd.k12.ca.us

Phone Number (619) 428-4476

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**6 ENTIRE AGREEMENT**

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

**7 WARRANTY OF AUTHORITY:**

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

**CONSULTANT**

**DISTRICT**

\_\_\_\_\_  
Firm Name  
  
\_\_\_\_\_  
Signature of Authorized Agent  
  
\_\_\_\_\_  
Print Name, Title  
  
\_\_\_\_\_  
Date:  
  
\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
SAN YSIDRO SCHOOL DISTRICT  
Firm Name  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Jose Arturo Sanchez Macias, Chief Operating Officer  
Print Name, Title  
  
\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Board Approved

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**SCHOOL SAFETY CERTIFICATION FORM**

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1  
Fingerprinting and Criminal Background Investigation Requirements**

(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils**. As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Consultant shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of Consultant who may come in contact with pupils in the performance of services in this contract.

Name

Last 4-digits of SSN or CDL Number

_____	_____
_____	_____
_____	_____
_____	_____

I certify that none of the individuals identified above have been convicted of a felony as defined in Education Code Section 45122.1.

Consultant \_\_\_\_\_

Name/title of authorized representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**EXHIBIT A – STATEMENT OF WORK**

**Barbara Flores, Ph.D., Consultant & Howard Bryan, Consultant**

The San Ysidro School District has requested a comprehensive review of the English Learner and Bilingual Programs with recommendations on how to improve those programs. The following will be provided to complete the comprehensive review and recommendation’s process:

**PHASE 1: COMPREHENSIVE REVIEW**

- An analysis of the operational systems of the district as it relates to English Learner and Bilingual Students achievement
- Written report including findings and recommendations will be submitted to the Executive Director of Curriculum, Instruction and Innovation.

**PHASE 2: RECOMMENDATIONS**

- Provide recommendation to the planning team to develop specific goals and actions to include timelines.
- Provide periodic reports to the Executive Director of Curriculum, Instruction and Innovation regarding the progress toward completion of the plan.

**BUDGET & REIMBURSEMENT FOR SERVICES RENDERED:**

- 12 Days for District’s Review of Documents, Compiling Data, Writing Report & Facilitating District’s Planning Team
- 12 Days at \$1,400 per day x 2 Consultants  
Includes Travel, Lodging and Meals

**TOTAL NOT TO EXCEED COST: \$33,600.00**

**APPROVED BY: SYSD:** \_\_\_\_\_ Date: \_\_\_\_\_  
Jose Arturo Sanchez Macias  
Chief Operating Officer

Dr. Barbara Flores: \_\_\_\_\_ Date: \_\_\_\_\_

Howard Bryan: \_\_\_\_\_ Date: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 22, 2015

**FROM:** Julio Fonseca, Ed.D  
Superintendent

**SCHOOL/DEPARTMENT:** Business Services  
Arturo Sanchez Macias, Chief Operating Officer

**AGENDA ITEM:** MANAGEMENT SALARY SCHEDULE - REVISED

**BACKGROUND INFORMATION:**

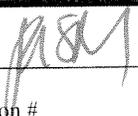
On September 24, 2015, the Governing Board approved the salary schedules for management and certificated staff. After careful review and due to the approved organizational changes taking place in the District, it is necessary to revise the management salary schedule to reflect the existing positions and adjustment on salaries reflecting the 6% increase.

**RECOMMENDATION:**

Approve the final revision to the Management Salary Schedule.

---

Renewal     New     Amendment     Ratify     Other - Revision

Business Services Reviewed: 

Financial Implications?

Yes     No

Are funds for this item available in the 2015-2016 Budget?

