

AGREEMENT WITH  
SAN MATEO COUNTY OFFICE OF EDUCATION  
FOR  
COURT AND COMMUNITY SCHOOL COUNSELING PROGRAM,  
LITERACY/NUMERACY INSTRUCTION AND LEARNING PROGRAM, AND  
YOUTH AND FAMILY RESOURCE CENTER INSTRUCTIONAL ASSISTANT  
SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and SAN MATEO COUNTY OFFICE OF EDUCATION, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of services to or for County or any Department/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services for the County of San Mateo under the direction of the Probation Department, Juvenile Division;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth in Schedule A, attached hereto and incorporated by reference herein, Contractor, under the general direction of the Chief Probation Officer, or his authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Schedule A. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of the services described in Schedule A, County shall be obligated to pay only for services actually rendered

under this Agreement. Total payments shall not exceed THREE HUNDRED NINETY-FOUR THOUSAND THIRTY-TWO DOLLARS (\$394,032) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule A. Any rate increase is subject to the approval of the Chief Probation Officer or his authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule A, be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2.A., above. Each payment shall be conditioned on the satisfactory performance of the services described in Schedule A as the Chief Probation Officer or his authorized representative reasonably determines.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule A. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than ninety (90) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

D. Availability of Funds. Payment of all services provided pursuant to this Agreement is contingent upon the availability of County, State and Federal funds, as well as a \$4,000 donation from Cleo Elau. In the event the State or Federal government does not appropriate the necessary funds as part of either or both of their budgets, or the donation is not fully funded, the County shall not be liable for any payment whatsoever, including, but not limited to, payments that are based on County funds. The County may terminate this Agreement for unavailability of Federal, State or County funds.

### 3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an

independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Mutual Hold Harmless

It is agreed that Contractor shall defend, hold harmless, and indemnify County, its officers, and employees, from any and all claims for injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent act or omissions of Contractor, its officers and/or employees. It is further agreed that County shall defend, hold harmless, and indemnify Contractor, its officers, and employees from any and all claims for injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees. In the event of concurrent negligence of County, its officers, and/or employees and Contractor, its officers and/or employees, then the liability for any and all claims for injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Chief Probation Officer or his authorized representative. Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish the Probation Department with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Probation Department of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or cancelled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer's Liability Insurance.

Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California 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 the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- |                                    |             |
|------------------------------------|-------------|
| 1. Comprehensive General Liability | \$1,000,000 |
| 2. Motor Vehicle Liability         | \$1,000,000 |
| 3. Professional Liability          | \$ -0-      |

If this Agreement remains in effect more than three (3) years from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or cancelled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

6. Non-Discrimination

A. No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and subcontractors under this Agreement.

B. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

C. To effectuate the provisions of paragraph 6, the County Manager shall have the authority to:

- i) examine Contractor's employment records with respect to compliance with this paragraph;
- ii) set off all or any portion of the amount described in paragraph 6 against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

D. Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

E. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent shall automatically terminate this Agreement.

8. Alteration of Agreement

This Agreement, including its attached schedules, is entire and contains all of the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State and local statutes, rules and regulations and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession or any third party performing work related to this Agreement for a period of at least five (5) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, including but not limited to appropriate licensure regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

A. Child Abuse Prevention and Reporting.

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Pen Code § 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to a an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9.

This responsibility shall include:

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Establishing procedures to ensure reporting even when employees, consultants, or agents, who are not required to report child abuse under the Penal Code, gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who, while providing services under this contract, will have supervisory or disciplinary power over any person under his or her care or over any minor, will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of minors with whom Contractor's employees, subcontractors, assignees or volunteers have contact (see Penal Code 11105.3). All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

Contractor shall comply with conflict of interest requirements for non-profit agencies as set forth in Schedule C.



11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County to:

San Mateo County Probation Department  
Juvenile Division  
21 Tower Road  
San Mateo, CA 94402

or to such person or address as County may, from time to time, furnish to Contractor.

