

AGREEMENT

This Agreement, (hereinafter "Agreement"), is entered into by and between the San Diego Unified School District, hereinafter referred to as "District," and Colbi Technologies, Inc. 17791 Orangetree Lane, Tustin, California 92780, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, in November 1998, the voters of San Diego County approved Proposition MM authorizing \$1.5 billion in bonds to perform major repairs to existing schools, build new schools and improve classroom health, safety and instruction in every neighborhood; and

WHEREAS, Proposition MM included a requirement to establish an Independent Citizens' Oversight Committee ("ICOC") to monitor this major construction program; and

WHEREAS, District wants to hire a specialist to furnish program management consulting services in support of the ICOC's task to monitor the Proposition MM construction program for the period July 1, 2004 to June 30, 2005 in order to benefit from Consultant's professional knowledge and skill in the completion of these professional services; and

WHEREAS, California Government Code Section 53060 grants the District the authority to contract with and employ persons for the furnishing to District of special services if such persons are specially trained, experienced, and competent to perform the special services requested; and

WHEREAS, Consultant is a specialist in the above-described field and is qualified to render professional services to District in completion of said services;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, it is hereby agreed as follows:

1. TERM

The term of this Agreement shall be from July 1, 2004 through June 30, 2005. The District may, at its election, extend this Agreement for an additional one-year term. All indemnification provisions contained in the Agreement shall survive beyond the expiration of this Agreement.

2. SCOPE OF SERVICES

Consultant shall be responsible for providing the following technical and administrative support to the ICOC on an "as directed" basis. Specific tasks shall include, but not be limited to, the following:

- Task 1: Attendance at all regularly scheduled ICOC meetings. Attendance at subcommittee meetings upon request.
- Task 2: Website maintenance support of the ICOC website, as directed by the ICOC.

- Task 3: Preparation of three special project audits and evaluation reports identifying Proposition MM expenditures against selected school sites, as directed by the ICOC.
- Task 4: Assistance with preparation of the ICOC Annual Report in coordination with the ICOC Ad Hoc Subcommittee. This report tracks ICOC objectives, as defined in the Proposition MM bond initiative, and outlines ICOC program expectations and objectives for the fiscal year. Duties will include attendance at meetings, preparation of first draft of Report, and layout. Consultant shall also be responsible for project specification coordination with printer. Duties shall not include editing revisions or mail distribution.
- Task 5: Task support consisting of special project reports and reviews, preparation of ICOC correspondence, special presentations, workshop support, and printing of specified reports, as directed by the ICOC.

3. CONSIDERATION

Total compensation shall not exceed \$80,000 during the term of the Agreement. Consultant shall be compensated for the performance of the following obligations pursuant to this Agreement as follows:

<u>Task #</u>	<u>Task Description</u>	<u>Not-to-Exceed Amount</u>
1	ICOC Meeting & Support Subcommittee Meetings	\$7,680
2	ICOC Website Maintenance	\$1,620
3	Special Performance Audits (3 estimated)	\$20,412
4	ICOC Annual Report	\$10,640
4a	Printing Reimbursable	\$10,000
5	Assigned/Special Task Support	\$20,412
5a	Estimate of Reimbursable Costs	\$1,556

Consultant's hourly rates are as follows:

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$170
Program Manager	\$160
Website Support	\$135
Clerical (as required)	\$80
Mark-Up on Subconsultant Work	15%

4. NOTICE TO PROCEED

To perform work in connection with a specific task, Consultant shall issue a proposal describing the services to be performed, project site, if applicable, and the total proposed fee amount and submit the proposal to the ICOC. If approved, the proposal will be signed by the ICOC and the District. After signature approval, District will issue a Notice to Proceed ("NTP") to Consultant to commence work. District will make no payments to Consultant that exceed the amount specified in the NTP. Work undertaken without written authorization is done at Consultant's risk.

