

Strategic Energy Innovations Professional Services Contract

With San Carlos School District

This agreement (“**Agreement**”) is made and entered into this **September 11, 2015** (“**Effective Date**”) by and between **San Carlos School District** (“**Client**”), and Strategic Energy Innovations (“**SEI**”).

RECITALS:

WHEREAS, Client desires to engage SEI to perform certain services related to **sustainability management, conservation and project-based education** and SEI desires to perform such services, all on the terms and conditions set forth below,

NOW, THEREFORE, in consideration of the foregoing and the rights and obligations set forth herein, both parties hereby agree as follows:

1. SCOPE OF SERVICES:

All services to be performed by SEI (“**Services**”) and deliverables to be delivered by SEI (“**Deliverables**”), along with the accompanying specifications and schedule for delivery, will be included in Exhibit A. SEI will use commercially-reasonable efforts to render the Services and deliver the Deliverables, if any, in a timely and professional manner consistent with generally accepted industry standards. Client will provide, at no cost to SEI, assistance, cooperation, complete and accurate information and data, a suitable work environment, and other resources requested by SEI, and will obtain all rights necessary, to enable it to perform the Services (collectively, “**Assistance**”). SEI will not be liable for any deficiency in performing the Services if such deficiency results from Client’s failure to provide full Assistance as required hereunder. Assistance includes, but is not limited to, designating a project manager to interface with SEI during the course of the Services.

2. COMPENSATION:

All Services will be performed on a time-and-materials basis at the fees and costs set forth in Exhibit A. Accordingly, Client will pay SEI for all time spent performing the Services, plus the cost of any materials, taxes, travel, lodging, communications, shipping charges and out-of-pocket expenses incurred by SEI in connection with providing the Services.

3. PAYMENT:

All fees and costs will be invoiced monthly and will be payable within thirty (30) days of the date of invoice. Any amounts payable by Client under this Agreement that remain unpaid after the due date may be subject to a late charge equal to one and one-half percent (1.5%) per month from the due date until such amount is paid or the maximum amount allowable by law, whichever is less.

4. INDEPENDENT CONTRACTOR:

SEI’s relationship with Client will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, agency or employer-employee relationship between the parties. SEI will retain sole control over the manner and means by which the Services are

performed, reserves the right to determine the assignment of its personnel, and may engage third parties in the performance of the Services.

5. OWNERSHIP AND LICENSE:

SEI retains all right, title, and interest in the Deliverables and all SEI proprietary materials that SEI brings to the project. SEI grants to Client a personal, nontransferable, nonexclusive, worldwide license during the term of this Agreement to use, within Client's enterprise only, the Deliverables developed by SEI specifically for Client under this Agreement.

6. LIMITATION OF LIABILITY:

SEI MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE SERVICES OR ANY WORK PRODUCT OR DELIVERABLES DEVELOPED HEREUNDER, AND SEI EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, ACCURACY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND TITLE, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY LEGAL THEORY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT WILL EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CLIENT UNDER THIS AGREEMENT.

7. TERM AND TERMINATION:

This Agreement will commence on the Effective Date and will continue until SEI notifies Client of the final completion of the Services or termination as provided in this Section. Either party may terminate this Agreement at any time upon thirty (30) days advance written notice to the other party. Either party may terminate this Agreement immediately upon notice to the other party if the other party breaches or is in default of any obligation hereunder, including the failure to make any payment when due, which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice from the non-defaulting party. Upon termination of this Agreement, SEI will immediately cease performing any Services and Client will pay SEI any compensation due for Services actually rendered. Sections 4, 6, 7 and 8 will survive the termination of this Agreement. Termination of this Agreement by either party will not act as a waiver of any breach of this Agreement and will not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party will be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a party will be without prejudice to any other right or remedy of such party under this Agreement or applicable law.

