

VENDOR NUMBER	VENDOR NAME	----- WARRANT NUMBER	----- AMOUNT	----- INVOICE AMOUNT	----- NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000258	PARADIGM HEALTHCARE SERVICES	12-439686		500.00	003305	A70330	
				500.00	06-00 5640-000	1110	1000-000 5600-005 052
				500.00	003306	A70330	
				500.00	06-00 5640-000	1110	1000-000 5600-005 052
000258	PARADIGM HEALTHCARE SERVICES	12-439686	1,000.00				
000370	DUNN-EDWARDS CORP.	12-439687		94.48	059250	A70028	
				94.48	06-00 8150-000	0000	8100-000 4300-007 070
				17.76	059537	A70028	
				17.76	06-00 8150-000	0000	8100-000 4300-007 070
000370	DUNN-EDWARDS CORP.	12-439687	112.24				
00067A	SAN DIEGO GAS & ELECTRICT	12-439688		88,227.48	GASELE		
				335.74	03-00 0000-000	0000	8200-000 5500-002 069
				87,891.74	03-00 0000-000	0000	8200-000 5500-001 069
00067A	SAN DIEGO GAS & ELECTRICT	12-439688	88,227.48				
000747	DELBERT MORENO	12-439689		16.64	MORENO		
				16.64	03-00 0000-000	0000	7700-000 5200-002 067
000747	DELBERT MORENO	12-439689	16.64				
000775	REFRIGERATION SUPPLIES	12-439690		46.85	157500	A70014	
				46.85	06-00 8150-000	0000	8100-000 4300-007 070
000775	REFRIGERATION SUPPLIES	12-439690	46.85				
000801	GRAINGER	12-439691		165.02	026977	A70021	
				165.02	06-00 8150-000	0000	8100-000 4300-007 070
				45.32	110726	A70021	
				45.32	06-00 8150-000	0000	8100-000 4300-007 070
				148.14	774269	A70021	
				148.14	06-00 8150-000	0000	8100-000 4300-007 070
000801	GRAINGER	12-439691	358.48				
000809	OFFICE DEPOT	12-439692		142.37	144001	A70214	
				142.37	03-00 0000-000	1110	1000-000 4300-011 016
				39.86	183001	A70219	
				39.86	03-00 0000-000	0000	7100-000 4300-011 064
				107.03	391001	A70325	
				107.03	03-00 0000-000	1110	1000-000 4300-001 025
				22.62	531001	A70214	
				22.62	03-00 0000-000	1110	1000-000 4300-011 016
				4,369.98	561001		
				4,369.98	03-00 0000-000	0000	0000-000 9320-000 000
				634.94	705001	A70219	
				634.94	03-00 0000-000	0000	7100-000 4300-011 064
				149.02	844001	A70213	

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VENDOR NUMBER	VENDOR NAME	----- WARRANT NUMBER	----- AMOUNT	----- INVOICE AMOUNT	----- PURCH NUMBER	----- PURCH ENC #	ACCOUNT DISTRIBUTION
000809	OFFICE DEPOT	12-439692		149.02	03-00 0000-000	1110	1000-000 4300-011 016
				35.63	925001	A70219	
				35.63	03-00 0000-000	0000	7100-000 4300-011 064
000809	OFFICE DEPOT	12-439692	5,501.45				
001023	WIRELESS PRO'S	12-439693		157.68	000064	A70192	
				157.68	03-00 0000-000	0000	7700-000 4300-002 067
001023	WIRELESS PRO'S	12-439693	157.68				
001044	JANIE PONTEPRINO	12-439694		2,500.00	000001	A70362	
				2,500.00	03-00 0000-000	1110	1000-000 5600-005 061
001044	JANIE PONTEPRINO	12-439694	2,500.00				
001161	HOME DEPOT CREDIT SERVICES	12-439695		188.27	024065	A70049	
				188.27	03-00 0982-000	0000	3600-000 4300-060 074
001161	HOME DEPOT CREDIT SERVICES	12-439695	188.27				
001278	JOHNSON CONTROLS	12-439696		669.00	462981	A70264	
				669.00	06-00 8150-000	0000	8100-000 5600-005 070
001278	JOHNSON CONTROLS	12-439696	669.00				
001374	SAN JOAQUIN COUNTY OF EDUCATIO	12-439697		729.30	43743	A70366	
				729.30	03-00 0000-000	0000	7200-000 5800-010 062
001374	SAN JOAQUIN COUNTY OF EDUCATIO	12-439697	729.30				
001438	REPUBLIC SERVICES #509	12-439698		12,184.72	TRASH		
				12,184.72	03-00 0000-000	0000	8200-000 5500-005 069
001438	REPUBLIC SERVICES #509	12-439698	12,184.72				
001510	EWING IRRIGATION	12-439699		220.58	239387	A70051	
				220.58	03-00 0300-070	0000	8200-000 4300-014 069
				155.65	239388	A70051	
				155.65	03-00 0300-070	0000	8200-000 4300-014 069
				32.83	239389	A70051	
				32.83	03-00 0300-070	0000	8200-000 4300-014 069
				60.09	252620	A70051	
				60.09	03-00 0300-070	0000	8200-000 4300-014 069
				142.01	269643	A70051	
				142.01	03-00 0300-070	0000	8200-000 4300-014 069
001510	EWING IRRIGATION	12-439699	611.16				
001541	XEROX CORPORATION	12-439700		56,692.69	XEROX3	A70296	
				382.49	03-00 0000-000	0000	7100-000 5600-006 064
				452.50	03-00 0000-000	0000	7200-000 5600-006 061

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001641	XERDX CORPORATION	12-439700		406.08	03-00 0000-000	0000	7200-000 5600-006 062
				410.58	03-00 0000-000	0000	7200-000 5600-006 071
				387.94	03-00 0000-000	0000	8100-000 5600-006 069
				921.57	03-00 0000-000	1110	1000-000 5600-006 012
				13,530.42	03-00 0000-000	1110	1000-000 5600-006 016
				1,187.36	03-00 0000-000	1110	1000-000 5600-006 018
				10,004.41	03-00 0000-000	1110	1000-000 5600-006 020
				7,639.13	03-00 0000-000	1110	1000-000 5600-006 022
				1,558.98	03-00 0000-000	1110	1000-000 5600-006 024
				19,449.49	03-00 0000-000	1110	1000-000 5600-006 025
				361.74	06-00 6500-000	5750	1110-000 5600-005 054
001641	XERDX CORPORATION	12-439700	56,692.69				
001727	SAN DIEGO ELECTRIC	12-439701		58.32	58568	A70328	
				58.32	06-00 8150-000	0000	8100-000 4300-007 070
				64.80	58581	A70328	
				64.80	06-00 8150-000	0000	8100-000 4300-007 070
001727	SAN DIEGO ELECTRIC	12-439701	123.12				
002037	PERMA BOUND PUB.	12-439702		21,562.95	639018	A61309	
				21,562.95	06-00 3010-000	1110	1000-000 4200-000 018
002037	PERMA BOUND PUB.	12-439702	21,562.95				
002151	RANCHO AUTO & TRUCK PARTS	12-439703		85.20	240696	A70066	
				85.20	03-00 0982-000	0000	3600-000 4300-023 074
				586.38	241371	A70066	
				586.38	03-00 0982-000	0000	3600-000 4300-023 074
002151	RANCHO AUTO & TRUCK PARTS	12-439703	671.58				
002545	SKS, INC.	12-439704		786.25	272284	A70062	
				786.25	03-00 0982-000	0000	3600-000 4300-022 074
002545	SKS, INC.	12-439704	786.25				
002721	CALIFORNIA ELECTRICT SUPPLY	12-439705		282.42	697169	A70025	
				282.42	06-00 8150-000	0000	8100-000 4300-007 070
002721	CALIFORNIA ELECTRICT SUPPLY	12-439705	282.42				
002772	SCHOLASTIC BOOK FAIR	12-439706		2,246.51	60620F	A70334	
				2,246.51	03-00 0300-477	1110	1000-000 4300-001 016
002874	ACSA	12-439707		995.00	27279	A70274	
				995.00	03-00 0000-000	0000	7100-000 5200-003 064
002874	ACSA	12-439707	995.00				

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VENDOR NUMBER	VENDOR NAME	----- WARRANT NUMBER	----- WARRANT AMOUNT	----- INVOICE AMOUNT	----- INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
002909	AT&T	12-439708		2,712.60	ATT		
				2,712.60	03-00 0000-000	0000	8200-000 5900-003 069
002909	AT&T	12-439708	2,712.60				
002981	TIFCO INDUSTRIES	12-439709		928.62	078289	A70037	
				928.62	03-00 0982-000	0000	3600-000 4300-023 074
002981	TIFCO INDUSTRIES	12-439709	928.62				
003102	SAN DIEGO COUNTY SCHOOL BOARDS	12-439710		149.14	SDCSBA	A70313	
				149.14	03-00 0000-000	0000	7100-000 5300-000 063
003102	SAN DIEGO COUNTY SCHOOL BOARDS	12-439710	149.14				
003143	THE HOME DEPOT SUPPLY	12-439711		256.94	742951	A70039	
				256.94	06-00 8150-000	0000	8100-000 4300-007 070
003143	THE HOME DEPOT SUPPLY	12-439711	256.94				
003377	SOUTHWEST SCHOOL & OFFICE	12-439712		114.69	043124		
				114.69	03-00 0000-000	0000	0000-000 9320-000 000
003377	SOUTHWEST SCHOOL & OFFICE	12-439712	114.69				
003598	BJ'S RENTALS, INC.	12-439713		148.67	638384	A70040	
				148.67	03-00 0300-070	0000	8200-000 4300-014 069
003598	BJ'S RENTALS, INC.	12-439713	148.67				
003622	FASTENAL COMPANY	12-439714		24.35	42633	A70031	
				24.35	06-00 8150-000	0000	8100-000 4300-007 070
003622	FASTENAL COMPANY	12-439714	24.35				
003888	STANLEY CONVERGENT SECURITY	12-439715		251.00	610889	A70315	
				251.00	06-00 8150-000	0000	8100-000 5600-005 070
				251.00	611372	A70316	
				251.00	06-00 8150-000	0000	8100-000 5600-005 070
				295.00	612024	A70314	
				295.00	06-00 8150-000	0000	8100-000 5600-005 070
				348.30	627856	A70317	
				348.30	06-00 8150-000	0000	8100-000 5600-005 070
003888	STANLEY CONVERGENT SECURITY	12-439715	1,145.30				
003909	TEAMTALK NETWORK	12-439716		278.46	43104	A70061	
				278.46	03-00 0982-000	0000	3600-000 5600-005 074
				278.46	43576	A70061	
				278.46	03-00 0982-000	0000	3600-000 5600-005 074
003909	TEAMTALK NETWORK	12-439716	556.92				

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004231	PRO POWER	12-439717		376.65	104645	A70057	
				376.65	03-00 0300-070	0000 8200-000	4300-014 069
				76.25	104646	A70057	
				76.25	03-00 0300-070	0000 8200-000	4300-014 069
004231	PRO POWER	12-439717	452.90				
004323	MCGREGOR AND ASSOCIATED	12-439718		378.25	SY1509	A70143	
				378.25	03-00 0300-100	0000 7200-000	5600-005 071
004323	MCGREGOR AND ASSOCIATED	12-439718	378.25				
004442	FEINER SUPPLY	12-439719		405.00	102732	A70234	
				405.00	06-00 6512-000	5770 1190-000	4300-001 052
004442	FEINER SUPPLY	12-439719	405.00				
004578	STAFF REHAB	12-439720		3,100.00	8747	A70081	
				3,100.00	06-00 6500-000	5001 3900-000	5600-005 052
				3,100.00	8763	A70081	
				3,100.00	06-00 6500-000	5001 3900-000	5600-005 052
004578	STAFF REHAB	12-439720	6,200.00				
004601	SIR SPEEDY PRINTING 02890	12-439721		63.72	20962	A70286	
				63.72	03-00 0000-000	1110 1000-000	4300-011 018
				63.72	20963	A70290	
				63.72	03-00 0000-000	0000 2100-000	4300-011 061
				63.72	20964	A70280	
				63.72	06-00 6500-000	5770 1190-000	4300-011 054
				63.72	20977	A70275	
				63.72	03-00 0000-000	0000 7100-000	4300-011 064
004601	SIR SPEEDY PRINTING 02890	12-439721	254.88				
004608	STANDARD STATIONERY SUPPLY CO	12-439722		785.40	988041		
				785.40	03-00 0000-000	0000 0000-000	9320-000 000
004608	STANDARD STATIONERY SUPPLY CO	12-439722	785.40				
004627	SAFETY-KLEEN SYSTEMS, INC	12-439723		7,178.55	971028	A70306	
				7,178.55	06-00 8150-000	0000 8100-000	5600-005 070
004627	SAFETY-KLEEN SYSTEMS, INC	12-439723	7,178.55				
004689	ACCOUNTABLE HEALTHCARE	12-439724		2,800.00	048540	A70116	
				2,800.00	06-00 6500-000	5770 1190-000	5800-010 054
				2,800.00	048928	A70116	
				2,800.00	06-00 6500-000	5770 1190-000	5800-010 054
004689	ACCOUNTABLE HEALTHCARE	12-439724	5,600.00				

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VENDOR NUMBER	VENDOR NAME	----- WARRANT NUMBER	----- AMOUNT	----- INVOICE AMOUNT	----- PURCH ENC #	ACCOUNT DISTRIBUTION
004711	AMERI-MEX PLUMBING INC	12-439725		403.13	4097	A70347
				403.13	06-00 8150-000	0000 8100-000 5600-005 070
004711	AMERI-MEX PLUMBING INC	12-439725	403.13			
004726	AUTO UPHOLSTERY MASTERS	12-439726		454.60	81614	A70298
				454.60	06-00 8150-000	0000 8100-000 5600-005 070
				495.80	81619	A70298
				495.80	06-00 8150-000	0000 8100-000 5600-005 070
004726	AUTO UPHOLSTERY MASTERS	12-439726	950.40			
004732	LEAL & TREJO APC	12-439727		15,592.60	15574	A70360
				15,592.60	03-00 0000-000	0000 7100-000 5800-002 063
				10,478.00	15575	A70360
				10,478.00	03-00 0000-000	0000 7100-000 5800-002 063
				19,506.00	15576	A70360
				19,506.00	03-00 0000-000	0000 7100-000 5800-200 063
				6,615.00	15577	A70360
				6,615.00	03-00 0000-000	0000 7200-000 5800-150 054
004732	LEAL & TREJO APC	12-439727	52,191.60			
004749	SAN DIEGO CENTER FOR CHILDREN	12-439728		3,774.96	SY0715	A70078
				3,774.96	06-00 6500-000	5750 1180-000 5800-009 054
004749	SAN DIEGO CENTER FOR CHILDREN	12-439728	3,774.96			
03146A	STOTZ EQUIPMENT	12-439729		255.04	P19490	A70282
				255.04	03-00 0300-070	0000 8200-000 4300-014 069
				236.32	P19861	A70282
				236.32	03-00 0300-070	0000 8200-000 4300-014 069
				346.24	W05024	A70282
				346.24	03-00 0300-070	0000 8200-000 4300-014 069
03146A	STOTZ EQUIPMENT	12-439729	837.60			
	UNRESTRICTED		276,633.65			
	RESTRICTED		50,657.26			
***	TOTALS FOR FUND	***	327,290.91			327,290.91 (INVOICE) 327,290.91 (DISTRIBUTION)