5. INVOICING

The ICOC expects Consultant to invoice monthly for work performed on the five individual tasks identified above under "Scope of Services." Invoiced work must be in the proper "task" category and dollar amounts cannot be shifted from one category to another without ICOC approval. Invoices must be typed on an original 8-1/2" x 11" sheet of paper and reference: (1) the Agreement number, (2) task number, (3) amount authorized, (4) description of the services performed for each task in 1/2 hour increments, (5) name of individual performing services, (6) task status (open or closed), (7) amount expended during the pay period, and (8) remaining balance on the NTP task. If multiple school sites are involved, Consultant shall invoice by site.

Consultant shall present invoices to the District within fifteen (15) days after month end in order to be paid for the prior month's work. Reimbursable costs will not be approved unless specifically authorized by the ICOC. This includes, but is not limited to, travel, telephone charges, postage, mileage, food, and lodging expenses. Original receipts, plus two copies shall accompany all reimbursable items if authorized. Invoices submitted shall, at the request of the District, be accompanied by proof of periodic payments to all Consultant's subconsultants, as necessary.

The District shall verify that all required services have been performed prior to approving any payment. Payment terms shall be Net 30 Days starting from the date of District's approval of invoice for services and materials.

Invoices shall be submitted in duplicate and mailed to the following address:

San Diego City Schools
Facilities Management
Acquisitions and Asset Management
4860 Ruffner Street, MOC Annex 9
San Diego, CA 92111
Attention: Joanne Pilgrim

Invoices submitted shall, at the request of the District, be accompanied by proof of periodic payments to all Consultant's subconsultants. In the event the Consultant fails to pay its subconsultants in a prompt manner and the non-payment results in a delay of work to the District, District reserves the right to pay subconsultants directly and withhold those sums from the total amount due to Consultant. Any such action taken by District does not relieve Consultant of professional liability for any work provided.

District has the right to inspect the work of Consultant at any time during the regular working hours of Consultant upon District giving reason (48-hour) advance notice to Consultant.

6. NON-FUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Education for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

7. INDEPENDENT CONTRACTOR

Consultant is, for all purposes arising under this Agreement, an independent contractor. No officer, agent or employee of Consultant or District shall be deemed an officer, agent or employee of the other party hereto. Neither Consultant nor District, nor any officer, agent or employee thereof shall be entitled

to any benefits to which employees of the other party hereto are entitled, including, but not limited to, retirement benefits, workers' compensation benefits, and injury leave or other leave benefits.

8. TERMINATION

District shall have the right in its sole discretion to terminate the Agreement or any work in progress for its own convenience by written notice to Consultant. If either party breaches any term or provision of this Agreement then the party whom is alleged to have breached the Agreement shall be given ten days written notice, specifying the claimed breach in detail, during which time the party in alleged breach shall have the opportunity to cure the claimed breach. If a breach is not cured within said ten days, the party giving notice may terminate this Agreement. Notice is deemed given when sent. In the event of such termination, Consultant shall only be paid for professional services rendered up to the date of such termination, less any disputed amounts. The right to terminate under this paragraph shall be in addition to any other rights reserved under this Agreement. Said termination shall not be deemed to be a breach of this Agreement and/or tortious conduct. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.

9. AMENDMENT OF AGREEMENT

This Agreement cannot be modified, changed or revised, except by a written amendment executed by both parties. Any amendment hereto shall be in writing and shall set forth the date of the public Board of Education meeting at which the Board of Education of District approved such amendment. No waiver of any right pursuant hereto or waiver of any breach hereof shall be effective unless in writing and signed by the party waiving such right or breach. No waiver of any right or waiver of breach shall constitute a waiver of any other or similar right or breach; and no failure to enforce any right hereunder shall preclude or affect the later enforcement of such right.

10. SUCCESSORS AND ASSIGNS

All terms, conditions, and provisions hereof shall inure to and shall bind the parties hereto, their respective heirs, administrators, executors, successors, and assigns. Consultant shall not assign this Agreement or any monies due or to become due hereunder without District's prior written consent.