8. FORCE MAJEURE:

Except for the obligation to make payments, nonperformance by either party will be excused to the extent performance is rendered impossible due to causes beyond such party's reasonable control and without its negligent or willful misconduct, including, without limitation, acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

9. GENERAL:

This Agreement and Exhibit A contain the entire understanding of the parties relating to the subject matter contained herein. No amendment or modification will be effective unless it is made in writing and signed by both parties. SEI may use consultants or other contractors in connection with the performance of its obligations under this Agreement. Such consultants and contractors will be subject to the same obligations as such party. This Agreement will be governed by the laws of the State of California without regard to its conflicts of laws provisions. Any controversy or claim of any nature, arising out of or relating or referring in any way to this Agreement or its breach, which controversy or claim cannot be amicably resolved, shall be settled in a court of competent jurisdiction in the State of California. Each party consents and agrees to submit to the exclusive jurisdiction of said court and that the County of San Francisco shall be designated as the venue for the resolution of any claim arising hereunder. The waiver or failure to require the performance of any provision herein will not be deemed to constitute a waiver of a later breach of the same or any other provision herein, and no such waiver will be effective unless in writing. All notices or other communications required or permitted by this Agreement will be in writing and deemed effective when delivered to the other party by hand delivery or overnight carrier, or 48 hours after deposit in the United States mail, sent first-class, postage pre-paid, and addressed to the other party at the address herein or such different address as may be provided by written notice in accordance with this provision.

10. PERMISSION TO USE NAME AND WORK PRODUCT:

Client may use SEI's (i) name, trademarks, and (ii) samples of non-confidential Work Product resulting from Client's services hereunder for Contractor's portfolio and marketing and promotional purposes subject to SEI's prior written approval, which shall not be unreasonably withheld. Client may indicate on its website and promotional literature that SEI is a client subject to SEI's prior written approval, which shall not be unreasonably withheld.

11. LICENSE AND ASSIGNMENT OF RIGHTS:

a. Work Product. Any and all work product developed by SEI, and all results and proceeds, in whole or in part resulting from the scope of this Agreement, including but not limited to: designed, plans, writings, drawings, concepts, curriculum, techniques or strategies; intellectual property rights, including, without limitation, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, know-how, trade secrets, trade dress, logos and all documentation and media consulting, describing or relating to the above (collectively, "Work Product") shall belong exclusively to SEI and shall, to the extent possible under law, be considered a "work-made-for-hire" for SEI within the meaning of Title 17 of the United States Code. To the extent the Work Product is not a work-made-for-hire, Client hereby assigns to SEI all right, title and interest in and to such Work Product. Client agrees to execute all documents reasonably requested by SEI to further evidence

SEI's ownership in the Work Product and to provide all reasonable assistance to SEI in perfecting or protecting SEI's rights in such Work Product.

b. SEI Materials. All of SEI's pre-existing curriculum and materials, including but not limited to designs, plans, writings, drawings, concepts, curriculum, techniques or strategies, intellectual property rights, including, without limitation, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, know-how, trade secrets, trade dress, logos and all documentation and media, and any modifications to, improvements on, or developments based on any of the foregoing made at any time (collectively, "SEI Materials") shall belong exclusively to SEI. SEI grants to Client a non-exclusive, nontransferable license to use SEI Materials in connection with and during the term of the Agreement.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date first above written.

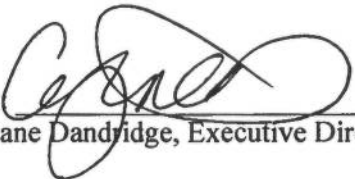
APPROVED BY

San Carlos School District:

By: _____
Robert Porter, Chief Operating Officer

Date: September 11, 2015

STRATEGIC ENERGY INNOVATIONS:

By:  _____
Cyane Dandridge, Executive Director

Date: September 11, 2015

EXHIBIT A

SERVICES AND COMPENSATION

1. Contact. SEI's principal Client contacts:

Name: Emily Courtney
Title: Program Director - Education

2. Services. SEI will render Sustainability Management, Conservation and Project-Based Education Services under this contract. San Carlos School District can prioritize the following SEI services to design a tailored Sustainability Management program:

1. District Sustainability Committee

The purpose of this committee will be to generate ideas and share resources to advance the district's sustainability objectives. The SEI team will help convene and facilitate quarterly District Sustainability Committee meetings attended by key district and school staff, and community stakeholders and resource providers. SEI will require the support of district staff and administrators to identify and recruit appropriate members of this committee, but SEI will plan, facilitate, and follow up on all committee meetings.

2. Utility Bill and EMS Data Analysis and Awareness Campaign

SEI will work with the district to create easy access to utility and EMS data, analyze data regularly, adapt sustainability management strategies based on the findings, train schools to utilize data to inform behavior changes, and to set and track measurable reduction goals.