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FIS/PRINT/SERIES12/WARR/REGISTER
PREPARED ON 09/04/2015 AT 20:02
DISTRICT: 033

COMMERCIAL WARRANT REGISTER
SAN YSIDRO
FUND 12-06: CHILD DEVELOPMENT FUND

PAGE 64
WARRANT DATE 09/08/2015

VENDOR NUMBER	VENDOR NAME	----- WARRANT NUMBER	----- AMOUNT	----- INVOICE AMOUNT	----- PURCH ENC #	ACCOUNT DISTRIBUTION
OO1641	XEROX CORPORATION	12-439730		472.36	XEROX2 A70301	
OO1641	XEROX CORPORATION	12-439730	472.36	472.36	12-06 6105-000 0001	1000-000 5600-006 076
*** TOTALS FOR FUND ***			472.36		472.36	(INVOICE)
					472.36	(DISTRIBUTION)

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FIS/PRINT/SERIES12/WARR/REGISTER
PREPARED ON 09/04/2015 AT 20:02
DISTRICT: 033

COMMERCIAL WARRANT REGISTER
SAN YSIDRO
FUND 13-00: CAFETERIA SPCL REVENUE FUND

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WARRANT DATE 09/08/2015

VENDOR NUMBER	VENDOR NAME	----- WARRANT NUMBER	----- AMOUNT	----- INVOICE ----- AMOUNT	----- NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000117	UNITED STATES POSTAL SERVICE	12-439731		27.39	METER		
				27.39	13-00 5310-000	0000 3700-000	5900-012 085
000117	UNITED STATES POSTAL SERVICE	12-439731	27.39				
001641	XEROX CORPORATION	12-439732		236.18	XEROX	A70305	
				236.18	13-00 5310-000	0000 3700-000	5600-005 085
001641	XEROX CORPORATION	12-439732	236.18				
***	TOTALS FOR FUND	***		263.57		263.57	(INVOICE)
						263.57	(DISTRIBUTION)

FIS/PRINT/SERIES12/WARR/REGISTER
PREPARED ON 09/04/2015 AT 20:02
DISTRICT: 033

COMMERCIAL WARRANT REGISTER
SAN YSIDRO
FUND 21-10: BUILDING FUND

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WARRANT DATE 09/08/2015

VENDOR NUMBER	VENDOR NAME	----- WARRANT NUMBER	----- AMOUNT	---- INVOICE AMOUNT	----- PURCH ENC #	ACCOUNT DISTRIBUTION
004732	LEAL & TREJO APC	12-439733		2,758.00	15573	A70361
004732	LEAL & TREJO APC	12-439733	2,758.00	2,758.00	21-10 9010-000	0000 8100-000 5800-002 071
*** TOTALS FOR FUND ***			2,758.00		2,758.00	(INVOICE)
					2,758.00	(DISTRIBUTION)

VENDOR NUMBER	VENDOR NAME	----- WARRANT NUMBER	----- AMOUNT	---- INVOICE AMOUNT	----- NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004789	BOYS & GIRLS CLUB	12-440583		41,689.54	873	A70310	
				6,396.29	06-00	9065-005	1110 1000-000 5800-000 012
				6,113.33	06-00	9065-005	1110 1000-000 5800-000 016
				5,861.22	06-00	9065-005	1110 1000-000 5800-000 018
				7,360.27	06-00	9065-005	1110 1000-000 5800-000 020
				6,214.11	06-00	9065-005	1110 1000-000 5800-000 022
				4,657.37	06-00	9065-005	1110 1000-000 5800-000 024
				5,086.95	06-00	9065-005	1110 1000-000 5800-000 025
004789	BOYS & GIRLS CLUB	12-440583	41,689.54				
	UNRESTRICTED			.00			
	RESTRICTED			41,689.54			
***	TOTALS FOR FUND	***		41,689.54			
						41,689.54	(INVOICE)
						41,689.54	(DISTRIBUTION)

FIS/PRINT/SERIES12/WARR/REGISTER
 PREPARED ON 08/28/2015 AT 21:30
 DISTRICT: 033

COMMERCIAL WARRANT REGISTER
 SAN YSIDRO
 FUND 13-00: CAFETERIA SPCL REVENUE FUND

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 WARRANT DATE 08/31/2015

VENDOR NUMBER	VENDOR NAME	----- WARRANT NUMBER	----- AMOUNT	----- INVOICE AMOUNT	----- NUMBER	----- PURCH ENC #	ACCOUNT DISTRIBUTION
004398	AMERICAN PRODUCE DISTRIBUTORS	12-439000		1,286.50	13-00 5310-000	0000 3700-000	4700-001 024
				600.50	13-00 5310-000	0000 3700-000	4700-001 025
004398	AMERICAN PRODUCE DISTRIBUTORS	12-439000	9,206.70				
004462	GALASSO'S BAKERY	12-439001		4,360.70	522206	A70097	
				474.55	13-00 5310-000	0000 3700-000	4700-001 012
				811.90	13-00 5310-000	0000 3700-000	4700-001 016
				669.35	13-00 5310-000	0000 3700-000	4700-001 018
				976.90	13-00 5310-000	0000 3700-000	4700-001 020
				409.70	13-00 5310-000	0000 3700-000	4700-001 022
				512.25	13-00 5310-000	0000 3700-000	4700-001 024
				506.05	13-00 5310-000	0000 3700-000	4700-001 025
004462	GALASSO'S BAKERY	12-439001	4,360.70				
004479	INDIGO BRIDGE TECHNOLOGIES LLC	12-439002		966.60	200348	A70188	
				966.60	13-00 5310-000	0000 3700-000	4400-000 085
004479	INDIGO BRIDGE TECHNOLOGIES LLC	12-439002	966.60				
***	TOTALS FOR FUND	***	64,759.16			64,759.16	(INVOICE)
						64,759.16	(DISTRIBUTION)

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VENDOR NUMBER	VENDOR NAME	----- WARRANT ----- NUMBER	AMOUNT	----- INVOICE ----- AMOUNT	NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000717	HOLLANDIA DAIRY INC.	12-438994		9,435.31	563810	A70099	
				1,064.68	13-00 5310-000	0000 3700-000	4700-001 012
				1,793.58	13-00 5310-000	0000 3700-000	4700-001 016
				1,715.45	13-00 5310-000	0000 3700-000	4700-001 018
				2,220.74	13-00 5310-000	0000 3700-000	4700-001 020
				777.05	13-00 5310-000	0000 3700-000	4700-001 022
				920.69	13-00 5310-000	0000 3700-000	4700-001 024
				943.12	13-00 5310-000	0000 3700-000	4700-001 025
000717	HOLLANDIA DAIRY INC.	12-438994	9,435.31				
000726	ECOLAB	12-438995		411.62	235817	A70121	
				411.62	13-00 5310-000	0000 3700-000	5800-010 022
000726	ECOLAB	12-438995	411.62				
000778	SAFEWAY INC.	12-438996		71.43	277881	A70107	
				71.43	13-00 5310-000	0000 3700-000	4700-001 085
				114.37	537881	A70072	
				114.37	13-00 5310-000	0000 3700-000	4700-002 085
000778	SAFEWAY INC.	12-438996	185.80				
000887	SAN DIEGO RESTAURANT SUPPLY	12-438997		161.84	253563	A70289	
				161.84	13-00 5310-000	0000 3700-000	4300-026 085
000887	SAN DIEGO RESTAURANT SUPPLY	12-438997	161.84				
001007	CDE, CASHIER'S OFFICE	12-438998		1,502.80	18347		
				1,502.80	13-00 5310-000	0000 3700-000	9320-000 000
001007	CDE, CASHIER'S OFFICE	12-438998	1,502.80				
004397	US FOODS - LOS ANGELES	12-438999		270.50	168158	A70129	
				270.50	13-00 5310-000	0000 3700-000	4700-002 085
				38,257.29	935207	A70136	
				4,031.59	13-00 5310-000	0000 3700-000	4700-001 012
				8,673.24	13-00 5310-000	0000 3700-000	4700-001 016
				7,104.17	13-00 5310-000	0000 3700-000	4700-001 018
				8,002.06	13-00 5310-000	0000 3700-000	4700-001 020
				3,015.59	13-00 5310-000	0000 3700-000	4700-001 022
				7,430.64	13-00 5310-000	0000 3700-000	4700-001 024
004397	US FOODS - LOS ANGELES	12-438999	38,527.79				
004998	AMERICAN PRODUCE DISTRIBUTORS	12-439000		9,206.70	813016	A70090	
				878.20	13-00 5310-000	0000 3700-000	4700-001 012
				1,732.30	13-00 5310-000	0000 3700-000	4700-001 016
				1,715.00	13-00 5310-000	0000 3700-000	4700-001 018
				1,913.70	13-00 5310-000	0000 3700-000	4700-001 020
				1,080.50	13-00 5310-000	0000 3700-000	4700-001 022

FIS/PRINT/SERIES12/WARR/REGISTER
 PREPARED ON 08/27/2015 AT 20:36
 DISTRICT: 033

COMMERCIAL WARRANT REGISTER
 SAN YSIDRO
 FUND 03-00/06-00: GENERAL FUND COMBINED

PAGE 47
 WARRANT DATE 08/28/2015

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004601	SIR SPEEDY PRINTING	02890	12-438672	63.72	20887	A70206	
				63.72	03-00 0000-000	0000	7200-000 4300-011 062
004601	SIR SPEEDY PRINTING	02890	12-438672	254.88			
004628	FOLLETT SCHOOL SOLUTIONS, INC		12-438673	601.47	03326C	A61243	
				601.47	06-00 3010-000	1110	1000-000 4300-001 024
004628	FOLLETT SCHOOL SOLUTIONS, INC		12-438673	601.47			
004655	MAINTEX, INC		12-438674	179.01	502902	A70208	
				179.01	03-00 0300-070	0000	8200-000 4300-020 069
004655	MAINTEX, INC		12-438674	179.01			
004721	A&S FLOORING		12-438675	5,337.00	211687	A70130	
				5,337.00	06-00 8150-000	0000	8100-000 5600-005 070
				5,050.00	211688	A70131	
				5,050.00	06-00 8150-000	0000	8100-000 5600-005 070
004721	A&S FLOORING		12-438675	10,387.00			
004787	GRAVIC REMARK PRODUCTS		12-438676	2,250.00	54347	A70238	
				2,250.00	03-00 0000-001	1110	1000-000 5600-006 061
004787	GRAVIC REMARK PRODUCTS		12-438676	2,250.00			
01641A	XEROX CORPORATION		12-438677	21.40	XEROX	A70163	
				21.40	03-00 0000-000	0000	7200-000 5600-001 073
01641A	XEROX CORPORATION		12-438677	21.40			
	UNRESTRICTED			16,712.68			
	RESTRICTED			21,058.58			
***	TOTALS FOR FUND	***		37,771.26			
						37,771.26	(INVOICE)
						37,771.26	(DISTRIBUTION)

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VENDOR NUMBER	VENDOR NAME	----- WARRANT ----- NUMBER	AMOUNT	---- INVOICE ---- AMOUNT	----- NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001510	EWING IRRIGATION	12-438663		84.46	03-00 0300-070	0000	8200-000 4300-014 069
				190.18	192066	A70051	
				190.18	03-00 0300-070	0000	8200-000 4300-014 069
				136.25	199583	A70051	
				136.25	03-00 0300-070	0000	8200-000 4300-014 069
001510	EWING IRRIGATION	12-438663	1,003.10				
001795	WILLY'S ELECTRONIC SUPPLY CO.	12-438664		12.55	291865	A70041	
				12.55	06-00 8150-000	0000	8100-000 4300-007 070
001795	WILLY'S ELECTRONIC SUPPLY CO.	12-438664	12.55				
002545	SKS, INC.	12-438665		550.49	127214	A70062	
				550.49	03-00 0982-000	0000	3600-000 4300-022 074
002545	SKS, INC.	12-438665	550.49				
002711	ROCHESTER 100 INC.	12-438666		184.00	M80049	A70186	
				184.00	03-00 0000-000	1110	1000-000 4300-001 018
002711	ROCHESTER 100 INC.	12-438666	184.00				
003145	VALLEY INDUSTRIAL SPECIALTIES	12-438667		229.59	218778	A70022	
				229.59	06-00 8150-000	0000	8100-000 4300-007 070
003145	VALLEY INDUSTRIAL SPECIALTIES	12-438667	229.59				
003313	BEST BUY	12-438668		.18	BESTBY	A70242	
				.18	03-00 0000-000	0000	7100-000 4400-000 064
				949.95	971177	A70242	
				949.95	03-00 0000-000	0000	7100-000 4400-000 064
003313	BEST BUY	12-438668	950.13				
003859	BATTERY SYSTEMS	12-438669		270.54	323289	A70048	
				270.54	03-00 0300-070	0000	8200-000 4300-014 069
003859	BATTERY SYSTEMS	12-438669	270.54				
004560	US GAMES	12-438670		2,471.54	126724		
				2,471.54	03-00 0000-000	0000	0000-000 9320-000 000
004560	US GAMES	12-438670	2,471.54				
004567	SYLVIA LUGO	12-438671		36.72	LUGO		
				36.72	03-00 0300-016	1110	1000-000 4300-011 016
004567	SYLVIA LUGO	12-438671	36.72				
004801	SIR SPEEDY PRINTING O2890	12-438672		191.16	20886	A70207	
				191.16	03-00 0000-000	0000	2100-000 4300-011 061

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000801	GRAINGER	12-438656		97.71	06-00 8150-000	0000	8100-000 4300-007 070
				46.76	344449	A70021	
				46.76	06-00 8150-000	0000	8100-000 4300-007 070
				8.50	499771	A70021	
				8.50	06-00 8150-000	0000	8100-000 4300-007 070
000801	GRAINGER	12-438656	419.00				
000809	OFFICE DEPOT	12-438657		107.99	236001	A70211	
				107.99	03-00 0000-000	0000	7100-000 4300-011 064
				70.59	629001	A70239	
				70.59	03-00 0000-000	1110	1000-000 4300-001 012
				60.46	821001		
				60.46	03-00 0000-000	1110	1000-000 4300-011 012
000809	OFFICE DEPOT	12-438657	239.04				
000905	BLANCA MORQUECHO	12-438658		60.47	BLANCA		
				60.47	03-00 0000-000	1110	1000-000 4300-001 012
000905	BLANCA MORQUECHO	12-438658	60.47				
001023	WIRELESS PRD'S	12-438659		37.80	000059	A70240	
				18.90	06-00 9065-005	1110	1000-000 4300-011 012
				18.90	06-00 9065-005	1110	1000-000 4300-011 024
				33.43	000069	A70269	
				33.43	06-00 8150-000	0000	8100-000 4300-011 070
001023	WIRELESS PRD'S	12-438659	71.23				
001079	PENSKE TRUCK LEASING	12-438660		1,749.50	979509	A70224	
				1,749.50	03-00 0000-000	0000	7200-000 5600-005 071
001079	PENSKE TRUCK LEASING	12-438660	1,749.50				
001093	KONE INC	12-438661		639.61	032455	A70303	
				639.61	06-00 8150-000	0000	8100-000 5600-005 070
001093	KONE INC	12-438661	639.61				
001278	JOHNSON CONTROLS	12-438662		2,423.00	538750	A70249	
				2,423.00	06-00 8150-000	0000	8100-000 5600-005 070
				2,062.43	577093	A70263	
				2,062.43	06-00 8150-000	0000	8100-000 5600-005 070
				3,055.50	959688	A70194	
				3,055.50	06-00 8150-000	0000	8100-000 5600-005 070
001278	JOHNSON CONTROLS	12-438662	7,540.93				
00110	EWING IRRIGATION	12-438663		592.21	150962	A70051	
				592.21	03-00 0300-070	0000	8200-000 4300-014 069
				84.46	158746	A70051	