2) In the case of Contractor, to:

San Mateo County Office of Education  
101 Twin Dolphin Drive  
Redwood City, CA 94065  
Attn: Floyd Gonella, Ph.D., Superintendent

B. Controlling Law. The validity of this Agreement and of its terms and provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2003. This Agreement may be terminated by Contractor, Chief Probation Officer or his designee at any time upon thirty (30) days' written notice to the other party.

13. Monitoring

All services performed and payments made pursuant to this Agreement shall be monitored according to the protocols set forth in Schedule A.

14. 504 Compliance

Section 504 of the Rehabilitation Act of 1973 as amended requires all benefits, aids and services be made available to handicapped persons on an equivalent basis with those received by non-handicapped persons. Contractor shall agree to be in compliance with Section 504 requirements by (1) signing the Letter of Assurance (Attachment I), attached and incorporated herein, or (2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, San Mateo County.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

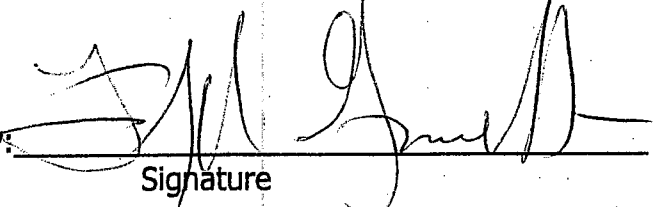
By: \_\_\_\_\_  
Jerry Hill, President, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Said Board

SAN MATEO COUNTY OFFICE OF EDUCATION

By:   
Signature

Name Printed: Floyd Gonella

Tax I.D. Number 94-6002468

Date: April 17, 2002

SCHEDULE A  
San Mateo County Office of Education  
Crim Prevention Act 2000 (CPA 2000 ) 2001-02  
Juvenile Justice Crime Prevention Act (JJCPA) 2002-03

In accordance with the Comprehensive Multiagency Juvenile Justice Plan (CMJJP), adopted by the San Mateo County Board of Supervisors on May 22, 2001, Resolution number 64445, and the Revised Juvenile Justice Crime Prevention Act (JJCPA) Plan adopted by the San Mateo County Board of Supervisors on April 15, 2002, Contractor and County shall provide the following collaborative services:

A. SERVICES

1. Court and Community School Counseling Program

- a. Contractor shall provide 1 full-time Licensed Clinical Social Worker and the required supplies and materials to deliver non-crisis counseling services (sessions) annually for approximately 130 San Mateo County Court and Community School students at 3 regional community school centers (Community School North, Community School Central, and Community School South), Hillcrest School, and Gateway School.
- b. Students will be "at-risk" and range in age 12 to 18 years. For purposes of this section, "at-risk" shall mean at risk of repeat offending and/or truant.
- c. Students may self-refer, and may be referred by a teacher or Group Supervisor. Students may participate on a voluntary basis.
- d. Contractor shall provide 45-minute sessions for students to receive counseling once per week. Sessions can be either one-on-one or group. Some students may choose to engage in both individual and group sessions once a week. Enrollment is voluntary and students can participate for the entire school year. Contractor shall provide 1 to 2 facilitators for each group. Each group shall have no more than 11 students in attendance.
- e. Contractor shall conduct pre and post tests related to students' "future goals" and an ending evaluation of services to program participants in the program for 6 or more months or the duration of treatment. Results of the pre- and post-tests shall determine program efficacy evidencing an increase in school attendance, criminal recidivism reduction, anger management improvement, and an increase in self-confidence and self-esteem as measured by validated instruments.

- f. Program effectiveness will be established by a comparison of all program participants with students not receiving this service in the San Mateo County Court Schools Program [Preventing Repeat Offender Program (PROP)]. The basis of comparison will be the designated outcome measures listed in the CPA 2000 Plan for the Youth and Family Resource Center.

