SAN LEANDRO UNIFIED SCHOOL DISTRICT
14735 Juniper Street
San Leandro, CA 94579

INDEPENDENT CONSULTANT CONTRACT FOR PROFESSIONAL SERVICES
(PROPOSITION 39 ENERGY CONSULTANT SERVICES)

This Independent Consultant Contract for Professional Services ("Contract") is made and entered into as of the 28th day of May, 2014 by and between the **San Leandro Unified School District**, San Leandro, California ("District") and **Famand, Inc., dba Indoor Environmental Services** ("Consultant" or "IES"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of the following:

   Perform all Proposition 39 program "energy planning activities" and related services, including without limitation completing an "energy expenditure plan" that will be approved by the California Energy Commission.

2. **Term**. The term of this Contract shall be Six (6) months, which is the time period in which Consultant must provide all of its Services, including its deliverables, to the District. This shall be the term ("Term") unless this Contract is extended, terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents**. The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Contract
X	Workers' Compensation Certification
X	Fingerprinting/Criminal Background Investigation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form

4. **Compensation**. Consultant's fee for the performance of Consultant's Services shall be a total fee not to exceed **Fifty Eight Thousand Five Hundred Dollars ($58,500)** (Consultant's Fee"). District shall pay Consultant according to the following terms and conditions:

   4.1. Consultant's schedule of values and price breakdown of the Services is attached hereto and incorporated herein as **Exhibit "B"**.

   4.2. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

   5.1. Not applicable.

6. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Contract, except as follows:

   6.1. Not applicable.

7. **Independent Contractor**. Consultant, in the performance of this Contract, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

8. **Designated Representatives**. The Consultant shall coordinate with District personnel and/or its designated representatives as may be requested and desirable.

9. **Performance of Services.**

   9.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

   9.2. **Meetings.** Consultant and District agree to participate in regular meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services. Consultant is responsible for identifying the frequency, attendees and agendas necessary to conduct effective meetings, the schedule of which will be reasonably approved by the District. District may also request meetings as it feels appropriate and necessary. Consultant shall attend meetings as may be reasonably requested by District.

   9.3. **District Approval.** The work completed herein must meet the approval of the District.

      9.3.1. Within forty-five (45) days of the District's receipt of the Investment Grade Energy Audit from Consultant, the District may request Consultant make changes or additions to Investment Grade Energy Audit. The District and Consultant shall negotiate the changes or additions to the Investment Grade Energy Audit in good faith. If the Parties cannot agree on the changes or additions to the Investment Grade Energy Audit within sixty (60) days from the date the District requests the change or addition, the District may, in its sole discretion, cease negotiations with Consultant, terminate the Contract, and procure Services from another consultant.

10. **Originality of Services**. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Contract, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. **Copyright/Trademark/Patent**. Consultant understands and agrees that all matters produced under this Contract shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and

maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

12. **Audit**. Pursuant to California Public Resources Code section 26206, subdivision (e), all Services or Work under this Contract is subject to audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Contract. Consultant shall retain these books, records, and systems of account during the Term of this Contract and for five (5) years after the District submits the final reports for all completed energy expenditure plans pursuant to the Proposition 39 program. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

13. **Termination**.

    13.1. **Without Cause By District**. District may, at any time, with or without reason, terminate this Contract and compensate Consultant only for services satisfactorily rendered to the effective date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner.

    13.2. **Without Cause By Consultant**. Consultant may, upon thirty (30) days notice, with or without reason, terminate this Contract. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source ("Replacement Consultant").

        13.2.1. Consultant acknowledges and accepts that services rendered prior to termination in accordance with this section may have a reduced value due to the incomplete nature of the work product. Among other considerations, the work may need to be analyzed, evaluated and assumed by Replacement Consultant as a basis for its work. As a result, Consultant's compensation for services rendered prior to that date of termination shall be reduced accordingly.

    13.3. **With Cause By District**. District may terminate this Contract upon giving of written notice of intention to terminate for cause. Cause shall include:

        13.3.1. material violation of this Contract by the Consultant; or
        13.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
        13.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

    Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Contract shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Contract, the Consultant shall immediately pay the

excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. **Indemnification**. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or this Contract, including without limitation the payment of all consequential damages.

15. **Insurance**.

    15.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

        15.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

        15.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

        15.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

15.2. **Proof of Carriage of Insurance**. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

15.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

15.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

16. **Assignment**. The obligations of the Consultant pursuant to this Contract shall not be assigned by the Consultant.

17. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances, regulations, and guidelines. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

18. **Certificates/Permits/Licenses**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Contract.

19. **Employment with Public Agency**. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Contract.

20. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require

like compliance by all its subcontractor(s).

21. **Fingerprinting of Employees**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Contract prior to Consultant's performing of any portion of the Services.

22. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Contract, if applicable.

23. **No Rights in Third Parties.** This Contract does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

    24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

    24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

    24.3. Consultant agrees to remove or re-assign its employees as may be reasonably requested by the District as a result of the District's evaluation. The District shall provide its request in writing, convey the basis for its request and provide reasonable time for Consultant to satisfy the District's request.

25. **Limitation of District Liability**. Other than as provided in this Contract, District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the Services performed in connection with this Contract.

26. **Disputes**. In the event of a dispute between the parties as to performance of Services, Contract interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Contract nor stop performing Services.

27. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Contract.