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000043	PRUDENTIAL OVERALL	12-438650		23.40	522099	A70058	8200-000 4300-014 069
			23.40	23.40	03-00 0300-070	0000	
000043	PRUDENTIAL OVERALL	12-438650					
000067	SAN DIEGO GAS & ELECTRIC	12-438651		1,258.53	ELECTR		8200-000 5500-001 069
				1,258.53	03-00 0000-000	0000	
				106.62	GAS		8200-000 5500-002 069
				106.62	03-00 0000-000	0000	
000067	SAN DIEGO GAS & ELECTRIC	12-438651	1,365.15				
000073	SOUTHLAND TECHNOLOGY, INC.	12-438652		3,077.74	PARTS	A70199	1000-000 4300-016 016
				973.93	03-00 0300-500	1110	1000-000 4300-016 018
				680.39	03-00 0300-500	1110	1000-000 4300-016 020
				680.39	03-00 0300-500	1110	1000-000 4300-016 022
				701.99	03-00 0300-500	1110	1000-000 4300-016 025
				41.04	03-00 0300-500	1110	
				1,900.00	WORKOR	A70198	1000-000 5600-007 012
				475.00	03-00 0300-500	1110	1000-000 5600-007 016
				570.00	03-00 0300-500	1110	1000-000 5600-007 018
				95.00	03-00 0300-500	1110	1000-000 5600-007 020
				190.00	03-00 0300-500	1110	1000-000 5600-007 022
				475.00	03-00 0300-500	1110	1000-000 5600-007 025
				95.00	03-00 0300-500	1110	
000073	SOUTHLAND TECHNOLOGY, INC.	12-438652	4,977.74				
000279	COURTNEY TIRE SERVICE	12-438653		677.90	66707	A70265	8100-000 4300-007 070
				617.90	06-00 8150-000	0000	8100-000 5600-005 070
				60.00	06-00 8150-000	0000	
000279	COURTNEY TIRE SERVICE	12-438653	677.90				
000288	LOURDES QUEZADA	12-438654		125.57	QZADA		1000-000 4300-001 012
				125.57	03-00 0000-000	1110	
000288	LOURDES QUEZADA	12-438654	125.57				
000775	REFRIGERATION SUPPLIES	12-438655		30.86	127400	A70014	8100-000 4300-007 070
				30.86	06-00 8150-000	0000	8100-000 4300-007 070
				68.02	132400	A70014	8100-000 4300-007 070
				68.02	06-00 8150-000	0000	8100-000 4300-007 070
				380.42	138600	A70014	8100-000 4300-007 070
				380.42	06-00 8150-000	0000	8100-000 4300-007 070
000775	REFRIGERATION SUPPLIES	12-438655	479.30				
000801	GRAINGER	12-438656		266.03	040772	A70021	8100-000 4300-007 070
				266.03	06-00 8150-000	0000	8100-000 4300-007 070
				97.71	041984	A70021	

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FIS/PRINT/SERIES12/WARR/REGISTER
PREPARED ON 08/25/2015 AT 20:47
DISTRICT: 033

COMMERCIAL WARRANT REGISTER
SAN YSIDRO
FUND 13-00: CAFETERIA SPCL REVENUE FUND

PAGE 33
WARRANT DATE 08/26/2015

VENDOR NUMBER	VENDOR NAME	----- WARRANT NUMBER	----- AMOUNT	---- INVOICE AMOUNT	----- PURCH ENC #	ACCOUNT DISTRIBUTION
001641	XEROX CORPORATION	12-437687		15.62	XEROX1 A70305	
001641	XEROX CORPORATION	12-437687	15.62	15.62	13-00 5310-000 0000 3700-000 5600-005 085	
*** TOTALS FOR FUND ***			15.62		15.62 (INVOICE) 15.62 (DISTRIBUTION)	

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FIS/PRINT/SERIES12/WARR/REGISTER
PREPARED ON 08/25/2015 AT 20:47
DISTRICT: 033

COMMERCIAL WARRANT REGISTER
SAN YSIDRO
FUND 12-06: CHILD DEVELOPMENT FUND

PAGE 32
WARRANT DATE 08/26/2015

VENDOR NUMBER	VENDOR NAME	----- WARRANT NUMBER	----- AMOUNT	----- INVOICE AMOUNT	----- PURCH ENC #	ACCOUNT DISTRIBUTION
001641	XEROX CORPORATION	12-437686		109.66	XEROX A70301	
				109.66	12-06 6105-000	0001 1000-000 5600-006 076
001641	XEROX CORPORATION	12-437686	109.66			
***	TOTALS FOR FUND	***		109.66		109.66 (INVOICE) 109.66 (DISTRIBUTION)

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001161	HOME DEPOT CREDIT SERVICES	12-437683		32.34	014028	A70054	
				32.34	03-00 0300-070	0000 8200-000	4300-014 069
				49.36	015179	A70017	
				49.36	06-00 8150-000	0000 8100-000	4300-007 070
				31.76	021479	A70054	
				31.76	03-00 0300-070	0000 8200-000	4300-014 069
				6.42	022582	A70017	
				6.42	06-00 8150-000	0000 8100-000	4300-007 070
				49.54	023281	A70017	
				49.54	06-00 8150-000	0000 8100-000	4300-007 070
				46.11	023368	A70017	
				46.11	06-00 8150-000	0000 8100-000	4300-007 070
				209.12	023504	A70017	
				209.12	06-00 8150-000	0000 8100-000	4300-007 070
				81.17	070202	A70017	
				81.17	06-00 8150-000	0000 8100-000	4300-007 070
				25.79	234457	A70017	
				25.79	06-00 8150-000	0000 8100-000	4300-007 070
				12.92	300358	A70017	
				12.92	06-00 8150-000	0000 8100-000	4300-007 070
				37.23	300360	A70017	
				37.23	06-00 8150-000	0000 8100-000	4300-007 070
				107.95	300432	A70017	
				107.95	06-00 8150-000	0000 8100-000	4300-007 070
				214.92	300445	A70017	
				214.92	06-00 8150-000	0000 8100-000	4300-007 070
				53.98	300481	A70017	
				53.98	06-00 8150-000	0000 8100-000	4300-007 070
				65.84	300518	A70017	
				65.84	06-00 8150-000	0000 8100-000	4300-007 070
				228.64	300528	A70017	
				228.64	06-00 8150-000	0000 8100-000	4300-007 070
001161	HOME DEPOT CREDIT SERVICES	12-437683	1,253.09				
001161	HOME DEPOT CREDIT SERVICES	12-437684		107.96	310189	A70017	
				107.96	06-00 8150-000	0000 8100-000	4300-007 070
				10.27	562897	A70017	
				10.27	06-00 8150-000	0000 8100-000	4300-007 070
				22.68	574123	A70017	
				22.68	06-00 8150-000	0000 8100-000	4300-007 070
				34.40	580794	A70017	
				34.40	06-00 8150-000	0000 8100-000	4300-007 070
				92.66	581180	A70017	
				92.66	06-00 8150-000	0000 8100-000	4300-007 070
				102.87	583385	A70017	
				102.87	06-00 8150-000	0000 8100-000	4300-007 070
				33.38	583413	A70017	
				33.38	06-00 8150-000	0000 8100-000	4300-007 070
001161	HOME DEPOT CREDIT SERVICES	12-437684	404.22				

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FIS/PRINT/SERIES12/WARR/REGISTER
 PREPARED ON 08/24/2015 AT 20:02
 DISTRICT: 033

COMMERCIAL WARRANT REGISTER
 SAN YSIDRO
 FUND 03-00/06-00: GENERAL FUND COMBINED

PAGE 15
 WARRANT DATE 08/25/2015

VENDOR NUMBER	VENDOR NAME	----- WARRANT NUMBER	----- AMOUNT	----- INVOICE AMOUNT	----- PURCH ENC #	ACCOUNT DISTRIBUTION
000106	CHEVRON U.S.A. INC.	12-437331		3,147.45	CHVRON	
				1,136.90	06-00 8150-000	0000 8100-000 4300-022 070
				1,074.41	03-00 0000-000	0000 8200-000 4300-022 069
				850.24	03-00 0982-000	0000 3600-000 4300-022 074
				85.90	03-00 0000-000	0000 7700-000 4300-022 067
000106	CHEVRON U.S.A. INC.	12-437331	3,147.45			
	UNRESTRICTED		2,010.55			
	RESTRICTED		1,136.90			
***	TOTALS FOR FUND	***	3,147.45		3,147.45	(INVOICE)
					3,147.45	(DISTRIBUTION)

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001958	LLOYD PEST CONTROL CO.	12-437065		276.00	786307	A70125	
				32.00	13-00 5310-000	0000 3700-000	5600-005 012
				32.00	13-00 5310-000	0000 3700-000	5600-005 016
				32.00	13-00 5310-000	0000 3700-000	5600-005 018
				32.00	13-00 5310-000	0000 3700-000	5600-005 020
				32.00	13-00 5310-000	0000 3700-000	5600-005 022
				32.00	13-00 5310-000	0000 3700-000	5600-005 024
				32.00	13-00 5310-000	0000 3700-000	5600-005 025
				52.00	13-00 5310-000	0000 3700-000	5600-005 085
001958	LLOYD PEST CONTROL CO.	12-437065	276.00				
003524	ACE COOLING & FREEZING	12-437066		1,482.00	65850	A70075	
				195.00	13-00 5310-000	0000 3700-000	5600-005 012
				195.00	13-00 5310-000	0000 3700-000	5600-005 016
				195.00	13-00 5310-000	0000 3700-000	5600-005 018
				195.00	13-00 5310-000	0000 3700-000	5600-005 020
				195.00	13-00 5310-000	0000 3700-000	5600-005 022
				195.00	13-00 5310-000	0000 3700-000	5600-005 024
				312.00	13-00 5310-000	0000 3700-000	5600-005 085
003524	ACE COOLING & FREEZING	12-437066	1,482.00				
003599	COMMERCIAL GAS APPLIANCE	12-437067		325.92	8385	A70120	
				325.92	13-00 5310-000	0000 3700-000	5800-010 022
003599	COMMERCIAL GAS APPLIANCE	12-437067	325.92				
004678	AMAZON.COM, INC.	12-437068		61.92	081315	A70270	
				61.92	13-00 5310-000	0000 3700-000	4300-026 085
004678	AMAZON.COM, INC.	12-437068	61.92				
***	TOTALS FOR FUND	***	2,145.84			2,145.84	(INVOICE)
						2,145.84	(DISTRIBUTION)

FIS/PRINT/SERIES12/WARR/REGISTER
 PREPARED ON 08/21/2015 AT 20:07
 DISTRICT: 033

COMMERCIAL WARRANT REGISTER
 SAN YSIDRO
 FUND 03-00/06-00: GENERAL FUND COMBINED

PAGE 12
 WARRANT DATE 08/24/2015

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004789	BOYS & GIRLS CLUB	12-437064		37,978.04	872	A70310	
				5,471.27	06-00 9065-005	1110	1000-000 5800-000 012
				6,279.92	06-00 9065-005	1110	1000-000 5800-000 016
				5,650.02	06-00 9065-005	1110	1000-000 5800-000 018
				6,302.39	06-00 9065-005	1110	1000-000 5800-000 020
				4,648.25	06-00 9065-005	1110	1000-000 5800-000 022
				4,872.12	06-00 9065-005	1110	1000-000 5800-000 024
				4,754.07	06-00 9065-005	1110	1000-000 5800-000 025
004789	BOYS & GIRLS CLUB	12-437064	37,978.04				
	UNRESTRICTED			.00			
	RESTRICTED			37,978.04			
***	TOTALS FOR FUND	***		37,978.04			
						37,978.04	(INVOICE)
						37,978.04	(DISTRIBUTION)

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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 08, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

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

AGENDA ITEM: SOUTHLAND TECHNOLOGY SERVICES AGREEMENT

BACKGROUND INFORMATION:

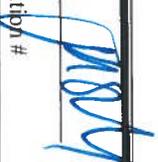
Southland Technology has been assisting the District's Information Management Services Department when technology issues arise and repairs or expertise in a certain field/area is required. This will enable the District to manage the department's infrastructure more efficiently and with predictable cost-effective solutions. Southland Technology will continue to provide their services on an "as needed" basis.

The cost implications for this agreement are:

- Audio Visual Services \$95 per hour
- Field Tech – Desktop Services \$95 per hour
- Senior Systems Engineer – Server/Network Services \$175 per hour
- Overtime and Travel rates may apply

RECOMMENDATION:

Approve/Ratify agreement with Southland Technology (SA# STI-0923015-001) to provide technology services on an "as needed" basis and will be paid from the general fund.

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: 
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Requisition # <input type="text"/>	
Financial Implications?		Are funds for this item available in the 2015-2016 Budget?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="text"/>			
Refer to		General Fund		(Funding account number)	
Cost Implications		<input type="text"/>		<input type="text"/>	
(Amount)		(Name of funding source and/or location)			

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 _____ day of _____, by and between the San Ysidro School District, hereinafter called the "District", and

SOUTHLAND TECHNOLOGY (858) 694-0932
Company/Consultant Telephone Number

8053 Vickers Street, San Diego, CA 92111 csellman@southlandtechnology.com
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 9, 2015 To: October 9, 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, 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, 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, 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, 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, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage.

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 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. **11B.3**
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, loss 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.

11B.3

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

DISTRICT:

San Ysidro School District
J. 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

SAN YSIDRO SCHOOL DISTRICT
Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

J. Arturo Sanchez Macias, Chief Operating Officer
Print Name, Title

Date:

Date

Phone Number

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Olay 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 Olay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

Statement of Work

See attached Exhibit A: Pages 1 through 10

SOUTHLANDTECHNOLOGY

**8053 VICKERS ST.
SAN DIEGO, CA 92111**

858-694-0932

www.southlandtechnology.com

**SERVICES
AGREEMENT**



San Ysidro School District
"Quality education and opportunity for all students to succeed."

SA# STI-0923015-001

Prepared for:

Dr. Julio Fonseca

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Proposal Date
9.23.2015

Proposal Valid To
10.22.2015

Our Services

Today, multiple technology options are available to all businesses. No longer is the technology infrastructure limited merely to servers deployed and managed in-house; now the infrastructure can be designed to run in our Cloud, On-Premise or a hybrid of both. Whichever way you choose, Southland Technology enables you to manage your IT infrastructure more efficiently and with predictable, cost-effective solutions.