2. Literacy/Numeracy Instruction and Learning Program

- a. Contractor shall provide 2 full-time Literacy/Numeracy Coaches, and required testing and instructional/specialized materials, to deliver instruction annually to 650 San Mateo County Court and Community School students who are deficient in reading and math concepts and skills at the three regional Community Schools listed in paragraph A.1.A., above, Camp Glenwood, Hillcrest School, and Gateway School.
- b. Students served will be "at-risk" and range in age 12-18 years. They will have been identified as having significant discrepancies between chronological age and reading and math performance. The benchmark will be performing 2 years below grade level.
- c. Students may be referred by a Probation Officer and/or are court ordered to attend.
- d. Contractor shall assess program participants for current reading and math skills. Specialized materials will be used at Contractor's expense to address the student's assessed deficiencies. Participants will receive approximately 1 hour per week of intense instruction in a small group setting (1 teacher, 8 students) for deficient skills. Attendees will participate in the program for 1 school year. The anticipated rate of improvement is 1 grade level for every 6 months in the program.
- e. Program effectiveness will be established by a comparison of all program participants against a similar population in the San Diego County Court and Community Schools. It is the Contractor's responsibility to obtain data from San Diego. The basis of comparison will be the designated outcome measures listed in the CPA 2000 Plan and the JJCPA Plan for the Youth and Family Resource Center.
- f. Contractor shall submit collected data and invoices in a timely manner.

3. Youth and Family Resource Center Instructional Assistant

- a. Contractor shall provide 1 Instructional Assistant who meets the job qualifications of the San Mateo County Office of Education, and the required supplies and materials, to support the Instructional Assistant in assisting the classroom teacher at the Youth and Family Resource Center located at a site designated by County.
- b. Instructional Assistant services will be provided 6 hours per school day. The class size shall not exceed 20 students.
- c. Instructional Assistant will assist the teacher with the preparation and presentation of learning materials and instructional exercises, conduct lessons and other classroom activities for program participants.
- d. Students will be "at-risk" and range in age 11 to 15 years. For the purposes of this section, "at-risk" is defined as identified ongoing escalation of criminal and delinquent behavior.
- e. Instructional Assistant will assist individual or small groups of students with academic skills as needed or as directed by the classroom teacher.
- f. Instructional Assistant, in coordination with the class teacher, will supervise, observe and control behavior of students according to procedures approved by the Office of Education and the Probation Department.
- g. Instructional Assistant will assure the health and safety of students by following applicable health and safety rules.
- h. Instructional Assistant will perform a wide variety of clerical duties including maintaining records and files, correcting papers, recording grades, typing materials, and collecting and submitting CPA 2000 Outcome Data. Set up and operate equipment such as audiovisual equipment, computers, copying machines, etc.
- i. Effectiveness of the Instruction Assistant will be established by a performance evaluation conducted by the Program Manager and Teacher, including attendance, at least once per year.

B. Meetings and Consultations

1. Contractor shall attend and participate in CPA 2000 Program/Fiscal meetings as requested by the CPA 2000 planning coordinator, but not to exceed an annual total of 12 meetings. Contractor shall respond to intermittent telephonic, e-mail, or direct contact from the San Mateo County Probation Department, and the CPA 2000 Plan Coordinator, as needed. Contractor shall respond to such a contact within 24 hours during the workweek.
2. Contractor shall meet with representatives from the National Council on Crime and Delinquency (NCCD), at least once, during each 6 months of a fiscal year cycle to implement and maintain procedures for data collection.

C. Reporting Activity

1. Contractor shall provide to the San Mateo County Probation Department CPA 2000 Plan Coordinator individual participant data indicated in outcome measures as set forth in the CMJJP. The data reports shall be on the NCCD data collection form and submitted by Contractor monthly to County. Compliance will be determined by hand delivery and Probation Department receipt stamp, or mailed data by post mark.
2. County agrees to keep Contractor advised of current status of the CPA 2000 Plan and return to the Contractor a report of the aggregate data and expenditures of their program within two weeks of the report's completion and submission to the Board of Corrections.
3. Contractor will not delete or destroy any information acquired or generated by data received under this contract, either during or after the expiration of the contract, until mutually agreed upon in writing by both the Contractor and the San Mateo County Probation Department, or five years has passed from contract termination.