3. School Site Champions

SEI will work with the district to identify School Sustainability Champions at each school site.

4. School Green Teams

At the school level, the SEI team will work with the School Sustainability Champion to coordinate with an existing environmental club or help to form a new Green Team to lead school design and implementation of campus conservation initiatives.

5. Walkthrough Audits

The SEI team will conduct walkthrough audits with Champions and their team to identify behavior changes and conservation opportunities. The SEI team will photograph both wise and wasteful behaviors to use in a visual presentation with tailored conservation strategies for student and staff education. Walkthrough audits provide an educational opportunity for school staff to understand how their building is designed to use energy, how its infrastructure encourages or inhibits wise resource use, and how its inhabitants practice wise or wasteful uses of resources.

6. Conservation Action Planning

The SEI team will help each school Champion and team to develop and implement a Conservation Action Plan that identifies their conservation goals, strategies, and next steps,

based on the findings of their audit. Where possible, we hope to empower students to take ownership over the development and implementation of the Action Plan to increase buy-in.

7. Conservation Presentations

The SEI team will support or offer the presentations developed with the results of the walkthrough audit in settings such as classrooms, staff meetings, or at assemblies. The SEI team will also support the teams and Champions in their other outreach and education tactics, such as PA announcements, teacher bulletins, calls to action on the school marquee, making short videos, signs, banners, and ASB announcements. School Champions and SEI staff will look for opportunities to link to existing school gatherings and events to increase education, awareness, and practice of conservation behaviors.

8. Conservation Competitions

SEI will host an energy conservation competition in October 2015, aligned with Energy Awareness Month, to help to raise the visibility of the conservation campaigns led by school green teams. Schools will compete to reduce their energy usage by the greatest percentage during the period of the competition and be awarded prizes for the greatest percentage of energy use reduction. We will also support the school's green team in developing an action plan and implementing conservation strategies during the Water Conservation Competition proposed by California Water Services in the Spring.

9. Monthly Sustainability Campaigns

SEI will organize monthly campaigns to focus on seasonal opportunities such as reducing natural gas use for heating in October at the start of the heating season and holiday shut down procedures in November in advance of the Thanksgiving and Winter breaks. We will train the School Sustainability Champions on these campaigns at our quarterly District Sustainability Committee meetings, provide supportive resources, and work onsite to support teams in implementing campaign strategies related to the monthly theme.

10. Education and Awareness

The SEI team uses Education and Awareness strategies to enhance utility savings, environmental performance, and student education outcomes. We use curriculum and hands-on activities to transform school buildings into real-world learning opportunities for students. Below are some of our available Education and Awareness offerings:

- **Sustainability Fairs:** Sustainability Fairs, hosted by school green teams, are a great way to engage the whole school community in a fun experience that teaches and promotes conservation practices. Fun activities, music, food, and give-aways for sustainable behavior change can attract even the most reluctant environmentalists to change their behavior.
- **Project-Based Instructional Support:** SEI works collaboratively with teachers to support interdisciplinary, project-based service learning. Core educational projects related to energy awareness and conservation are school energy auditing, school solar design and analysis, and school water auditing. These projects help students to develop applied math and science skills, writing and presentation skills, technical career skills, as well as

resource management skills that they actively put to use during and after the classroom project. The SEI team can support teachers with standards-based curriculum, instructional design, planning, and in-school instruction on technical subjects.

- **Career Awareness Facilitation:** We also work to develop career awareness and skills by partnering with technical service providers such as kW and Ecology Action to engage professionals in guest lectures on their career and educational pathway, and engage students in professional job shadowing on their campus by participating in the data collection, such as lighting inventories, during energy surveys and ASHRAE Level II audits.

11. Shared Savings Program

SEI supports the design and implementation of Shared Savings programs to provide a direct financial incentive to schools to conserve energy and water by sharing the resulting savings. If and when the San Carlos School District is ready to share the savings, the SEI team can help to design and roll out the program.

3. Compensation.

San Carlos School District will provide payment on a time and materials basis. SEI will submit invoices on a monthly basis. The contract period is 12 months from the date of execution. The contract amount is not to exceed \$72,000, unless the district amends this contract amount in writing.