Cloud Services

- Dedicated Cloud Management
- Public Cloud Management
- Hybrid Cloud Solutions
- Cloud Assessment Services
- Cloud Migration Services
- Cloud Optimization Services



IT Management

- Cloud Networking
- Network Management
- Server Management
- 24x7 Network Monitoring
- Incident Response Services
- Application Delivery



Help Desk Services

- 8x5 Technical Support
- Troubleshooting
- Remote Diagnostics
- Call Logging
- Incident Management
- Dispatch Services
- Infrastructure Reporting



Backup & Disaster Recovery

- Server Management
- Backup / Tape Management
- Block-Level Backups
- Long Term Tape Retention
- Data Restoration
- Disaster Recovery Design and Implementation



IT Solutions

- Virtualization
- Wired/Wireless Networking
- Network Management
- Security & Compliance
- Storage Area Networks
- Desktops, Notebooks & Servers
- VoIP Phone Systems



Audio Visual Solutions

- Presentation Systems
- Video Conferencing
- Video Walls
- Digital Signage
- Control Panels & Programming
- Audio Visual Support Services
- MS Lync Collaboration

Hourly Service Rates

Outlined below are the available services rates.

Service Levels

Audio Visual Services

\$95/hr.

Installation and maintenance of Audio Visual Presentation Systems, Conferencing Systems, Video Teleconferencing Systems, Streaming Media and Digital Signage Solutions.

Field Tech – Desktop Services

\$95/hr.

Installation and maintenance of desktop workstation and PC hardware/software components, including processors, monitors, internal and external drives and drivers, modems, faxes, internal tape backups, USB printers, and all software associated with the implementation or basic connectivity of these components.

Senior Systems Engineer – Server / Network Services

\$175/hr.

Installation, configuration and troubleshooting of server(s) configured for local area network (LAN) connectivity, remote connectivity, wide area network (WAN) connectivity, server(s) to host connectivity and LAN to host connectivity. This also includes all major network components such as servers, network security, network storage (NAS, SAN), network printers, server-based internal tape backups, switches, bridges, routers, and gateways.

* Note: In the event that Southland Technology has been awarded a bid from San Ysidro School District with a lower rate (i.e. Bid No. 14-15/338 – E-rate), Southland will invoice using the lower rate for work performed under that contract

Hourly Rate

- Business hours: 8am–5pm, Monday – Friday
- Client site: Minimum one hour, billed in 15-min increments thereafter
- Remote support: Minimum 30 min, billed in 15-min increments thereafter

Overtime Rate (hourly rate x 1.5)

- After hours: 5:00pm–8am, Monday – Friday
- All weekends and holidays
- Recognized holidays: New Years and Eve, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and Eve.

Travel Rate (Based upon distance from Southland Technology office to Service location)

- Any travel within the 25-mile radius of the address listed above is billed a flat rate of \$47.50.
- Travel arrangements exceeding the 25-mile radius will be determined on a per-project bases or on a per-mile charge of \$.56 cents per mile or the current Federal Mileage Rate, whichever is higher.

IT Services Agreement

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Agreement Date: 9.23.2015

Client Acceptance SA# STI-09232015-001

I hereby agree to the rates and terms outlined below. Client also understands they are responsible for backing up their data prior to any services being performed. Southland Technology, Inc. (STI) is not responsible for lost, corrupted or damaged data. Data backup services can be provided prior to services being rendered, for an hourly rate, upon request.

For Southland Technology, Inc: **For San Ysidro School District:**

Print Name _____ Print Name _____

Signature _____ Signature _____

Title _____ Title _____

Date: _____ Date: _____

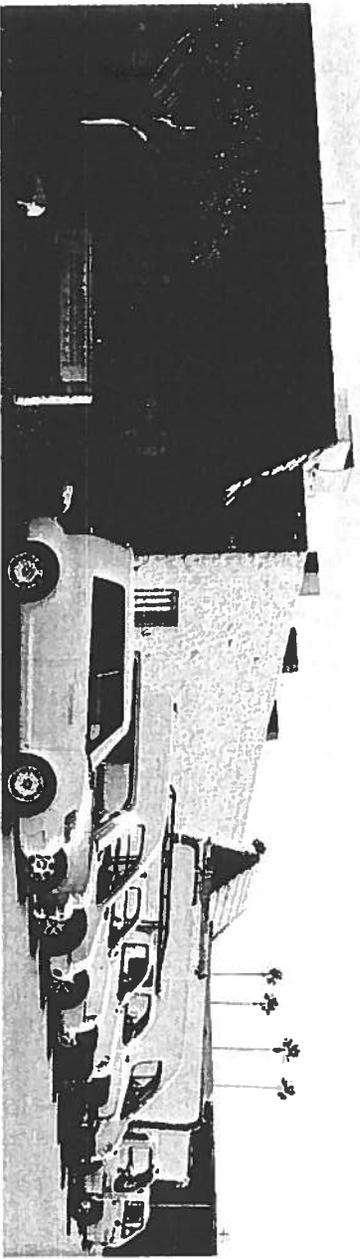
Payment Information:

Please Send Purchase Order to:
Southland Technology
8053 Vickers St., San Diego, CA 92111
Attn: Chris Sellman
Email: csellman@southlandtechnology.com

About Us

Southland Technology is a certified minority owned small business focused on the convergence of voice, video, and data on the IT backbone. We deliver a vast array of hardware, software and peripherals, competitively priced, to create the right Information Technology and Audio Visual solutions for your business. We also design, build and integrate custom solutions to address our customer's needs of today and adjust easily to meet their needs for tomorrow.

Whether it is products, professional services, or complete end to end technology solutions that you're looking for, Southland Technology is positioned to support you in every way. We want to be your business partner and help you build your business to succeed.



Named by the San Diego Business Journal and honored five times, as one of the ten fastest growing, privately held companies in San Diego. Southland Technology continues to grow and expand our expertise and offerings in all areas of our practice.

Inc. 500

2012 Ranking
#1694

Southland Technology
www.southlandtechnology.com
San Diego, CA

Southland Technology's business model
Provides IT services and audio-visual technology to businesses



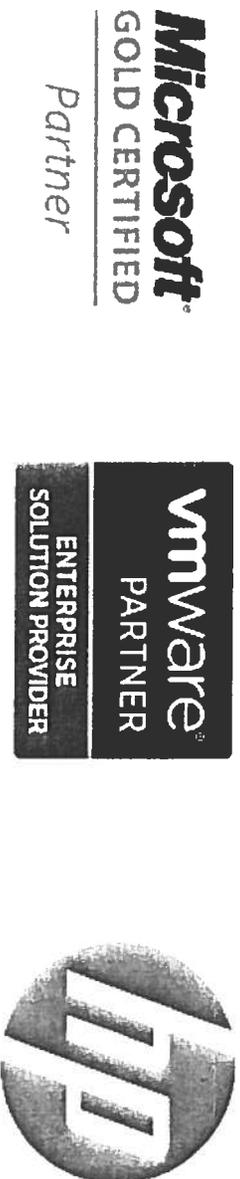
Proud Member



Our Capabilities

Southland Technology's strength is in the vision of our company's leadership, combined with the expertise of our certified technology engineers, and alliance with trusted technology partners. Together, we provide our valued clients, The Right Solution, The First Time.

Information Technology



Audio Visual



Terms & Conditions

This Agreement is entered into on the date signed and returned to Southland Technology, Inc. and is between San Ysidro School District (hereinafter known as Client) and Southland Technology, Inc. (hereinafter known as STI). Client and STI agree to the following provisions:

1. **Payment of Services and Goods**
STI payment terms for services specified in the section(s) above are Due Upon Receipt and will be invoiced on the 1st of the month. Payment for product purchases is due prior to ordering, unless you have been preapproved for Net Terms (subject to credit approval).
2. **Payment Default**
Should the Client default on any obligation incurred under this agreement, the Client agrees to pay penalty interest at a rate of 1-1/2 % per month, 18% per annum will be assessed on past due amounts or maximum allowed by law.
3. **Return of Property**
Both Client and STI shall return to each other any equipment or property belonging to the other party acquired during the course of this project.
4. **Disclaimer; Warranty**
Any and all hardware and software products provided by Southland from third party vendors (Third Party Products) are subject to the terms and conditions set forth in the manufacturers' or publishers' warranty or end-user license packaged with such products with no further warranty of any kind from Southland, including any warranty that such products shall be free from defects in design, material or workmanship. EXCEPT FOR ANY WARRANTY EXPRESSLY SET FORTH IN THE CONTRACT, SOUTHLAND DOES NOT MAKE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND SERVICES TO BE PROVIDED BY IT. WITHOUT LIMITING THE FOREGOING, SOUTHLAND DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND ANY WARRANTIES OR CONDITIONS ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SOUTHLAND SHALL NOT HAVE ANY LIABILITY OR OBLIGATION TO CUSTOMER FOR ANY LOSSES, CLAIMS OR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE TO DATA, ANY INTERRUPTION IN THE OPERATION OF CUSTOMER'S SYSTEMS, ANY DISRUPTION TO CUSTOMER'S BUSINESS OPERATIONS, ANY LOSS OF REVENUES OR PROFITS DUE TO ANY OF THE FOREGOING, OR ANY LOSS DUE TO INCREASED COSTS AND EXPENSES INCURRED BY CUSTOMER AS A RESULT OF ANY OF THE FOREGOING) RELATING TO OR ARISING FROM (I) THE INSTALLATION, USE AND OPERATION IN ACCORDANCE WITH THE REQUIREMENTS FOR SUCH PRODUCTS AND SERVICES AS SET FORTH IN THE CONTRACT, WHETHER SUCH FAILURE IS A RESULT OF FAULTY DESIGN, DEFECTIVE EQUIPMENT, ERRORS OR DEFECTS IN THIRD PARTY PRODUCTS, A BREACH OF ANY SECURITY SYSTEM BY A THIRD PARTY OR OTHER MALICIOUS ACTIONS OF A THIRD PARTY, OR FOR ANY OTHER REASON, IN NO EVENT SHALL SOUTHLAND BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND INCURRED BY CUSTOMER ARISING OUT OF OR RELATED TO ANY FAILURE OF THE PRODUCTS AND SERVICES. SOUTHLAND'S SOLE OBLIGATION TO CUSTOMER IN THE EVENT OF SUCH A FAILURE SHALL BE AS SET FORTH IN THE "REPAIR OBLIGATIONS" PARAGRAPH. CUSTOMER AGREES THAT IT SHALL HAVE NO CLAIM AGAINST AND HEREBY WAIVES AND RELEASES SOUTHLAND FROM ALL LOSSES, CLAIMS AND DAMAGES DESCRIBED IN THIS PARAGRAPH.
5. **Repair Obligations**
IF (I) THE PRODUCTS TO BE INSTALLED AND OPERATED BY, AND THE SERVICES TO BE PROVIDED BY, SOUTHLAND FAIL TO PERFORM IN ACCORDANCE WITH THE REQUIREMENTS FOR SUCH PRODUCTS AND SERVICES AS SET FORTH IN THE CONTRACT, AND (II) SUCH FAILURE OCCURS DURING THE TERM OF THIS AGREEMENT, THEN SOUTHLAND'S SOLE OBLIGATION TO CUSTOMER SHALL BE TO (A) REPAIR, REPLACE (AT ITS OPTION) AND RESTORE THE PRODUCTS AND SERVICES SO AS TO BRING SUCH PRODUCTS AND SERVICES INTO CONFORMANCE WITH THE REQUIREMENTS SET FORTH IN THE CONTRACT (PROVIDED, HOWEVER, THAT SOUTHLAND SHALL HAVE NO REPAIR OR REPLACEMENT OBLIGATIONS WITH RESPECT TO THIRD PARTY PRODUCTS AND INSTEAD CUSTOMER SHALL RELY ON THE WARRANTIES PROVIDED BY SUCH THIRD PARTY VENDORS), OR (B) AT SOUTHLAND'S OPTION, SOUTHLAND SHALL PROVIDE AN EQUITABLE PARTIAL OR FULL REFUND OF FEES PAID WITH RESPECT TO THE DEFICIENT PRODUCTS OR SERVICES, NOTWITHSTANDING THE FOREGOING. SOUTHLAND SHALL HAVE NO OBLIGATION TO REPAIR, REPLACE OR RESTORE THE PRODUCTS AND SERVICES IF THE FAILURE OF THE PRODUCTS AND SERVICES TO PERFORM IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT ARISES OUT OF ANY ACTS OF CUSTOMER OR ITS CONSULTANTS THAT DISTURB THE OPERATION OF THE PRODUCTS AND SERVICES OR ANY FAILURE BY CUSTOMER OR ITS CONSULTANTS TO COMPLY WITH THE RESPONSIBILITIES, PROCEDURES AND PROTOCOLS IMPOSED ON CUSTOMER UNDER THE CONTRACT WITH RESPECT TO THE OPERATION OF THE PRODUCTS AND SERVICES OR COMMUNICATED TO CUSTOMER BY SOUTHLAND DURING THE COURSE OF THE TERM OF THIS AGREEMENT.