Yes     No

Requisition #

(Amount)

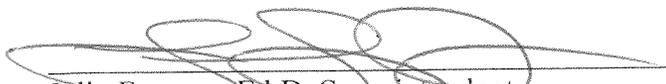
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D, Superintendent  
Secretary to the Board

San Ysidro School District  
Management Salary Schedule  
Annual

TITLE	NO. OF DAYS	RANGE	1	2	3	4	5	6	7	8	9
Principal – Elementary	207	42	104,433	106,984	109,588	112,248	115,011	117,819	121,354	124,995	128,745
Principal – Middle School	207	42	104,433	106,984	109,588	112,248	115,011	117,819	121,354	124,995	128,745
Assistant Principal – Elementary	207	38	94,877	97,180	99,547	101,965	104,433	106,984	110,193	113,500	116,904
Assistant Principal – Middle School	207	38	94,877	97,180	99,547	101,965	104,433	106,984	110,193	113,500	116,904
Coordinator of Program Development	260	29	94,877	97,180	99,547	101,965	104,433	106,984	110,193	113,500	116,904
Coordinator of Child Development	225	37	100,680	103,128	105,630	108,203	110,831	113,515	116,921	120,428	124,041
Director: Special Education & Special Services	225	41	110,831	113,515	116,287	119,118	122,008	125,012	128,763	132,626	136,606
Director: Child Care/Preschool Programs	225	41	110,831	113,515	116,287	119,118	122,008	125,012	128,763	132,626	136,606
<b>Executive Director, Human Resources</b>	<b>241</b>	<b>44</b>	<b>116,287</b>	<b>119,118</b>	<b>122,008</b>	<b>125,012</b>	<b>128,064</b>	<b>131,191</b>	<b>135,124</b>	<b>139,179</b>	<b>143,355</b>
<b>Executive Director, Ed Services</b>	<b>260</b>	<b>44</b>	<b>116,287</b>	<b>119,118</b>	<b>122,008</b>	<b>125,012</b>	<b>128,064</b>	<b>131,191</b>	<b>135,124</b>	<b>139,179</b>	<b>143,355</b>
Coordinator: Federal and State Programs	225	42	113,515	116,287	119,118	122,008	125,012	128,064	131,906	135,864	139,940
Coordinator: Data, Evaluation, and Assessment	225	42	113,515	116,287	119,118	122,008	125,012	128,064	131,906	135,864	139,940
Coordinator: Child Welfare and Attendance	225	42	113,515	116,287	119,118	122,008	125,012	128,064	131,906	135,864	139,940
Controller	260	29	94,877	97,180	99,547	101,965	104,433	106,984	110,193	113,500	116,904
Risk Management	260	29	94,877	97,180	99,547	101,965	104,433	106,984	110,193	113,500	116,904
Director of Maintenance, Operations, Transportation Facilities	260	32	103,220	105,714	108,286	110,903	113,575	116,342	119,829	123,426	127,128
Director: Information Management Services	260	30	98,404	100,782	103,220	105,714	108,286	110,903	114,232	117,658	121,188
Director: Food Services	260	19	75,807	77,617	79,473	81,363	83,320	85,327	87,885	90,521	93,238
Student and Family Services Manager	260	14	67,373	69,004	70,622	72,303	74,034	75,807	78,082	80,425	82,839