11. INDEMNITY – HOLD HARMLESS

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 are caused in whole or in part by the willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subconsultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of services arising out of this Agreement.

Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified parties in any Claim. Consultant shall also reimburse District for the cost of any settlement paid by District arising out of any Claim. Consultant shall reimburse the indemnified parties for any and all legal expenses and costs, including expert witness fees and consultant fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided to the extent caused by the above agreement to indemnify. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the indemnified parties.

Consultant shall pay any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays of Consultant in its performance hereunder, to District or the District may withhold those costs from amounts owing to Consultant.

12. FINGERPRINTING REQUIREMENTS

The District has determined under Education Code section 45125.1, subdivision C that in performing services pursuant to this Agreement, Consultant employees or sub-consultant employees may have contact with pupils. As required under Education Code section 45125.1, subdivision (a), Consultant shall require their employees or sub-consultant employees who will provide services pursuant to this Agreement to submit their fingerprints in a manner authorized by the Department of Justice (DOJ) together with a fee determined by the DOJ in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code section 45122.1.

Consultant shall not permit any employee or sub-consultant's employee to perform services who may come in contact with pupils under this Agreement until the DOJ has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code section 45122.1.

Consultant shall certify in writing to the governing board of the San Diego Unified School District to the attention of the Director of Acquisition and Asset management, Facilities Management, 4860 Ruffner Street, MOC Annex, Room 9, San Diego, CA 92111, Attention: Joanne Pilgrim, that all of its employees or sub-consultant employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code section 45122.1.

In the event Consultant fails to comply with all of the requirements of Education Code section 45125.1 and injury results from such failure, Consultant shall defend, indemnify, protect and hold San Diego Unified School District and its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury, damages, expenses, charges or costs of any kind or character whether to the District or to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting Consultant from using employees or sub-consultant employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.

Any sub-consultant hired by Consultant shall be subject to and shall comply with this provision. Consultant and sub-consultant shall be jointly and severally liable for any injury that results from sub-consultants' failure to comply with this provision.

13. OWNERSHIP

All reports, studies, information, data statistics, forms, designs, plans, procedures, systems, and any other materials or properties produced under this Agreement shall be the sole and exclusive property of District. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any other country without the express written consent of District.

District shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this agreement.

District master specification files derived from MASTERSPEC are provided for use ONLY on San Diego Unified School District projects. MASTERSPEC text is protected by copyright and use on non-San Diego Unified School District projects by non-Licensed Users is strictly prohibited by law.

14. INSURANCE

Consultant shall obtain and maintain in full force throughout the term of this Agreement the following insurance coverage:

- Commercial General Liability– Not less than \$1,000,000 per occurrence/\$1,000,000 aggregate or \$1,000,000 combined single limit
- Commercial Automobile Insurance – Not less than \$1,000,000 per occurrence/\$1,000,000 aggregate or \$1,000,000 combined single limit
- Workers Compensation – Statutory
- Employer's Liability
 - i. \$1,000,000 each accident
 - ii. \$1,000,000 disease – policy limit

Such insurance shall be carried in an insurance company authorized to transact business of such insurance in the State of California. Consultant shall furnish District with a certificate of such insurances and proof of it shall be kept on file with the District. The Certificates of Insurance and the insurance policies required by this Agreement shall contain a provision that coverage's afforded under such policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the District. The general liability and automobile insurance policies shall also name the District as an additional insured. If for any reason the Consultant changes, or is compelled to change, insurance companies during the term of this Agreement, Consultant shall give District Thirty (30) days written notice of the proposed change and thereafter, but prior to the expiration of the policy, obtain full coverage from another such company and provide District with a certificate evidencing said new coverage prior to the effective date thereof.

15. STANDARD OF CARE

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

16. TIME OF THE ESSENCE

Time is of the essence as to each and every provision of the Agreement.