28. **Notice**. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District:	**Consultant:**
San Leandro Unified School District	Indoor Environmental Services
14735 Juniper Street	1512 Silica Avenue
San Leandro, CA 94579	Sacramento, California 95815
ATTN: Mike McLaughlin, Ed.D., Superintendent	ATTN: Stan Butts, Vice President

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

29. **Integration/Entire Agreement of Parties**. This Contract constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Contract may be amended or modified only by a written instrument executed by both Parties.

30. **California Law**. This Contract shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Contract shall be maintained in the county in which the District's administrative offices are located.

31. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

32. **Severability**. If any term, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

33. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Contract, except as otherwise provided in this Contract, has any authority to bind the other to any agreements or undertakings.

34. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

35. **Captions and Interpretations.** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the Parties.

36. **Calculation of Time.** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

37. **Signature Authority.** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each Party has been properly authority and empowered to enter into this Contract.

38. **Counterparts.** This Contract and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

39. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date indicated below.

Dated: _____, 20___	Dated: _____, 20___
San Leandro Unified School District	**Famand, Inc., dba Indoor Environmental Services**
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Information regarding Consultant:

Consultant:	**Famand, Inc., dba Indoor Environmental Services**
License No.:	CSLB: 646794
Address:	12512 Silica Avenue, Sacramento CA 95815
Telephone:	916.988.8808
Facsimile:	916.348.3020
E-Mail:	_____

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

_____:
Employer Identification and/or Social Security Number

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Contract.

Date: _____

Name of Consultant or Company: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

At least one of the two boxes below **must** be initialed, with the corresponding certification provided, and this form attached to the Independent Consultant Contract for Professional Services ("Contract"):

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Contract and Consultant certifies its compliance with these provisions as follows: "*Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto*."

☐ Consultant's services under this Contract shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 Consultant shall ensure the safety of the pupils by providing continual supervision and monitoring of all Consultant's on-site Employees of Consultant by an Employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Contract with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: _____
Name of Consultant or Company: _____
Signature: _____
Print Name and Title: _____

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Contract.

The scope of Services are more specifically described herein and shall, as directed by the District, include the following:

1. **Perform all Proposition 39 program "energy planning activities" and related services, including without limitation completing an "energy expenditure plan" approved by the California Energy Commission.**

    a. "Energy Planning Activities" is defined by Proposition 39: California Clean Energy Jobs Act – 2013 Program Implementation Guidelines ("Prop. 39 Guidelines"), as my be amended, revised, and includes the following:

        i. **Conduct Fact-Finding Meetings with Key District Staff.** Includes without limitation, as determined necessary by the Consultant, the Consultant will conduct meetings with facility maintenance and operational staff as well as fiscal services and other department staff to establish a good understanding of the District's facilities and various related components as a basis for the most effective approach to create an Energy Expenditure Plan.

        ii. **Energy Audits, Energy Surveys, and Data Analytics ("Investment Grade Energy Audit").** Includes without limitation Energy Surveys, Data Analytics, calculating Savings to Investment Ratios ("SIR"), and performing Level 2 Energy Audits (if required to secure Proposition 39 funding) under ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers). The Investment Grade Energy Audit shall satisfy all Proposition 39 mandated requirements, and the Investment Grade Energy Audit is subject to approval by the District's governing board.

        iii. **Proposition 39 Program Assistance.** Providing District assistance in completing Proposition 39 program requirements, including without limitation Steps 1 through 7 of the Proposition 39 program's Process to Receive K-12 Energy Project Award Funding. Accordingly, Proposition 39 Program Assistance includes, without limitation, assembling and providing utility data, benchmarking school sites, performing eligible energy project prioritization considerations, sequencing of facility improvements, performing eligible energy measure identification, performing cost-effectiveness determinations, and completing and submitting an energy expenditure plan that will be approved by the California Energy Commission.

        iv. **Energy Manager.** Responsibilities include the improvement of energy efficiency by evaluating the schools' energy use and implementing energy policies, strategies, programs, and energy measures. Energy Manager is responsible for stakeholder engagement strategies including education, awareness, "buy-in" and "ownership" to ensure the most effective efficiency strategies are sustained. Energy managers may review related work that could improve health and safety or classroom conditions. Typical responsibilities include, but are not limited to, evaluating and monitoring current energy usage, identifying energy saving opportunities in existing facilities, ensuring accurate records are maintained, providing technical energy efficiency and conservation services, and managing all stages of energy efficiency implementation, including energy project implementation.

v. **Energy-Related Training.** Energy efficiency training of District employees.

vi. **Government Code sections 4217.10 *et seq.*** Perform analysis and prepare documents for the District's governing board to make sufficiently informed decisions regarding requisite findings pursuant to Government Code sections 4217.10 *et seq.,* including without limitation Government Code section 4217.12. Attend and make presentations at the District's governing board meetings on the analysis and documents regarding Government Code section 4217.10 *et seq*.

2. Consultant shall report their planning activities and related expenditures, and include that reported information in the energy expenditure plan.

3. Consultant shall perform Services in accordance with the Best Practices Cost Guidelines of the Prop. 39 Guidelines.

EXHIBIT "B"

SCHEDULE OF VALUES AND PRICE BREAKDOWN OF SERVICES PER PROPOSTION 39 REQUIREMENTS

Screening and Energy Audits (FEMP) To be completed by _____, 2014	$49,725
Program Assistance To be completed by _____, 2014	$8,775
Total	**$58,500**