San Ysidro School District  
Management Salary Schedule  
Annual

TITLE	NO. OF DAYS	RANGE	1	2	3	4	5	6	L1	L2	L3
Principal – Elementary	207	42	98,522	100,929	103,385	105,894	108,501	111,150	114,485	117,920	121,457
Principal – Middle School	207	42	98,522	100,929	103,385	105,894	108,501	111,150	114,485	117,920	121,457
Assistant Principal – Elementary	207	38	89,507	91,679	93,912	96,193	98,522	100,929	103,956	107,075	110,287
Assistant Principal – Middle School	207	38	89,507	91,679	93,912	96,193	98,522	100,929	103,956	107,075	110,287
**Coordinator <b>without</b> Administrator Credential	225	35	90,541	92,723	94,981	97,290	99,651	102,078	105,139	108,294	111,543
**Coordinator <b>with</b> Administrator Credential	225	37	94,981	97,290	99,651	102,078	104,558	107,089	110,303	113,611	117,020
Director of Curriculum & Instruction	207	41	96,193	98,522	100,929	103,385	105,894	108,501	111,756	115,110	118,564
Director: Special Education & Special Services	225	41	104,558	107,089	109,705	112,375	115,102	117,936	121,474	125,119	128,873
Director of State and Federal Projects	225	41	104,558	107,089	109,705	112,375	115,102	117,936	121,474	125,119	128,873
Director: Child Care/Preschool Programs	225	41	104,558	107,089	109,705	112,375	115,102	117,936	121,474	125,119	128,873
Director: Human Resources	225	48	123,765	126,790	129,898	133,075	136,330	139,675	143,863	148,181	152,626
Director: Intervention/Support Services	225	50	129,898	133,075	136,330	139,675	143,097	152,544	157,118	161,834	166,688
Coordinator: Federal and State Programs	225	42	107,089	109,705	112,375	115,102	117,936	120,815	124,440	128,174	132,019
Coordinator: Data, Evaluation, and Assessment	225	42	107,089	109,705	112,375	115,102	117,936	120,815	124,440	128,174	132,019
Director: of Fiscal Services	260	28	88,512	90,655	92,834	95,077	97,377	99,730	102,721	105,804	108,976
Director: Maintenance/Operations & Transportation	260	27	86,430	88,512	90,655	92,834	95,077	97,377	100,300	103,307	106,408
Director of Maintenance, Operations, Transportation Facilities	260	32	97,377	99,730	102,157	104,625	107,146	109,756	113,047	116,439	119,932
Director: Information Management Services	260	30	92,834	95,077	97,377	99,730	102,157	104,625	107,766	110,998	114,328
Director: Purchasing and Warehouse	260	19	71,516	73,223	74,975	76,758	78,604	80,497	82,911	85,398	87,960
Director: Food Services	260	19	71,516	73,223	74,975	76,758	78,604	80,497	82,911	85,398	87,960
Operations Supervisor	260	22	76,758	78,604	80,497	82,428	84,423	86,430	89,021	91,692	94,444
Transportation Manager	260	14	63,560	65,099	66,624	68,210	69,844	71,516	73,662	75,873	78,150
Director of Business Support Services	260	14	63,560	65,099	66,624	68,210	69,844	71,516	73,662	75,873	78,150
Family & Community Services Project Coordinator	260	14	63,560	65,099	66,624	68,210	69,844	71,516	73,662	75,873	78,150
Nutrition Services Manager	260	14	63,560	65,099	66,624	68,210	69,844	71,516	73,662	75,873	78,150

\* L1 = 9th year of administrative service or 15th year of service to district with at least five (5) years of administrative service  
 \* L2 = 12th year of administrative service or 18th year of service to district with at least five (5) years of administrative service  
 \* L3 = 15th year of administrative service or 21st year of service to district with at least ten (10) years of administrative service

1% increase from 2013-14

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 22, 2015

**FROM:** Julio Fonseca, Ed.D  
Superintendent

**SCHOOL/DEPARTMENT:** Business Services  
Arturo Sanchez Macias, Chief Operating Officer

**AGENDA ITEM:** AGREEMENT WITH STEPHEN CLEMONS FOR  
CONSULTING SERVICES

**BACKGROUND INFORMATION:**

The District would like to retain the services of Mr. Stephen Clemons to assist with the implementation, reviewing and reorganizing of the Information Management Systems Department. His services will focus on the execution of process improvement and design initiatives aimed at improving services, reducing cost and creating capacity. Term of the agreement will be from November 1, 2015 to January 19, 2015.

**RECOMMENDATION:**

Approve the agreement with Stephen Clemons in an amount not to exceed \$45,000.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: JRF

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes     No

Yes     No

\$45,000

(Amount)

General Fund

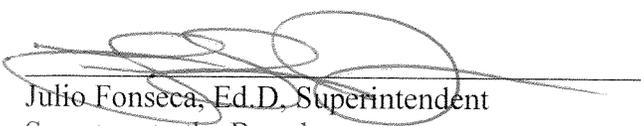
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D, Superintendent  
Secretary to the Board

**PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered into this 14th day of October 2015 by and between the San Ysidro School District, hereinafter called the "District", and

Stephen Clemons  
\_\_\_\_\_  
Company/Consultant Phone Number

\_\_\_\_\_  
Mailing Address City State Zip Code Email

hereinafter referred to as "Consultant."

**1 SCOPE AND TERMS**

**1.1 SCOPE OF SERVICES**

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

**1.2 TERMS**

Initial Term:

From: Nov 01<sup>st</sup>, 2015 To: January 19, 2015

The Initial Term of this Agreement is as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment approved by the Board of Education of the District.

Hours: Not to exceed 30 hours per week

## 2 FEES AND PAYMENTS

### 2.1 FEES

District shall pay Consultant for the specified services in an amount not to exceed \$ 45,000 during this contract term.