17. CONFLICT OF INTEREST

Consultant shall not make or participate in making or in any way attempt to use Consultant's position to influence a District decision in which Consultant knows or has reason to know Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that Consultant has diligently conducted a search and inventory of Consultant's economic interests and has determined that Consultant does not, to the best of Consultant's knowledge, have an economic interest that would conflict with Consultant's duties under this Agreement. Consultant will not have such interest during the term of this Agreement. Consultant will immediately advise the District if Consultant learns of an economic interest of Consultant's during the term of this Agreement.

18. ADMINISTRATION

The District's Director of Acquisition and Asset Management, Facilities Management, shall administer this Agreement for District and Lettie Boggs shall administer this Agreement on behalf of Consultant. All orders, notices, authorizations, and other communications provided for in this Agreement shall be made through the above-named parties at the following addresses:

DISTRICT: Acquisition and Asset Management
Facilities Management, MOC Annex
4860 Ruffner Street, Room 9
San Diego, CA 92111
Attention: Joanne Pilgrim
Telephone: (858) 637-6250; Fax: (858) 573-5857

CONSULTANT: Colbi Technologies, Inc.
17794 Orangetree Lane
Tustin, California 92780
Telephone : (714) 505-9544 ; Fax : (714) 838-8113

19. LAWS AND VENUE

The parties to this Contract hereby agree that the proper venue for any lawsuit or other proceeding arising out of the terms of this Contract or any party's rights under this Contract shall be San Diego County, California. Should any provision of this Contract be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected by said illegal or invalid part, term, or provision, and said invalid part, term, or provision shall be deemed not to be a part of this Contract.

20. CONFORMITY TO LEGAL REQUIREMENTS

Consultant shall perform the necessary professional services to comply with all Federal, State, local and regulatory agency requirements, policies and codes.

21. ALTERNATIVE DISPUTE RESOLUTION

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all parties.

22. SEVERANCE

Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected by said illegal or invalid part, term or provision, and said invalid part, term or provision shall be deemed not to be a part of this Agreement. Nothing in this contract shall preclude any obligations or prohibitions imposed by State and Federal laws codes, regulations and statutes. Should any part, term or provision of the Agreement be determined by a governing court to be null and void, the validity of the remaining provisions shall not be affected by said null or void part, term or provision.

23. ENTIRE AGREEMENT

This Agreement constitutes the entire and only agreement between the parties as to the work to be performed and supersedes any prior agreement, oral or written, with respect thereto. The parties further agree that there are no understandings, agreements, or representations not specified in this Agreement and that in entering into this Agreement, no party is relying upon any understandings, agreements, or representations not expressly set forth herein.

Each party to this Agreement, by the execution of this Agreement, acknowledges that this Agreement was jointly prepared by the parties hereto. The Parties hereto each agree and acknowledge that they have carefully reviewed this Agreement, that they understand its terms, that they have had legal advice with respect to this Agreement and have had an adequate opportunity to consult with legal counsel prior to executing this Agreement, and that they have executed this Agreement with full knowledge of its meaning and effect, and agree to be bound by its terms and conditions. The Parties hereto further agree that they have relied wholly upon their own judgment and knowledge and have not been influenced to any extent whatsoever in making this Agreement by any representations or statements made by any other party or anyone acting on behalf of any other party, except as expressly contained in this Agreement. The Parties expressly agree that no rule of construction or interpretation which would operate to construe any term of the Agreement against either party shall apply.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

COLBI TECHNOLOGIES, INC.

SAN DIEGO UNIFIED SCHOOL DISTRICT

By *Lettie Boggs*
Lettie Boggs
Chief Financial Officer

By *R. F. Kiesling*
R. F. Kiesling, Director
Acquisition and Asset Management
Facilities Management

Date: *June 8, 2004*

Date: *6/24/04*

The above consultant is a Sole Proprietorship , Corporation ; Federal Tax I.D. # *01-0679534*

LEGALITY AND FORM APPROVED

Sandra T.M. Chong
Sandra T.M. Chong, Assistant General Counsel
San Diego Unified School District

Approved in public meeting of the Board of Education of the San Diego Unified School District on *6/22/04*.