- 6. Non-Solicitation of Personnel and Employees, Liquidated Damages**
During the duration of the Contract and for a period of one year following the completion of Southland's services to Customer or any earlier termination of the Contract, Customer agrees to refrain from, directly or indirectly, whether on behalf of Customer or anyone else, soliciting any of Southland's employees to leave the employ of Southland. Customer acknowledges that Southland incurred significant time, expense and energy to screen, hire and/or train its employees. If Customer should violate the terms of this paragraph, Customer acknowledges and agrees that it will be impractical or extremely difficult to ascertain the amount of actual damages that Southland would suffer as a result thereof. Accordingly, Customer agrees that upon any violation of this paragraph, Southland shall be entitled to recover from Customer, as liquidated damages for such violation, (i) with respect to the hiring by Customer of a Southland employee on a full-time basis, an amount equal to one-hundred percent (100%) of the first year's salary payable to such employee (including 25% of any bonus due to such employee with respect to his or her first year of employment with Customer), and (ii) with respect to the hiring by Customer of a Southland employee on an hourly basis, an amount equal to one-hundred percent (100%) of the hourly rate paid to such party during the first year that Customer engages such party. Any amount due under this paragraph shall (i) with respect to liquidated damages based on salary, be due and payable within thirty (30) days of Customer's hire of the Southland employee, (ii) with respect to liquidated damages based on bonuses, be due and payable within thirty (30) days after such bonuses are payable to the Southland employee, and in no event later than thirty (30) days after the end of the first year of employment by Customer of such Southland employee, and (iii) with respect to hourly work, be due and payable within thirty (30) days after the end of each of Customer's regular pay periods to such Southland employee. Nothing contained in this paragraph diminishes or serves as a waiver of Southland's rights with respect to Customer and any of Southland's employees in connection with any violations by any such parties of any non-disclosure or similar agreements or any misappropriation of Southland's Confidential Information.
- 7. Non-disclosure by STI**
All knowledge and information which STI may acquire from the Client, its employees or consultants, including information about inventions, designs, methods, systems, improvements, and other private matters gained while on the premises will be regarded as strictly confidential and shall not be directly or indirectly disclosed by STI to any person or persons other than STI employees without Client's written permission.
- 8. Non-disclosure by Client**
Client agrees that the method by which STI has implemented the services and goods requested are a trade secret of STI. Client agrees that the method used shall be for all time and for all purposes regarded as strictly confidential and shall not be directly or indirectly disclosed by Client to any person without the prior written permission of STI.
- 9. Confidentiality**
Customer may have access to confidential information of Southland concerning Southland's business, including its products, services, technical data, trade secrets, inventions, processes, and customer information (all such information shall be deemed Confidential Information, whether or not identified as such). Customer shall use the Confidential Information solely to facilitate Southland's performance of the services to be provided by Southland under the Contract (Services), and all Confidential Information shall remain the sole property of Southland. With regard to Confidential Information, Customer shall use the same care as it uses to maintain the confidentiality of its own confidential information, which shall be no less than reasonable care, and shall not make disclosure of the Confidential Information to any third party without the written consent of Southland. The parties agree that a breach of the terms of this paragraph would result in irreparable injury to Southland for which a remedy in damages would be inadequate. The parties agree that in the event of such breach or threatened breach, Southland shall be entitled to, in addition to any other remedies available at law or in equity, seek an injunction to prevent the breach or threatened breach of this paragraph.
- 10. Indemnification, and Liability**
Client agrees to indemnify and save harmless STI, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death to persons, or loss of or damage to property, or fines and penalties which may result, in whole or in part by reason of the buying, selling or use of any of the services purchased or provided under this Agreement except to the extent that such damage is due solely and directly to the negligence of STI.
In no event, including negligence, shall either party's liability for breach or alleged breach of this Agreement exceed the total price shown on this Agreement.
- 11. Exclusions for Consequential Damages**
STI is not liable for any loss or damage (including indirect, special, incidental, or consequential damages), caused directly or indirectly by the products or services sold. Some states do not allow limitations or implied warranties (such as warranties of merchantability or fitness for a particular purpose), or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you.
- 12. Reliance on Representations**
Customer acknowledges that Southland has relied on representations, whether oral or written, made by Customer or any of its agents with respect to Customer's systems requirements and needs, the nature and configuration of Customer's systems, the identity of the components in Customer's systems (including both hardware and software elements), and any other aspect of Customer's operations relevant to Southland's ability to select the products, design its systems and services, and set its fees under the Contract. If any of these representations is untrue or misleading in any material respect, the fees due to Southland under the Contract shall be equitably adjusted by Southland, in its business judgment, to reflect the additional cost and expense to be incurred by Southland to address and resolve any issues and problems arising out of the untrue or misleading representations.

13. **Force Majeure**
Subject to the next following sentence, neither party shall be deemed in default of this Agreement to the extent that performance of its obligations (other than an obligation to pay for services rendered by the other party) or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, strikes, unavailability of material facilities, telecommunications services or supplies or any other cause beyond the reasonable control of such party ("Force Majeure"). In the event of such a Force Majeure, the party whose performance is delayed shall give the other party prompt written notice within ten (10) days of the Force Majeure. In addition, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure but not in excess of three (3) months.
14. **Severability**
Should any provision of this Agreement or part thereof be held under any circumstances in any jurisdiction to be invalid or unenforceable, that provision will be stricken and such actions shall not affect the validity or enforceability of any other provision or part of this Agreement.
15. **Governing Law; Venue**
This Agreement will be governed by and construed under, and the legal relations between the parties hereto will be determined in accordance with, the laws of the State of California, without giving effect to such state's conflict of law principles. The parties consent to and submit to the exclusive jurisdiction of the federal and state courts located in San Diego, California.
16. **Client Responsibilities**
Client is responsible for providing STI personnel with the equipment necessary to perform the provisions outlined in this document. Client is also responsible for providing administrative access for all systems related to this proposal, approval for all system downtime for testing and modifications, access to internal personnel related to this project, and access to the Client's facility during regular business hours and outside of those hours as required to complete the provisions outlined in this document within the scheduled time-line. Client agrees to pay STI for services according to the terms and schedules outlined in this document.
17. **Equipment and Material Requirements**
In cases where on-site access is required, STI requires that a desk and telephone be made available to STI personnel until all work is completed. STI assumes that the equipment and software that will be used to complete this project has been legally acquired and remains in working condition throughout the duration of the Agreement.
18. **Camera Installations**
In Under the Contract, Southland is to install cameras to provide video surveillance over specific areas designated by Customer. Customer acknowledges that the coverage by the cameras of Customer's property or grounds is limited to those areas specified by Customer in the Contract and that Southland is not designing the camera system to provide comprehensive video coverage of Customer's entire property or grounds. As provided in the "Disclaimer, Warranty" paragraph above, Southland shall have no liability to Customer or any of its employees, visitors, invitees or licensees if an incident should occur on Customer's property or grounds and the incident is not captured by the cameras because (i) the incident is outside the coverage area of the cameras, (ii) Customer fails to operate the cameras properly or at the time of the incident, or (iii) the camera system fails to operate properly. Southland's sole obligation with respect to the occurrence of clause (iii) is set forth in the "Repair Obligations" paragraph above. Southland makes no representation that the camera system will deter criminal activity on Customer's property or grounds.
19. **Hourly Minimums**
STI requires that all Client site and remote work be billed according to the following minimums, one (1) hour on-site and thirty (30) minutes remote. After meeting the hourly minimums, remaining work will be billed in fifteen (15) minute increments. Hourly rates will be charged in accordance with the service contract. A detailed description of services performed can be made available upon request.
20. **Urgent Response**
Support requested outside of normal business hours or the scope of this contract will be billed at urgent response rate. The rate for Urgent Response On/Off Site/Telephone Support/Travel Time is \$225 per hour. After the first hour, Urgent Response will be billed in fifteen (15) minute increments.
21. **Limits**
STI's performance of the responsibilities outlined in this document assumes that the Client has complied with all Client Responsibilities and Equipment and Material requirements. Contingent upon mutual consent, both parties agree to accommodate deviations in the time schedule. Client cooperation is necessary to accommodate system downtime for testing and trouble-shooting. STI has the discretion to use more than one consultant to cover the support, research, and proposal conception for this contract. STI shall not be liable for delays or interruption in service beyond its control or due to an act of God, earthquake, fires, strikes, floods, unusually severe weather delays in transportation or due to the fault of manufacturer-required input or assistance with equipment, including equipment warranty or service issues.
22. **Work Locations and Availability**
Portions of this project may be performed remotely where applicable. Arrangements can be made in advance by the Client and STI for remote system access to minimize response times when this is deemed critical by the Client.
23. **Entire Agreement; Modifications**
The Contract and these Supplemental Terms and Conditions constitute the entire and final expression of the agreement of the parties with respect to the subject matter hereof and supersede all prior agreements, representations, warranties or communications, oral and written, between the parties hereto or communicated or given to Customer prior to the execution of the Contract. The Contract and these Supplemental Terms and Conditions may be modified or amended only by an instrument in writing signed by the parties hereto.

Contact Information

SOUTHLAND TECHNOLOGY

8053 Vickers St., San Diego, CA 92111
P: 858-694-0932 F: 858-694-0938

Primary Contact Chris Sellman Sr. Enterprise Account Manager E: csellman@southlandtechnology.com	Contact Phone P: 858-634-4110 C: 619-252-5931
Sales Contact Chris Sellman Sr. Enterprise Account Manager E: csellman@southlandtechnology.com	Contact Phone P: 858-634-4110 C: 619-252-5931
Support Contact Southland Helpdesk E: helpdesk@southlandtechnology.com	Contact Phone P: 858-694-0936 P: 858-634-4106

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board **BOARD MEETING DATE:** October 08, 2015

FROM: Julio Fonseca, Ed.D **SCHOOL/DEPARTMENT:** Business Services
Superintendent Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: AGREEMENT WITH CALIFORNIA FINANCIAL SERVICES

BACKGROUND INFORMATION:

The District is required to conduct several analysis and submit reports to government agencies. In order to be in compliance the District would like to retain the services of California Financial Services (CFS). CFS will assist the District in developing, implementing and managing a Facilities Financial Management and Reporting System that is integrated with the District's existing fiscal system operated by the County and the District. These services will include the reconstruction of past fiscal year's program activity and the management of the District's facility funding program going forward.

Charges incurred will be paid from the Building Fund or Community Facilities District (CFD's) with no impact to the general fund.

RECOMMENDATION:

Approve the agreement with California Financial Services to be paid from the Building Fund or Community Facilities District (CFD's) with no impact to the General Fund.

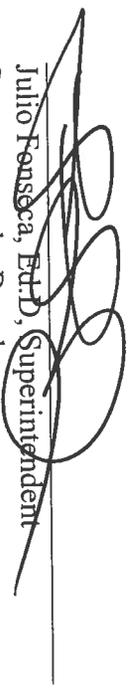
Renewal New Amendment Ratify Other **Business Services Reviewed:** 

Financial Implications? Are funds for this item available in the 2015-2016 Budget? Requisition #

Yes No Yes No

Rates based on Fees Schedules (Amount) Building Fund or CFD Funds (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**

By and Between

CALIFORNIA FINANCIAL SERVICES

and

SAN YSIDRO SCHOOL DISTRICT

OCTOBER 1, 2015

THIS AGREEMENT, dated October 1, 2015, by and between San Ysidro School District, located in San Diego County, California, a school district duly organized under the laws of the State of California (the "DISTRICT"), and C Financial Investment, Inc., a California corporation d.b.a. CALIFORNIA FINANCIAL SERVICES (the "CONSULTANT").

WITNESSETH

WHEREAS, the DISTRICT has determined it has an immediate and ongoing need for the CONSULTANT to provide the professional consulting services set forth in Section 1 of this AGREEMENT including the referenced Exhibits attached hereto;

WHEREAS, the DISTRICT and the CONSULTANT have reasonably concluded that the described services herein do not currently constitute municipal advisory services as the term is applied by the SEC and the MSRB to firms acting as an advisor in connection with the analyzing, structuring or advising on matters related to the structuring and/or issuing of municipal bonds;

WHEREAS, the CONSULTANT has disclosed that it is specifically not qualified to provide legal or investment advice related to legal matters that impact the use or restrictions of certain funds or the investment of any DISTRICT funds as part of its services hereunder;

WHEREAS, the CONSULTANT is being engaged to identify eligibility and file applications under the State School Facility Program (SFP) for projects that the DISTRICT shall have sole responsibility for evaluating the need and usefulness of the projects for implementing the DISTRICT's facility master plan;

WHEREAS, the services required and described in this AGREEMENT are highly specialized and are not otherwise required by the DISTRICT except during periods when capital facilities are being funded and expended for its School Facility Funding Program and for the ongoing maintenance and compliance related to any resulting debt issuances and/or State SFP applications; and

NOW, THEREFORE, it is mutually agreed as follows:

The DISTRICT hereby retains the CONSULTANT to perform the services, upon the terms, subject to the conditions, and in consideration of payments as hereinafter set forth.

I. SERVICES TO BE PROVIDED BY CONSULTANT

The CONSULTANT shall perform the services ("Consulting Services") set forth in the statements of work (the "Statement of Work") that are attached as Exhibits A through F to this AGREEMENT in a diligent manner consistent with the usual and customary professional standards. This AGREEMENT and the Statement of Work shall be referred to herein as the "AGREEMENT".

The CONSULTANT may be directed by the DISTRICT in writing to perform supplemental tasks, analyses, expert testimony or assignments related to the provision of the services in this AGREEMENT ("Special Related Consulting Services"). Such related services are intended to supplement the services as described herein as circumstances may, from time-to-time, require assistance with matters related to but not contemplated by this AGREEMENT.

II. COMPENSATION FOR SERVICES RENDERED

A. FEES

DISTRICT shall pay CONSULTANT a fee computed according to the fee schedule incorporated into in each of the attached Statements of Work ("Fee Schedules") for the Consulting Services rendered.

The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of any Special Related Consulting Services, based on the time and materials expended, at a rate of \$250 per hour plus expenses as described herein.

B. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES

Unless otherwise stated within the Fee Schedule, CONSULTANT shall be reimbursed for out-of-pocket expenses, which include extraordinary travel expenses, charges for outside services specifically requested by the DISTRICT, filing fees, other printing charges and other like expenditures -- provided that if any individual expense exceeds \$500.00, the CONSULTANT shall obtain the PRIOR WRITTEN APPROVAL of the DISTRICT's superintendent, chief business officer or facility planning representative -- each of whom shall be a DISTRICT employee. The CONSULTANT shall be reimbursed for such expenses upon submitting an itemized statement therefore. These expenses shall be billed no more frequently than monthly, if incurred, and payable within thirty (30) days of receipt of the CONSULTANT's invoice.

C. INVOICES

Unless otherwise stated within the Fee Schedules, on or about the 15th day following each month during which Consulting Services are rendered hereunder, CONSULTANT shall deliver to DISTRICT an invoice for the Consulting Services performed and the reimbursable expenses incurred in the prior month. All fees and reimbursable expenses shall be payable within thirty (30) days of receipt of the CONSULTANT's invoice.

III. OTHER MATTERS

A. **DISTRICT Data Stored on DATA VAULT** - The CONSULTANT will provide DISTRICT access to the CONSULTANT'S proprietary online **DATA VAULT** to manage, tag, upload, organize and store important documentation required for OPSC closeout audits, Federal reporting obligations and local DISTRICT compliance requirements. CONSULTANT shall reasonably protect such data from loss or theft but shall not take extraordinary measures to protect data stored in the vault. The DISTRICT is advised to retain copies of

items stored in the vault and only to store non-confidential documents as part of utilizing this service.

B. Severability - Should any portion of the AGREEMENT be invalidated through legal proceedings, the remaining portions of the AGREEMENT shall remain valid and binding upon both parties;

C. Sub-consultants – The CONSULTANT may utilize inputs and data provided by the DISTRICT, DISTRICT consultants or third parties retained by the CONSULTANT without or at the direction of the DISTRICT. The CONSULTANT agrees that all payments to such sub-consultants retained by the CONSULTANT shall be the sole responsibility of the CONSULTANT.

D. Independent Contractor Status - CONSULTANT and any and all agents and employees of CONSULTANT shall perform the services required pursuant to this AGREEMENT as an independent contractor, not as officers, employees or agents of the DISTRICT. In providing the services contemplated by this AGREEMENT, the CONSULTANT shall maintain a professional working relationship with the DISTRICT.

E. Indemnity - CONSULTANT shall indemnify, defend and save the DISTRICT, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in court action with or in any manner arising out of CONSULTANT'S performance of or failure to perform any of the duties contemplated by this AGREEMENT, unless such failure was caused in whole or in part by a negligent act or omission of DISTRICT. DISTRICT shall indemnify and hold CONSULTANT its officers, agents and employees harmless from any and all actions or omissions to act which are the responsibility, in whole or in part, of DISTRICT. The obligation to indemnify and hold a party harmless as set forth herein shall include payment of any and all attorney's fees and other expenses which are the subject of such agreement to indemnify and hold harmless, in addition to any damages actually incurred.