### 2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

## 3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the District Board of Education. Any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract Sum must be approved by the Board of Education in a signed writing. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

## 4 RESPONSIBILITIES OF CONSULTANT

### 4.1 ORGANIZATION

Consultant shall assign Company Contract as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

### 4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

### 4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

### 4.4 INDEPENDENT CONTRACTOR & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with

their performance of Services under this Agreement and as required by law.

#### 4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

#### 4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

#### 4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

(a) Minimum Scope. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, edition date 12/04)*; (2) *Automobile Liability - Insurance Services Office Business Auto Coverage form number CA 0001 (edition date 12/04), code 1 (any auto)*; (3) *Workers' Compensation and Employers' Liability Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance*; and (4) *Professional Liability - Coverage which is appropriate to the Consultant's profession, or that of its consultants.*

(b) Minimum Limits. Consultant shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall be twice the required occurrence limit. (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability:* Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(c) Insurance Endorsements – the insurance policies shall contain the following provisions:  
*General Liability –* The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.  
*Automobile Liability –* The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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*Workers Compensation and Employers Liability Coverage* – The insured shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant. Professional Liability – Consultant and its sub-consultants and subcontractors shall procure and maintain errors and omissions liability insurance with limits discussed in the Section.

(d) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced in limits by endorsement or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any of the described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and (B) any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(e) A Separation of Insured's; No Special Limitations. All insurance required by this Section, except professional liability insurance, shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(f) Acceptability of Insurers. With the exception of Workers' compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, which are authorized to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(g) Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the insurer.

## 5 GENERAL PROVISIONS

### 5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

### 5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

### 5.3 TERMINATION OF AGREEMENT

(1) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon at least seven (7) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to

complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

#### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

#### 5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

#### 5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant's activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

#### 5.8 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

#### 5.9 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

#### 5.10 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.11 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California but only after dispute resolution as provided herein.

5.12 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

**5.13 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:** Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please attach a copy of this verification.)**

Per Education Code Section 49406 and Assembly Bill 1667, the district requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees. Site administrator is waiving this requirement JASM.

5.14 DRUG/ALCHOLOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCHOLOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.15 NOTICES

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid, addressed to the following entities.

CONSULTANT: Firm Name \_\_\_\_\_  
Attention: \_\_\_\_\_  
Title: \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_

DISTRICT: San Ysidro School District  
Assistant Superintendent, Business Services Phone Number (619) 428-4476  
4350 Otay Mesa Road  
San Ysidro, CA 92173

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on

behalf of which his or her signature is made.

**CONSULTANT**

**SAN YSIDRO SCHOOL DISTRICT**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature of Superintendent or Asst. Supt of Business

\_\_\_\_\_  
Print Name, Title

Board Approved: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1  
Fingerprinting and Criminal Background Investigation Requirements  
(Complete only if pertinent)**

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils.** As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has not criminal charges pending for a felony as defined in Section 45122.1.

Consultant shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of Consultant who may come in contact with pupils in the performance of services in this contract.

Name

Last 4-digits of SSN or CDL Number

_____	_____
_____	_____
_____	_____
_____	_____

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

Consultant \_\_\_\_\_

Name/title of authorized representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## EXHIBIT A

Title: IT Education Management Supervisor

Definition: The Education Technology Management Supervisor supervises directors and staff of the Information Management Services Department in implementing, reviewing and reorganizing the IT education and business processes and identifying and documenting IT service goals.

### Typical Duties:

- Focuses on execution of process improvement and design initiatives aimed at improving information management services, reducing cost and creating capacity;
- Provides concepts and business case proposals;
- Analyze work orders to maximize efficiencies;
- Develops application enhancements based on current and future business needs;
- Conducts studies on cost-efficiency and best practices as it relates to various staff assignments and various maintenance agreements for vendors providing technology services;
- Assists management in preparing customer service evaluation questionnaires and sends the questionnaires to District employees;
- Performs related duties as assigned.

### Supervision:

The IT Education Management Supervisor receives general direction from the Assistant Superintendent of Business Services, the Superintendent and/or the Board of Education. Supervision is exercised over Directors and Staff of the Information Management Services Department.