



YOUR ENERGY SAVINGS
PARTNER

ENERGY MANAGER AGREEMENT

This Agreement is entered into on August 1, 2017 by and between William S. Hart Union High School District ("Client") and K12 Energy Services, LLC ("Contractor"), a California limited liability company.

RECITALS

WHEREAS, Contractor has experience and expertise in energy planning, consulting and Prop 39 and is willing and able to perform services desired by Client; and

WHEREAS, Client desires energy management direction, consulting, and professional development services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Term of Agreement. The initial period of this Agreement shall be August 1, 2017 through August 1, 2022. At the end of this term the Agreement shall be automatically renewed annually unless terminated by either party, with or without cause, effective upon thirty (30) days written notice to the other party. This Agreement may be modified (including modification of the scope of work and/or compensation) by the parties through mutual written agreement.
2. Description of Services. Contractor agrees to provide services to Client as identified in Exhibit A, "Description of Services," attached to this Agreement and incorporated by reference.
3. Compensation.
 - a. Compensation to Contractor shall be \$46,800 per year, paid within 30 days of invoicing.
4. Independent Contractor. The parties agree that Contractor is an independent contractor. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, association or any other relationship except that of independent contractor.

5. Limitation on Liability; Indemnification.

- a. IN NO EVENT SHALL CONTRACTOR'S LIABILITY TO CLIENT, FOR ANY REASON ARISING OUT OF THIS AGREEMENT, EXCEED THE AMOUNT OF THE COMPENSATION ACTUALLY RECEIVED BY CONTRACTOR UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
- b. Each party shall defend, indemnify and hold harmless the other party, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses and threats thereof (collectively, "Claims") arising out of or in connection with this Agreement, except that a party need not defend, indemnify and hold harmless the other party against Claims finally determined to have arisen solely from the other party's gross negligence or willful misconduct.

6. Notices to the Parties. All notices required or permitted under this Agreement shall be in writing and delivered by reliable and common methods as follows:

To K12 Energy Services, LLC:

Matt Walker, Partner
3525 Del Mar Heights Road
Suite 1002
San Diego, California 92130-2122
858-401-9785

To William S. Hart High School District:

Vicki Engbrecht – Superintendent
21380 Centre Pointe Parkway
Santa Clarita, CA 91350
(661) 259-0033
vengbrecht@hartsdistrict.org

7. Waiver. No failure to exercise and no delay in exercising any right, remedy, or power, under this Agreement or by law, shall operate as a waiver of such right, remedy or power.
8. Legal Costs. If any party to this Agreement shall take any action or proceeding to enforce this Agreement, the losing party shall pay to the prevailing party a reasonable sum for all fees, costs and expenses (including attorneys' fees) incurred in bringing such suit and/or enforcing any judgment granted.
9. Client Responsibility for Fair Political Practices Commission (FPPC) Reporting and Accounting Requirements. Client is responsible for complying with its own reporting and accounting requirements, and payment of applicable fees, as required by the FPPC (including FPPC Regulations 18615 and 18616).
10. Governing Law. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.

11. Entire Agreement. The terms of this Agreement are intended by the parties to be in the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. No change or waiver of any provision of this Agreement shall valid unless made in writing and executed in the same manner as this Agreement.
12. Severability. If any term or provision of this Agreement shall be found illegal or unenforceable, such term or provision shall be deemed stricken and the remaining elements of this Agreement shall remain in full force and effect.

This Agreement is duly executed as of the date written above:

K12 Energy Services, LLC

Vicki Engbrecht
Superintendent
WS Hart HS District

EXHIBIT A
Description of Services

1. Provide consulting and representation on behalf of the William S. Hart Union High School District including, but not limited to;
 - Building Management System Scheduling
 - Utility Monitoring
 - Infrastructure Optimization
 - Energy Services Consulting
 - Auditing and Reporting
 - Assist with Federal and State Energy Funding
 - Monthly reporting on Psomas Solar Photovoltaic system
 - Bi-Weekly site visits
2. Provide strategic state energy consultation
3. Provide consultation and strategic assistance on environmental and utility issues
4. Participate in meetings to provide updates on regulatory energy developments
5. Develop and implement strategies for individual school sites to assist the William S. Hart Union High School District in saving energy and reducing consumption
6. Monitor, perform analysis of and maintain communication with the William S. Hart Union High School District on all potential legislation introduced in the legislature for its potential effect on the William S. Hart Union High School District in respect to energy
7. Prepare and submit reports for the Public Utility Commission & California Energy Commission.
8. Continually research new and improving technologies and share this research with staff to assure that William S. Hart Union High School District is continually recognized as a community steward and state leader in energy efficiency.