F. Special Provision for Ongoing Investigations, Litigation and Law Enforcement Related Activities – The DISTRICT shall compensate the consultant separately, at its hourly consulting rate, for any ADDITIONAL services made necessary by any external investigation by State, County or Federal authorities of District expenditures or CONSULTANT prepared data provided that the investigation does not arise primarily from the activities of the CONSULTANT. The CONSULTANT shall be entitled to recover reasonable legal costs made necessary by its involvement in any such investigations including legal advice related to the preparation of materials to be used in testimony or as evidence in such investigations and legal expenses incurred as a result of proposed or actual legal actions involving the CONSULTANT that are not primarily the result of acts of gross negligence or misconduct of the CONSULTANT.

G. Taxes - CONSULTANT shall be liable and solely responsible for paying all required taxes, including, but not limited to, federal and state income taxes and social security taxes, on

- all amounts payable to CONSULTANT. All payments to the CONSULTANT shall be reported to the appropriate State and Federal tax authorities as required.
- H. Amendment** - This agreement cannot be changed or supplemented orally and may be modified or suspended only by written instrument executed by all parties.
- I. Compliance with Law** - While performing the services contemplated by this AGREEMENT, CONSULTANT and DISTRICT agree to comply with all applicable laws and regulations.
- J. Work Records** - All written work products generated by CONSULTANT, shall be deemed to be the mutual property of the DISTRICT and the CONSULTANT. The DISTRICT's right to documents produced by CONSULTANT pursuant to this AGREEMENT shall be limited to read-only copies of the work performed and shall not include any ownership interest, license or possession of any spreadsheets, databases, computer models or data files utilized in preparing the read-only materials.
- K. Entire Agreement** - This AGREEMENT constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral relating to the services to be provided in the AGREEMENT. Prior agreements not directly related to the services to be provided in this AGREEMENT shall remain in full force and effect.
- L. Successors Permitted, Assignment** – This agreement shall remain valid and binding upon a successor DISTRICT or CONSULTANT in the event that either entity is merged, unified, divided or formed as a successor to either of the two parties to this AGREEMENT.
- M. Execution of the AGREEMENT in Counterparts** - This AGREEMENT may be executed in several counterparts each of which shall be an original. Electronic signatures may be provided to this AGREEMENT or any amendment thereto consistent with the provisions of the California Uniform Electronic Transactions Act.
- N. Term of the AGREEMENT** - The initial term of this AGREEMENT shall be five (5) years commencing on the date of signing hereof.
- O. Renewal of the AGREEMENT** - At the expiration of the initial term, this AGREEMENT shall automatically renew on a month-to-month basis unless otherwise terminated or extended for a longer term by the mutual consent of the parties. Any renewal shall be considered an extension of the original agreement for the purposes of calculating fees. Failure to renew the AGREEMENT shall not result in a reduction, cancellation or termination of any fees which have been earned by, but not yet paid to the CONSULTANT during the term of the AGREEMENT, and all such fees shall remain payable pursuant to the AGREEMENT's provisions regarding CONSULTANT's fees for services provided hereunder.
- P. Termination of the AGREEMENT** - This AGREEMENT may be terminated by either party, with or without cause, upon thirty days written notice of either the DISTRICT or the

CONSULTANT. All fees (other than hourly fees that shall be paid on an hourly basis notwithstanding termination) shall be prorated according to the percentage of work completed by the CONSULTANT on the date of DISTRICT termination of other services to be provided under this AGREEMENT, and are due and payable no later than the effective date of termination.

Termination with respect to State Revenue Generation consulting shall require the DISTRICT to pay the CONSULTANT any contingent fees that are unpaid pending State funding prior to the effective date of any termination. In the event that the applications have been delivered to the applicable State agency as of the date of termination, the 100% of the contingent fees due shall be become due and payable upon termination. For applications that have been prepared but unfiled, the District shall pay 60% of the contingent fee that would have been due had the application been filed and funded by the State. In the event that the CONSULTANT has only completed SFP eligibility calculations as of the date of termination, the DISTRICT shall pay the CONSULTANT 30% of the amounts identified by the CONSULTANT in its eligibility determination spreadsheets.

Q. Fee Disputes – The parties agree to work cooperatively to resolve any, if any fee, disputes that arise during the term of this contract. Should such efforts fail to resolve any dispute(s), the parties agree that any legal costs incurred to enforce the terms of this agreement shall be recoverable by the prevailing party.

R. Notices. Except for invoices submitted by CONSULTANT, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed or send by electronic transmission to such party at their respective addresses as follows:

If to DISTRICT:

Jose Arturo Sanchez Macias
Chief Operations Officer
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
Phone: (619) 428-4476
Fax: (619) 428-9355
arturo.macias@sysd.k12.ca.us

If to CONSULTANT:

Mark Epstein
Managing Director
California Financial Services
412 Humboldt Street
Santa Rosa, CA 95404
Phone: (707) 544-7800
Fax: (707) 523-4082
mepstein@calschools.com

All notices shall be effective immediately upon personal delivery or electronic transmission; or on the first business day after delivery to an overnight delivery service, or on the third business day if mailed, postage prepaid

V. DISPUTE RESOLUTION

DISTRICT and CONSULTANT shall use good faith efforts to resolve all disputes informally through direct discussions between the DISTRICT REPRESENTATIVE and a representative of CONSULTANT to be appointed by CONSULTANT for this purpose.

If the parties cannot resolve their dispute by direct consultation, the dispute shall be referred to mediation through the offices of Judicial Arbitration and Mediation Services (JAMS) at the JAMS office which is geographically most closely located to the chief administrative office of DISTRICT. The parties shall jointly attempt to agree on a mediator from a list of mediators provided by JAMS< but if they cannot so agree, they shall request that JAMS provide the parties with a list of potential mediators containing an odd number of not less than five, and DISTRICT and CONSULTANT shall alternatively strike one name from the list with the last remaining name deemed to be the mediator selected by the parties.

If the dispute is not resolved in mediation, the matter shall then be submitted to binding arbitration through JAMS and such arbitration shall be conducted pursuant to the JAMS Streamlined Arbitration Rules & Procedures.

Nothing contained herein shall limit either party from seeking injunctive or equitable relief from a court of competent jurisdiction, provided that such injunctive or equitable relief shall be solely in addition to, and not in substitution for the dispute resolution process otherwise provided herein.

The prevailing party in any arbitration or litigation procedure shall be entitled, in addition to any other relief to an award of reasonable attorney's fees incurred.

IN WITNESS WHEREOF, the DISTRICT has caused these presents to be properly executed and the CONSULTANT has caused these presents to be properly executed, as of the date hereinabove set forth.

SAN YSIDRO SCHOOL DISTRICT

By: _____

Title: _____

CALIFORNIA FINANCIAL SERVICES

By: _____

Michael Ogburn
Senior Vice President

EXHIBIT A
STATEMENT OF WORK

**KeyAnalytics PROJECT TRACKING
AND REPORTING SERVICES**

STATEMENT OF WORK

KeyAnalytics PROJECT TRACKING AND REPORTING SERVICES

SERVICES TO BE PROVIDED BY CONSULTANT

The CONSULTANT shall assist the DISTRICT in developing, implementing, and overseeing a **Facilities Financial Management and Reporting System** that is integrated with the DISTRICT's existing fiscal system operated by the County and/or the DISTRICT. The CONSULTANT shall receive financial data from the DISTRICT at least monthly in a form exported from the DISTRICT's Fiscal System to be uploaded by the CONSULTANT to its **CFS InternetAccess** platform. The Financial Management & Reporting System is designed to enhance the ability of the DISTRICT to:

1. Track all major revenue/funding sources identified by the DISTRICT that are being utilized to fund the DISTRICT's School Funding Program including G.O. Bonds, COPs, State grants, developer mitigation revenues, and other financing and funding sources, if applicable, in a comprehensive and cumulative system.
2. Track all other School Funding Program revenue sources identified by the DISTRICT so that each revenue source can be viewed individually and in a combined manner with other revenue sources.
3. Establish budget categories, as identified by the DISTRICT, for each authorized school project, project component, and revenue/funding source(s).
4. Report disbursement of funds from each revenue source for each school project and each expenditure category, as directed by the DISTRICT.
5. Track cumulative fund account activities (across fiscal years) for each DISTRICT fund account including, but not limited to Building Fund 21, State Fund 35, Developer Fee Fund 25, and other Capital Facility and/or Municipal Funding Program fund accounts (including Trustee bank accounts where applicable), as identified by the DISTRICT, as applicable.
6. In addition to the Standard Reports provided with the **CFS InternetAccess** platform, when requested, prepare a monthly **FACILITY PROJECT SUMMARY REPORT** identifying budgets, encumbrances, disbursements and remaining balances for each designated school project within the School Funding Program according to the DISTRICT's specifications.
7. Prepare a periodic **COMPREHENSIVE FACILITY PROJECT BUDGET AND CASH FLOW UPDATE REPORT** that includes a summary of budgets, encumbrances, disbursements, remaining balances, and an overview of the active School Funding Program projects at a mutually agreed upon frequency as circumstances dictate.
8. Assist in preparing periodic reports for the local community and attend meetings, if necessary, to review the capabilities of the **CFS InternetAccess** platform and the content of the report(s) to local community;

9. Assist in preparing data and reports associated with the filing of the SAB 50-06 Expenditure Reports subject to DISTRICT review and confirmation;
10. Provide Assistance with OPSC audit inquiries and responses, where applicable (billed on an hourly basis at the CONSULTANT's stated consulting rate provided herein);
11. Provide initial and ongoing training to DISTRICT staff including transition training as staff and job descriptions change within the DISTRICT and/or the CONSULTANT incorporates supplemental features into the **CFS InternetAccess** platform.
12. Provide up to 5 gigabytes of storage for critical documents associated with the School Funding Program in the **CFS InternetAccess** platform's **DATA VAULT**; and
13. Provide the DISTRICT's authorized staff with user names and passwords in order to enable web access to the **InternetAccess platform**.
14. Local Compliance Services including Preparing Specialized Reports
 - a. Assist the DISTRICT in providing documentation and information needed to comply with the local requirements established by the DISTRICT's Governing Board, G.O. Bond statutes, and internal accounting/auditing policies and procedures, including:
 - (1) Prepare up to 4 periodic Board/community updates per year; and
 - (2) Assist DISTRICT auditors by providing the data necessary to complete the annual audits required by G.O. Bond, if applicable.
 - b. Assist DISTRICT auditors by providing requested information needed to complete the year-end closeout of DISTRICT funds and outstanding debt obligations.

FEE SCHEDULE

The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of the **KeyAnalytics Project Reporting and Tracking Services**, as described above, the following amounts:

1. ANNUAL FEE: \$40,000 for up to 12 hours per month of CONSULTANT staff time including uploading data and providing general support and assistance in reconciling future financial data and preparing reports for the community, the Board, and DISTRICT auditors as directed by the DISTRICT. This fee is due in four quarterly installments on the first day of April, July, October and January.);
2. SETUP FEE: A one-time **InternetAccess Platform** set-up fee of \$5,000 (that includes a discount of \$5,000 from the regular fee of \$10,000 for CASBO members) for the initial upload of the current fiscal year of DISTRICT data including the set-up of budget categories and project definitions. This fee is due upon the execution of this AGREEMENT;
3. PROGRAM RECONSTRUCTION: A fee for downloading and reconstructing historical data prior to the current fiscal year of fee of \$17,500 for each fiscal year of historical data

- uploaded and reconstructed without limit as to hours of CONSULTANT time required to complete this task. *The DISTRICT shall provide direction to the CONSULTANT as to the years of historical data it requires the CONSULTANT to upload as part of the AGREEMENT. This fee is due when the results of the program reconstruction are delivered to the DISTRICT;*
4. OPSC AUDITS: A fee of \$250 per hour for assistance with OPSC audit responses or data requests. *The DISTRICT is under no obligation to contract with the CONSULTANT for OPSC audit assistance as part of this AGREEMENT;* and
 5. DATA VAULT: storage for up to 5 gigabytes of District selected School Funding Program documentation for seven (7) years is included in the annual fee for services for so long as the CONSULTANT is continuously providing *KeyAnalytics* services. *Additional increments of 5 gigabytes can be purchased for \$150 per year. After seven (7) years, the DISTRICT may maintain its active DATA VAULT for a fee of \$250 per year or request the DISTRICT data be transferred to a storage medium provided to the CONSULTANT for a one-time fee of \$250.*

EXHIBIT B
STATEMENT OF WORK

CONTINUING DISCLOSURE
COMPLIANCE SERVICES

STATEMENT OF WORK

CONTINUING DISCLOSURE COMPLIANCE SERVICES

SERVICES TO BE PROVIDED BY CONSULTANT

CONSULTANT will provide specialized consulting services to assist the DISTRICT in complying with their obligations as an Issuer under Securities Exchange Commission ("SEC") Rule 15c2-12. The specific activities to be performed by CONSULTANT include the following:

1. PREPARE ANNUAL REPORTS: assist the DISTRICT in preparing and distributing the information required to be provided annually, by the applicable Continuing Disclosure Agreement(s), for the following issuances:
 - a. San Ysidro School District, General Obligation Bonds, Election of 1997, Series D
 - b. San Ysidro School District, General Obligation Bonds, Election of 1997, Series E
 - c. San Ysidro School District, General Obligation Bonds, Election of 1997, Series F
 - d. San Ysidro School District, General Obligation Bonds, Election of 1997, Series G
 - e. San Ysidro School District, 2012 General Obligation Refunding Bonds
 - f. San Ysidro School District, 2015 General Obligation Refunding Bonds
 - g. San Ysidro School District, 2007 Certificates of Participation (School Facilities Project)
 - h. San Ysidro School District, 2012 Certificates of Participation (School Facilities Project)
 - i. San Ysidro School District, 2015 Refunding Certificates of Participation

The list of issuances above may be modified from time to time by agreement of DISTRICT and CONSULTANT.

2. PREPARE SIGNIFICANT EVENT NOTICES: Assist the DISTRICT with the reporting of significant/listed events, to the extent included in one or more Continuing Disclosure Agreements, listed above, including known events and events known to the DISTRICT and communicated to the CONSULTANT, occurring during the fiscal year.
3. SEC INQUIRES AND OTHER EVENTS: Assist the DISTRICT with the responding to SEC inquiries and reporting of other events as the DISTRICT may be obligated to report in a Continuing Disclosure Agreement, listed above, which also shall be provided to the CONSULTANT by the DISTRICT in a timely manner.

FEE SCHEDULE

The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of the Continuing Disclosure Compliance Services, as described above, the following amounts:

1. PREPARE ANNUAL REPORTS: An annual fee for administering and filing the continuing disclosure report with EMMA of \$2,500 for the first annual report and \$1,500 for each

- additional report filed in the same fiscal year. This fee is due once the report has been delivered;
2. PREPARE SIGNIFICANT EVENT NOTICES: A fee of \$250 per hour for the preparation of Significant Event Notices.
 3. RESPONSE TO SEC INQUIRES AND OTHER EVENT NOTICES: A fee of \$250 per hour for assisting the DISTRICT in responding to SEC inquires and the preparation of other event notices.