D. Record Keeping and Expenditure Reimbursement Methodology

1. The Contractor shall be reimbursed for expenditures that conform to the Board of Corrections (BOC) expenditure categories and in accord with the San Mateo County Board of Supervisors (BOS) approved CPA 2000 plan and subsequent budgets adopted by the BOS.
2. On a quarterly basis, the Contractor shall submit the CPA 2000 Quarterly Expenditure Report reflecting the total amount of both CPA 2000 and non-grant funded expenditures to the CPA 2000 Plan Coordinator, at the San Mateo County Probation Department, 21 Tower Road, San Mateo, CA 94402. Copies of all relevant payroll expenditure records, service and supply invoices, purchase orders, contracts, etc., must be provided to the Plan Coordinator in support of the quarterly reimbursement claim. Claims

for expenses without supporting documentation will not be reimbursed. The Contractor is required to maintain pertinent records and documents for audit purposes for a minimum of five years. The CPA 2000 Quarterly Expenditure spreadsheets shall be submitted within 30 days of the close of the quarter: by November 1, February 1, and May 1. For the fourth quarter, the report shall be submitted by July 15. Actual reimbursement will be made twice yearly: on or about June 15 for expenditures from the first three quarters (for expenditures incurred from July 1, 2001 through March 31, 2002), and on or about July 21 for 4<sup>th</sup> quarter expenditures (incurred from April 1 through June 30, 2002).

3. Expenditures shall not be reimbursed which exceed budgeted amounts or which are not clearly assessable to an approved line item category. In the event that program budget modifications are necessary, the modifications need to be submitted to the CPA 2000 Plan Coordinator, who will review the request and forward it to the Juvenile Justice Coordinating Council (JJCC) for approval. After the JJCC has approved the modification request a BOC budget modification request will be forwarded to the BOC. Once BOC approval has been obtained a San Mateo County Appropriation Transfer Request (ATR) form, reflecting changes in appropriations, will be prepared by the affected departments and forwarded to the County Manager or BOS, depending upon the amount, for approval. After the Controller has re-allocated funds in accordance with the ATR, expenditures of newly appropriated funds can be submitted via the CPA Quarterly Expenditure spreadsheet for reimbursement. The contractor shall forward copies of approved ATRs to the Plan Coordinator in a timely fashion.
4. Any financial disallowances identified by the BOC, or its agent, will be the sole responsibility of the Contractor. Payments for services provided are contingent upon the availability of State funds. In the event that the BOC decreases or withdraws an appropriation the Probation Department shall not be held responsible for restoration of lost funding. The Probation Department may terminate this agreement for unavailability of State or County funds.

## II. PAYMENTS

In consideration of the services described in paragraph I, Services, above, County shall pay Contractor an annual lump sum upon receipt of invoice from Contractor as follows:

- A. For the period July 1, 2001 through June 30, 2002:

- Court and Community School \$ 36,069.00

- Literacy/Numeracy Instruction & Learning Program \$137,000.00
- Youth & Family Resource Center Instructional Assistant \$ 25,947.00

The total amount for the period July 1, 2001 through June 30, 2002, shall not exceed \$199,016.

B. For the period July 1, 2002 through June 30, 2003:

- Court & Community School Counseling \$ 32,069.00
- Literacy/Numeracy Instruction & Learning Program \$137,000.00
- Youth & Family Resource Center Instructional Assistant \$ 25,947.00

The total amount for the period July 1, 2002 through June 30, 2003, shall not exceed \$195,016.

C. Payments shall be made after receiving Contractor's invoice. All invoices must have the Agreement number written on them before submitting for payment.

D. In any event, the total amount the County shall be obligated to pay Contractor for the term of this agreement shall not exceed \$394,032, and the County shall have the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.



# COUNTY OF SAN MATEO

## Equal Benefits Compliance Declaration Form

### I Vendor Identification

Name of Contractor: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

### II Employees

Does the Contractor have any employees?  Yes  No

Does the Contractor provide benefits to spouses of employees?  Yes  No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

### III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

### IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 17th day of April, 2002 at

California  
(State)

  
Signature

San Mateo County  
Superintendent of Schools

Title

Redwood City

(City)

Floyd Gonella

Name (Please Print)

94-6002468

Contractor Tax Identification Number