

CONSULTING AGREEMENT for David R. Azcarraga

This Consulting Agreement "Agreement" is made effective as of January 1, 2019, by and between Mountain View Whisman School District, of 1175 Castro Street, Mountain View, CA 94040, and David R. Azcarraga, of 12830 Prairie Avenue #123, Hawthorne, California 90250.

In this Agreement, the party who is contracting to receive services shall be referred to as "MVWSD", and the party who will be providing the services shall be referred to as "Consultant".

"Consultant" has a background and experience of over 25 years in the Facilities, Maintenance, Operations and Transportations Services for K-12 school districts and is willing to provide services to MVWSD based on this background and experience.

Consultant agrees to provide all insurance and licensing as may be required by any governing entity with regulatory authority.

MVWSD desires to have services provided by "Consultant".

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on January 1, 2019 and terminating on June 30, 2019, "Consultant" will provide the following services (collectively, the "Services"): Technical Advice and Professional Services related to the efficient operations of the Facilities, Maintenance, Operations and Transportation (FMOT) Department for MVWSD.

2. PERFORMANCE OF SERVICES.

a. The Consultant shall conduct site visits (as mutually agreed with MVWSD) to conduct interviews with MVWSD Executive Management Team and Facilities, Maintenance, Operations and Transportation (FMOT) Leadership Team, related to the current practices, policies and procedures in the operation of the FMOT Departments for MVWSD.

b. The Consultant shall conduct research to understand the current practices and procedures in place in the FMOT Department. Consultant will research the current Safety and Training Plan for FMOT staff. Consultant will research the current practices related to the development of Facilities Contract Plans & Specifications, Bidding Process and Execution of formal and informal Facilities Contracts to determine compliance with DSA standards & regulations, Ed Code and Board Policy. The consultant shall use that research to develop a Road Map with recommendations on ways to improve the efficiency of the operations in the FMOT Departments.

c. The Consultant shall compare MVWSD practices and procedures to current FMOT Best Practices to determine strategies to optimize the efficient operation of the FMOT Department.

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of MVWSD and need to be protected from improper disclosure. In consideration for the disclosure of the Information, "Consultant" agrees that "Consultant" will not at any time or in any manner, either directly or indirectly, use any Information for "Consultant"'s own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of MVWSD. "Consultant" will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

10. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for MVWUSD:

Chief Business Officer
Mountain View Whisman School District
1175 Castro Street
Mountain View, CA 94040

IF for "Consultant":

David R. Azcarraga
12830 Prairie Avenue #123
Hawthorne, CA 90250

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

13. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.