EXHIBIT C
STATEMENT OF WORK

SPECIALIZED STATE REVENUE
GENERATION SERVICES

STATEMENT OF WORK

SPECIALIZED STATE REVENUE GENERATION SERVICES

SERVICES TO BE PROVIDED BY CONSULTANT

The CONSULTANT will provide the specialized State Revenue Generation Services (“State Funding Services”) needed to develop, implement, and provide ongoing management support, of a State Revenue Generation Program needed to maximize and retain the DISTRICT’s current and future eligible State Grant Funds, including assistance with the following activities:

1. PREPARE SUMMARY EDUCATIONAL SPECIFICATION: In conjunction with the assigned architect, prepare SFPD 4.07 or 4.08 Educational Specification Summary for New Construction, Modernization and Overcrowded Relief Grant (“ORG”) projects (collectively, the “SFP Funding Amounts”) , including coordinating submittal of plans to the California Department of Education (“CDE”) for review and approval.
2. PREPARE SFP FUNDING APPLICATIONS: Prepare applications (SAB 50-04 Application for Funding) for each of the DISTRICT’s eligible Modernization, New Construction, ORG, and joint-use projects when working drawings are completed. Coordinate with the architect(s) to file requests for any excess funding or facility hardship categories, including ADA and Fire Life Safety and High Performance grants, which are eligible under the School Facility Program (“SFP”). Coordinate with architect(s)/cost estimator(s) to ensure the 60 percent commensurate rule established by the Office of Public School Construction (“OPSC”) is met for funding approval.
3. APPLICATION REVISIONS: Revise and/or update applications based on changes to the DISTRICT’s eligibility and/or SFP regulatory changes related to future statewide school bond issuances.
4. NEW CONSTRUCTION ELIGIBILITY UPDATE: Update New Construction eligibility based on current CBEDS/CALPADS data and City/County approved new housing tract maps provided to the CONSULTANT by the DISTRICT.
5. MODERNIZATION ELIGIBILITY UPDATE: Update Modernization eligibility based on information and site maps provided by the DISTRICT and changes made by OPSC following review of the DISTRICT’s initial modernization eligibility.
6. FUND RELEASE: Coordinate with DISTRICT staff, construction manager, and architect to prepare for release of State SFP Funding Amounts after each project has been apportioned including compliance with bidding, construction contract, and Labor Compliance requirements.
7. STATE LIAISON: Serve as a liaison with the OPSC and the CDE needed to monitor and facilitate the:

- a. Processing of preliminary and final plan approval;
 - b. State eligibility documents and applications for approval by the State Allocation Board ("SAB") and subsequent apportionments of the State SFP Funding Amounts;
 - c. Monitor the application submittals to OPSC and SAB for final apportionment approval; and
 - d. Assist the DISTRICT in responding to the 15-day and 4-day letters initiated by OPSC through the processing of the funding application.
8. OTHER PLANNING SERVICES: Provide assistance to DISTRICT regarding other potential funding opportunities for other facility related projects upon request.

FEE SCHEDULE

The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of the Specialized State Revenue Generation Services, as described above, the following amounts:

1. STATE FUNDING APPLICATION/MANAGEMENT: A fee equal of two (2) percent of the SAB apportionment for each project SFP Funding Amount that is due in two phases to the CONSULTANT for providing all of the services set forth in Items A through H above. The first phase of the fee totals \$3,500 per project application, and is due upon submittal of the funding application to the OPSC. The balance of the two percent fee is due upon the State action to apportion the SFP Funding Amounts; and
2. EDUCATIONAL SPECIFICATIONS: When applicable, a fee equal to \$5,000 per site for the coordination and development of the educational specifications when required for a new school or replacement school as described in Items J and I above. This fee is due upon submittal of the funding application to the OPSC.

EXHIBIT D
STATEMENT OF WORK

DEVELOPER MITIGATION
SERVICES

STATEMENT OF WORK

DEVELOPER MITIGATION SERVICES

SERVICES TO BE PROVIDED BY CONSULTANT

CONSULTANT will provide specialized consulting services to assist the DISTRICT with the negotiation and implementation of mitigation terms related to the future impact of planned residential development. Such assistance shall include but not be limited to the following activities, as the DISTRICT deems necessary:

1. IDENTIFY IMPACTS AND NEGOTIATE TERMS OF DEVELOPER MITIGATION:
 - a. Review information related to planned residential developments within the boundaries of the DISTRICT;
 - b. Coordinate with the applicable planning agency, property owner, and/or builder to determine the number of units, type of units and timing of the development;
 - c. Prepare a projection of the number and timing of students to be generated as a result of development;
 - d. Coordinate with DISTRICT staff and architect to estimate the facility impacts of the projected students and the resulting costs;
 - e. Represent the DISTRICT, as its specialized financial planner and mitigation advisor, in negotiating terms for the mitigation of the identified impacts including but not limited to: i) cash payments in excess of statutory fee, ii) formation of a Community Facilities District, iii) formation of a School Facilities Improvement District, and/or iv) favorable site acquisition terms;
 - f. Assemble and manage the other funding team members required to implement the approved mitigation terms;
 - g. Assist with the preparation of documents, Board resolutions and presentations required by District to implement mitigation terms including but not limited to School Facilities Mitigation Agreements and Joint Community Facilities Agreements; and
 - h. Attend relevant meetings of the DISTRICT's Board and prepare Board presentations for staff and/or present such presentations directly to the Board.
2. FORMATION OF COMMUNITY FACILITIES DISTRICTS (SPECIAL TAX CONSULTING):
 - a. Participate in meetings and conference calls as necessary throughout the formation process;
 - b. Gather information regarding property and planned development (acreage, number of units, unit's square footage, sales price, timing, and existing and proposed overlapping property taxes and assessments);

- c. Prepare an estimated budget of the proposed improvements to be financed, including issuance costs related to the bonds;
 - d. Prepare a special tax analysis including a variety of special tax categories based on the anticipated development. The analysis will include effective tax rates and maximum special tax coverage;
 - e. Review special tax analysis with funding team, modify if necessary and finalized prior to moving forward with the formation;
 - f. Develop the Rate and Method of Apportionment of Special Tax ("RMA") based on the special tax analysis described above;
 - g. Coordinate the preparation of a boundary map in accordance with the Streets and Highways Code, 18-inch by 26-inch format suitable for recording as well as 8-inch by 11 -inch format including a configuration of parcels at the time of district formation;
 - h. Coordinate the appropriate signatures for the map and record the boundary map after approval by the DISTRICT's Board;
 - i. Verify the number of registered voters within the proposed Community Facilities District ("CFD") with the Registrar of Voters;
 - j. Prepare the Community Facilities District Report in accordance with Government Code Section 53321.5;
 - k. Assist with the preparation of documents, Board resolutions and presentations required by DISTRICT for the formation of the CFD; and
 - l. Attend relevant meetings of the DISTRICT's Board and prepare Board presentations for staff and/or present such presentations directly to the Board as requested by the DISTRICT.
3. ISSUANCE OF DEBT REPAYED BY SPECIAL TAXES (SPECIAL TAX CONSULTING):
- a. Create tables for the Preliminary Official Statement and Official Statement. These tables typically include:
 - (1) Maximum special tax coverage;
 - (2) Effective tax rate table showing the tax rate projected to be on an average developed parcel in the CFD;
 - (3) Projected special taxes based on development status at bond sale;
 - (4) Sample tax bill; and
 - (5) Direct and overlapping debt.
 - b. Review Preliminary Official Statement and Official Statement with respect to information included in the Community Facilities District Report, additional bond issues, foreclosure covenants, disclosure agreements, and escrowed proceeds (if applicable);
 - c. Review the fiscal agent agreement/bond indenture prepared by Bond Counsel; and

- d. Review and sign the Special Tax Consultant Certificate certifying that the maximum special tax rates are sufficient to meet debt service requirements in relation to the issuance of bond.

FEE SCHEDULE

The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of the Developer Mitigation Services, as described above, based on the time and materials expended based on the following hourly fee schedule:

HOURLY RATES	
Principals and Managers	\$250/Hour
Analysts	\$125/Hour
Clerical Staff	\$ 45/Hour

In no event shall the amount received by the CONSULTANT for rendering of services associated with the Issuance of Debt Repaid by Special Taxes (Special Tax Consultant), as described above, be less than \$30,000 per bond issuance. The fees associated with the issuance of bonds are due upon the successful closing of the bonds.

EXHIBIT E
STATEMENT OF WORK

COMMUNITY FACILITIES DISTRICT
ANNUAL ADMINISTRATION SERVICES

STATEMENT OF WORK

COMMUNITY FACILITIES DISTRICT ANNUAL ADMINISTRATION SERVICES

SERVICES TO BE PROVIDED BY CONSULTANT

CONSULTANT will provide specialized consulting services to assist the DISTRICT with the annual administration of Community Facilities District Special Taxes. Such assistance shall include but not be limited to the following activities:

1. **SPECIAL TAX LEVY CALCULATION:** Annually calculate and submit the special tax roll to be levied on the secured roll of the County. The procedures to accomplish this will include the following activities:
 - a. **Determine Annual Special Tax Requirements** - Prepare analysis for each CFD reflecting cost recovery needs, pending debt service requirements and fund balances available to pay the current year's debt service, all administrative expenses, and if required, any amounts needed to replenish the reserve fund;
 - b. **Update Files with New Parcel Information** - Using building permit and final map information available from appropriate municipalities identify all new assessor parcel numbers that are subject to the special tax for the current fiscal year and integrate this information with all prior year's data. If applicable, files will be updated to reflect any prepayments of the special tax;
 - c. **Maintain Information on Undeveloped Property** – At the direction of the DISTRICT, update and maintain relevant information on all additional property within the CFD boundaries that currently may not be subject to a special tax, but which may/will be in the future;
 - d. **Update Special Tax Rates and Tax Roll** - Perform analysis to produce updated special tax levy that reflects the current taxable parcels, pertinent parcel information for determining taxing category and rate, and per the Rate and Method of Apportionment, the current year's special tax and effective maximum tax. Produce a table of tax rates to be included with the resolution authoring the special tax;
 - e. **Transmit Information to the County for Application to the Secured Roll** - Produce a data file of the current year's charges in the required format and deliver to the auditor's office with a letter of authorization identifying the number and amount of the charges; and
 - f. **Process All Unapplied Charges** - If necessary, identify unapplied charges and research corrected parcel numbers. Resubmit under corrected assessor's parcel numbers prior to auditor's resubmittal deadline.

2. **DELINQUENCY MANAGEMENT:** Monitor Special Tax delinquencies and assist District in complying with all bond covenants. The procedures to accomplish this will include the following activities:
 - a. Obtain delinquency listings after each installment due date from the County;
 - b. Prepare a detailed report after each installment payment due date outlining the aggregate delinquency level and listing each individual delinquent property owner;
 - c. Cause to be mailed a letter informing the delinquent property owners of the current delinquency status;
 - d. Obtain a delinquency listing after the close of the fiscal year from the County;
 - e. Prepare a detailed report at the close of each fiscal year outlining the aggregate delinquency level and listing each individual delinquent property owner;
 - f. Cause to be mailed a delinquency demand letter to delinquent property owners informing said property owners of the current delinquency status; and
 - g. In situations where debt has been issued and covenants exist regarding delinquencies, inform the DISTRICT of the procedural steps that must be followed if any delinquency continues, and at the DISTRICT's request inform a DISTRICT - appointed attorney of all steps that have taken place.
3. **SPECIAL TAX INQUIRES:** Respond to all inquiries made by staff, property owners or developers related to the special tax. Response to each inquiry will be initiated within one business day of receipt of such inquiry. The inquiring party will be provided with either immediate information or an estimate of when the information will be forthcoming.
4. **SPECIAL TAX PREPAYMENT:** Determine the special tax prepayment amount for all property owners desiring to prepay their special tax obligation as provided for in the Rate and Method of Apportionment or applicable resolutions. The procedures to accomplish this will include the following activities:
 - a. Develop a prepayment calculation worksheet and procedure for each CFD;
 - b. Provide interested property owners with necessary forms and prepayment information;
 - c. Prepare, notarize and distribute the Notice of Special Tax Cancellation; and
 - d. Identify for the property owner and DISTRICT collection and distribution of prepayment funds, and record appropriate documents with the Recorder's Office of the County.
5. **CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION REPORTING:** Pursuant to SB 1464, prepare an annual report for each CFD with debt outstanding to be submitted to the California Debt and Investment Advisory Commission. The annual report will contain current information with respect to fund balances, delinquency activity and subsequent foreclosure actions, current assessed values for both developed

and undeveloped property, and the withdrawal of any reserve funds to make necessary debt service payments.

FEE SCHEDULE

The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of the services associated with the Annual Administration of Community Facilities District, as described above, based on the annual fee schedule below:

CFD	PARCELS	ANNUAL FEE
CFD No. 1	587 Parcels	\$12,000
CFD No. 2	877 Parcels	\$12,000
CFD No. 3	1,156 Parcels	\$16,000

These fees are due in four quarterly installments on the first day of April, July, October and January.

EXHIBIT F
STATEMENT OF WORK

DEVELOPMENT IMPACT FEE
JUSTIFICATION SERVICES

STATEMENT OF WORK

DEVELOPMENT IMPACT FEE JUSTIFICATION SERVICES

SERVICES TO BE PROVIDED BY CONSULTANT

CONSULTANT will provide specialized consulting services to prepare a Developer Fee Justification Study covering both Residential and Commercial/Industrial Development ("Study") and a School Facilities Needs Analysis ("Analysis") for the District. The Study will justify statutory school fees for the District and identify the full school facilities impacts to be mitigated by these types of development within the DISTRICT. The Analysis will calculate and justify alternative school facilities fees. The specific activities to be performed by CONSULTANT shall include the following:

1. DEVELOPER FEE JUSTIFICATION STUDY PREPARATION SERVICES:
 - a. Calculate student generation factors ("SGF") by housing category (i.e., single family detached and multi-family attached) and school level. SGFs will be calculated by comparing student enrollment of the DISTRICT to residential data provided from the County Office of the Assessor ("Assessor");
 - b. Review the school facilities capacity of the DISTRICT as reported on SAB Form 50-02 to determine the number of students that can be adequately housed at each school level.;
 - c. Review development plans and tract maps of jurisdictions (e.g., city or county) served by the DISTRICT, to estimate the number of future residential units by housing category that can be constructed within the School District;
 - d. Compare existing enrollment to facilities capacity, by school grade level, to determine whether any surplus seats exist to house students generated from future residential units;
 - e. Project the number of students to be generated by housing category and school grade level from future residential units within the DISTRICT;
 - f. Estimate the number and type of school facilities by school grade configuration that will need to be construct of expanded by the DISTRICT based on the projected enrollment and the capacity of existing school facilities.
 - g. Reviewing and analyzing documents of the DISTRICT to estimate the cost of constructing or expanding the school facilities identified. If the DISTRICT cannot provide sufficient cost information regarding the construction or expansion of school facilities, costs will be estimated using the square footage and cost allowances established by the OPSC;
 - h. Estimate the "actual" school facilities impacts per unit and square foot of residential floor space by each housing category. Confirm that the "actual" school facilities

- impacts per square foot of residential floor space exceeds the new Residential School Fee for a housing category;
- i. Estimate the employment generation rates per building square foot and per gross acre by commercial/industrial building and the employee migration factor for the DISTRICT utilizing prior studies prepared for the DISTRICT and/or data provided by the San Diego Association of Governments ("SANDAG") and the Bureau of the Census. Estimate the current number of workers per household within the DISTRICT (if possible, by commercial/industrial building) based on current housing and employment estimates by state and county agencies, supplemented by the Census and other available data. Project the number of new "local households" that will locate within the DISTRICT as a direct result of commercial/industrial development within the DISTRICT adjusting for new housing units;
 - j. Estimate student enrollment increases for each commercial/industrial building, based on SGFs and the local household impacts per commercial/industrial building unit;
 - k. Estimate additional student enrollment increases for each commercial/industrial building based on: (i) employment-related inter-district transfer rates and (ii) estimated student enrollment increases per commercial/industrial building;
 - l. Estimate the "actual" school facilities impacts per square foot of commercial/industrial floor space for commercial/industrial building. Confirm that the "actual" school facilities impacts per square foot of commercial/industrial floor space for commercial/industrial building are less than the difference between the average "actual" school facilities as a result of the development of a residential unit and the estimated Residential School Fees for such unit; and
 - m. Prepare draft and finals version of a report presenting the findings of the Study. Final versions of the report can be provided in PDF format, in addition to bound copies.
2. SCHOOL FACILITIES NEEDS ANALYSIS PREPARATION SERVICES:
- a. Reviewing documentation (i.e., SAB Forms 50-01, 50-02, and 50-03) to determine if the DISTRICT has been eligible for new construction funding under the Leroy F. Greene School Facilities Act of 1998;
 - b. Determine if the DISTRICT meets two of the four need and funding effort requirements listed in Government Code Sections 65995.5(3)(C);
 - c. Identify excess capacity that can be used to house future students by comparing existing capacity to enrollment provided by the District and allocating any such capacity to students projected to be generated from future residential units;
 - d. Calculate student generation rates ("SGRs") by housing category pursuant to Government Code Section 65995,6 (b) (e.g., single family detached, single family attached, and multifamily) and school level for the DISTRICT by comparing enrollment data of the District to residential data of the County Assessor for residential units constructed in the previous five (5) years;

- e. Review information provided by the DISTRICT and/or gathered independently, from the planning agencies for the jurisdictions served by the DISTRICT to determine the number of residential units and estimated square footage to be constructed over the next five (5) years;
- f. Project the number of students to be generated by housing category and school level from future residential units within the DISTRICT based on the residential units to be constructed over the next five (5) years,;
- g. Determine the school facilities that need to be expanded and/or constructed to accommodate students generated from future residential units;
- h. Determine the total cost impacts involved in providing the identified school facilities by multiplying the total number of students served by the per-pupil grant levels established in SB 50. In addition, site acquisition and site development costs per student at each school level shall be included;
- i. Identify local funds and/or assets of the DISTRICT which may be used to reduce the total school facility cost impacts. Calculate an adjusted total school facility cost impacts
- j. Calculate the Alternative No. 2 Fee per square foot that the DISTRICT is justified in charging future residential development;
- k. Calculating the Alternative No. 3 Fee per square foot that the DISTRICT is justified in charging future residential development;
- l. Prepare drafts and final reports presenting the findings of the School Facilities Needs Analysis; and
- m. Final versions of the Analysis can be provided in PDF format, in addition to bound copies.

FEE SCHEDULE

The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of the Development Impact Fee Justification Services, as described above, the following amounts:

1. DEVELOPER FEE JUSTIFICATION STUDY PREPARATION SERVICES: The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of Developer Fee Study Preparation Services, as described above, a fixed fee of \$8,500 inclusive of all ordinary expenses. Ordinary expenses shall include expenses associated with (i) the acquisition of data required to prepare the Study and (ii) CONSULTANT'S attendance at two meetings at the DISTRICT'S offices. Such fee shall be payable in two equal installments, 50% at the time work is commenced and 50% once the final Study is delivered; and

2. SCHOOL FACILITIES NEEDS ANALYSIS PREPARATION SERVICES: The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of School Facilities Needs Analysis Preparation Services, as described above, a fixed fee of

\$7,250 inclusive of all ordinary expenses. Ordinary expenses shall include expenses associated with (i) the acquisition of data required to prepare the Analysis and (ii) CONSULTANT'S attendance at two meetings at the DISTRICT's office. Such fee shall be payable in two equal installments, 50% at the time work is commenced and 50% once the final Study is delivered.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 08, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

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

AGENDA ITEM: JOHNSON CONTROLS AGREEMENT

BACKGROUND INFORMATION:

The District would like to retain the services of Johnson Controls on an "as needed" basis for preventive maintenance and repair services under a block repair agreement. The District currently has approximately 380 HVAC units district-wide and the District's manpower is not sufficient to cover all service calls.

RECOMMENDATION:

Approve/Ratify the agreement with Johnson Controls in the estimated amount of \$20,000 but not to exceed \$80,000.

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <u>Yes</u>
Financial Implications?					Are funds for this item available in the 2015-2016 Budget?
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Requisition # <u> </u>
<input type="text" value="\$80,000"/>		<input type="text" value="General Fund - Maintenance"/>		<input type="text" value="-"/>	
(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 9th day of October 2015, by and between the San Ysidro School District, hereinafter called the "District", and

Johnson Controls (866) 283-6733
Company/Consultant Telephone Number

9630 Ridgehaven Ct., Suite A, San Diego, CA 92123 csellman@southlandtechnology.com
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 9, 2015 To: October 8, 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. 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 ~~Page 3 of 19~~ ~~Page 3 of 19~~

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 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 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.

11B.5

Page 5 of 11

Page 5 of 9

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:	JOHNSON CONTROLS
Name:	
Title:	
Address:	9630 Ridgeway Ct., Suite A
City/State/Zip code:	San Diego, CA 92123
Telephone:	
Email:	

DISTRICT:

San Ysidro School District
 Jose Arturo Sanchez Macias
 Chief Operating Officer
 4350 Olay 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

Johnson Controls
Firm Name

SAN YSIDRO SCHOOL DISTRICT
Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Jose Arturo Sanchez Macias, Chief Operating Officer
Print Name, Title

Date:

Date

Phone Number

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Olaj 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 Clay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

Statement of Work

See attached Scope of Work from Johnson Controls
2 pages



EXHIBIT A



Customer: San Ysidro School District
4350 Olay Mesa Road
San Ysidro, CA 92173

Estimate #: GB15-1160
Proposal Date: 9/25/15

Site: Same
Subject: Block Repair Agreement

Base Scope of Work

To provide San Ysidro School District with our preferred customer rate schedule, we would like to offer preventative maintenance and repair services on an "as needed" basis under this block repair agreement. With this agreement, the San Ysidro School District will receive the reduced rates listed below (15%) and a parts discount of 45% discount from list price on Johnson Controls parts or software / 25% from list price discount on all other parts and material. If the block dollar amount has been reached, additional block repairs may be purchased at that time.

HVAC MECHANICAL TECHNICIAN:

- Regular Time – \$131 per hour
- Overtime – \$167 per hour
- Holiday Time – \$222 per hour
- Zone Charge – \$85 per visit

METASYS CONTROL TECHNICIAN:

- Regular Time – \$161 per hour
- Overtime – \$241 per hour
- Holiday Time – \$322 per hour
- Zone Charge – \$85 per visit

BLOCK PRICE: \$20,000.00

Thank you for this opportunity to be of service and for your confidence in allowing Johnson Controls to provide your facility's service needs. To proceed with this proposal, please sign below and return an approved copy for our records. If you would like more information, please contact me at (858) 614-8544.

Sincerely,

Gary Brown
Account Executive
Johnson Controls, San Diego Branch
HVAC|Controls|Security|Fire

APPROVED: _____ PO# _____ DATE: _____

9630 Ridgeway Ct., Suite A, San Diego, CA 92123 – 24 Hour Service (866) 283-6733



EXHIBIT A



TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

- 1. SCOPE OF WORK** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc (JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to hazards without JCI's express written consent.
- 2. INVOICE AND PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agree to pay, be furnished upon request, as the work progresses, to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
- 3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- 4. EQUIPMENT WARRANTY.** Johnson Controls, Inc (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.
- 5. LABOR WARRANTY.** Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. These warranties are in lieu of all other warranties, expressed or implied, including but not limited to those of merchantability and fitness for a specific purpose. Under no circumstances shall JCI be liable for any special, indirect, or consequential damages arising from or relating to any defect in material or workmanship of equipment or the performance of services.
- 6. LIABILITY.** JCI shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- 7. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- 8. DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to: acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
- 9. COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.
- 10. DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
- 11. INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
- 12. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.
- 13. OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.
- 14. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
- 15. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

9630 Ridgeway Ct., Suite A, San Diego, CA 92123 – 24 Hour Service (866) 283-6733

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 8, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Special Education & Special Services
Sergio Campos, Psy.D., Director

AGENDA ITEM: AMENDMENT TO PARADIGM HEALTHCARE SERVICES AGREEMENT
FOR 2014-15

BACKGROUND INFORMATION:

The San Ysidro School District currently has an agreement with Paradigm Healthcare Services to reduce the administrative burden associated with the time survey submission and review process by providing healthcare billing services for 2014-15 (3rd & 4th Quarters) school year. It has become necessary to amend the agreement with Paradigm to include the 1st and 2nd Quarters of 2014-15 in order to meet submission timelines and be in compliance.

The cost implication including all 4 quarters of billing submissions are:
Medi-Cal Administrative Activities (MAA) Quarters 1, 2, 3, & 4 for school year 2014-2015: \$45.00 per participant claimed on Client's MAA Invoice per quarter.

RECOMMENDATION:

Approve the amendment to the Paradigm Healthcare Services Agreement to provide health billing services and consultation to include quarter 1 and 2 of school year 2014-15 to be paid from the Medi-Cal Administrative Activities funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: Yes

Financial Implications? Are funds for this item included in the 2015-2016 Budget?
 Yes No Yes No

Requisition # 7889

As indicated above
Cost Implication
(Amount)

MAA Funds
(Name of funding source and/or location)

03-00-0490-000-1110-1000-5600-005-052
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No
Superintendent's Office Certification:


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



AMENDMENT TO SERVICE AGREEMENT

This Amendment to Service Agreement (“Amendment”) is entered into as of the 1st day of October 2015 between Paradigm HealthCare Services, LLC, a California Limited Liability Company (“Paradigm”) and San Ysidro Unified School District, a Local Education Agency (“Client”).

RECITALS

Paradigm is engaged in the business of providing Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Paradigm is and has been providing Client, certain LEA Billing Services and/or MAA Billing Services pursuant to a Service Agreement dated July 1, 2015 (“Agreement”).

Paradigm and Client desire to amend and modify the services and fee provisions contained in their Service Agreement effective as of July 1, 2015.

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

TERMS

1. *Definitions.*

Except as otherwise provided herein, the terms of this Amendment shall have the same meaning as given in the Agreement.

2. *Amend Service Agreement to include:*

(1) **Invoice Processing for FY 2014/15 Q1-Q2.** Paradigm will assist Client in preparing the fiscal information needed to complete the MAA invoice. Paradigm will compile all required invoice data (including the Time Survey Summary Results) provided by Client and prepare MAA invoices in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal quarter during the Term of the Agreement. Client will be afforded a reasonable opportunity to monitor Paradigm efforts, and will have final approval of the MAA invoices prior to submission by Paradigm.

(2) **Direct Charge for FY 2014/15 Q1-Q2.** Paradigm will assist Client in the calculation of direct charges, provided that Client supplies Paradigm with the information necessary to make such calculations in accordance with DHCS school-based MAA directives.

(3) **Agency Coordination for FY 2014/15 Q1-Q2.** Paradigm will coordinate the submittal of the MAA Operational Plan and MAA invoice to the County or Regional MAA Coordinator and provide information requested by regional, state and federal agencies as related to the MAA Operational Plan and invoices submitted thereunder.

3. Extend *Client's MAA Obligations* to include the FY 2014/15 Q1-Q2 MAA claiming period.
4. Extend *Fee and Payment Terms* to include the FY 2014/15 Q1-Q2 MAA claiming period.
5. **Coordination of Agreement and Amendment Terms.**

Except as provided herein, the Agreement between Paradigm and Client will remain in full force and its terms shall apply to this Amendment. In the case of any conflict between any provision in this Amendment and any provision of the Agreement, the provisions of this Amendment shall supercede and will be controlling.

6. **Severability.**

If any provision of this Amendment is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Amendment shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.

7. **Entire Agreement.**

This Amendment and the Agreement together constitute the entire understanding and agreement of the parties with respect to the subject matter thereof and supersede all prior agreements, understandings, negotiations, and discussions of the parties, whether oral or written. There are no agreements, understandings, restrictions, representations or warranties other than those set forth in the Agreement and this Amendment.

8. **Counterparts.**

This Amendment may be executed in any number of faxed or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by duly authorized persons to be effective as set forth herein.

PARADIGM: **CLIENT:**
 PARADIGM HEALTHCARE SERVICES, LLC SAN YSIDRO UNIFIED SCHOOL DISTRICT

By: <u><i>Constance Laflamme</i></u>	By: _____
Print Name: Constance Laflamme	Print Name: _____
Title: Executive Director	Title: _____
Date: 10/1/15	Date: _____
Address: _____	Address: _____
Attn: Constance Laflamme	_____
311 California Street, Suite 200	_____
San Francisco, California 94104	_____
Phone: (415) 616-0920	Phone: (____) _____ - _____

11B.6

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 08, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

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

AGENDA ITEM: AMENDMENT TO LEGAL SERVICES AGREEMENT WITH
BRYAN C. VESS APC TO INCLUDE FRANTZ LAW GROUP, APPLC

BACKGROUND INFORMATION:

On April 30, 2015, the Governing Board approved the legal services agreement with Bryan C. Vess APC. During Mr. Vess' absence, it is necessary to continue with representation and Frantz Law Group, APPLC will be filling in.

The Governing Board authorized the agreement on September 10, 2015 during closed session and this is the proper execution of it. This amendment has zero fiscal impact because Frantz Law Group will be splitting Bryan Vess' fee which is contingent upon gross recovery in connection to San Diego Case No. 2015-00009253-CU-PN-CTL.

RECOMMENDATION:

Approve/Ratify the amendment to the legal services agreement with Bryan C. Vess APC to include Frantz Law Group, APPLC.

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)

Contingent on gross recovery
(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

AMENDMENT TO LEGAL SERVICES AGREEMENT DATED MARCH 14, 2015

The Legal Services Agreement dated March 14, 2015 and executed on April 18, 2015 and April 30, 2015, by and between Bryan C. Vess, APC, as attorney, and San Ysidro School District, as client, is hereby amended to reflect that Frantz Law Group, APLC will jointly represent San Ysidro School District with Bryan C. Vess, APC.

Any attorneys' fees will be split between the law firms as follows: Frantz Law Group, APLC will receive 25% of the attorney fees, Bryan C. Vess, APC will receive 75% of the attorney fees.

The Legal Services Agreement will otherwise continue upon the same terms as though fully set forth herein. This amendment does not alter the negotiated fee agreement between San Ysidro School District and their attorneys as set forth in the Legal Services Agreement and will not increase the attorney fee chargeable to San Ysidro School District for attorney services in any respect.

Dated: _____
Frantz Law Group, APLC

Dated: _____
Bryan C. Vess, APC

Dated: _____
San Ysidro School District
Julio Fonseca, Ed.D., Superintendent

Board Approved: _____