Cathy Tracy for
Cheryl Ward, Board Action Officer
Board of Education

FIRST AMENDMENT TO
AGREEMENT

This First Amendment to Agreement is entered into by and between the San Diego Unified School District, hereinafter referred to as "District," and Colbi Technologies, Inc., 17791 Orange Tree Lane, Tustin, California 92780, hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, on June 22, 2004, District entered into an Agreement with Consultant to provide Program Management consulting services to the Independent Citizens Oversight Committee's (ICOC) for the supervision of Proposition MM on an "as-required" basis; and

WHEREAS, said Agreement provided for a maximum consideration of \$80,000;

WHEREAS, said Agreement provided for a term commencing on July 1, 2004 and terminating on June 30, 2005, with an option to extend of one year; and

WHEREAS, District desires to extend the Agreement for an additional term in order to complete current projects in progress and to designate new tasks to Consultant during the following year; and

WHEREAS, District has determined that the consideration identified for Consultant needs to be increased by the additional amount of \$76,000 to allow District to assign additional work to Consultant; and

NOW, THEREFORE, District and Consultant do hereby mutually agree as follows:

1. Section 1 entitled "TERM" is hereby amended in its entirety to provide for an additional one-year term as follows:

The term of this Agreement shall be from July 1, 2004 through June 30, 2006. The District may, at its election, extend this Agreement for one additional period of one year. All indemnification provisions contained in the Agreement shall survive beyond the expiration of this Agreement.

2. Section 3 entitled "CONSIDERATION" is hereby amended in its entirety to increase the consideration by an additional \$76,000 as follows:

Total compensation shall not exceed One Hundred Fifty-Six Thousand and no/100 Dollars (\$156,000) during the term of the Agreement. Consultant shall be compensated for the performance of the following obligations pursuant to this Agreement as follows:

<u>Task #</u>	<u>Task Description</u>	<u>Not-to-Exceed Amount 2004-2005</u>	<u>Not-to-Exceed Amount 2005-2006</u>
1	ICOC Meeting & Support	\$7,680	\$7,700
	Subcommittee Meetings	\$7,680	\$7,700
2	ICOC Website Maintenance	\$1,620	\$3,000
3	Special Performance Audits (3 estimated)	\$20,412	\$20,000
4	ICOC Annual Report	\$10,640	\$10,500
4a	Printing Reimbursable	\$10,000	\$8,000
5	Assigned/Special Task Support	\$20,412	\$17,600
5a	Estimate of Reimbursable Costs	\$1,556	\$1,500
<i>Total</i>		<u>\$80,000</u>	<u>\$76,000</u>

Consultant's hourly rates are as follows:

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$170
Program Manager	\$160
Website Support	\$135
Clerical (as required)	\$80
Mark-Up on Subconsultant Work	15%

All other terms and conditions set forth in subject Agreement other than those modified as set forth above shall remain in full force and effect.

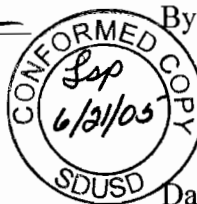
IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed on their behalf by their fully authorized representatives.

COLBI TECHNOLOGIES, INC.

SAN DIEGO UNIFIED SCHOOL DISTRICT

By: Charles A. Olson
Consultant

By: R. F. Kiesling
R. F. Kiesling
Chief Facilities Officer



Date: 5-16-2005

Date: 6/16/05

The above Consultant is a (mark one): Sole Proprietorship, Partnership, Corporation
Federal Tax I.D. # 01-0679534 (or) Social Security # _____

LEGALITY AND FORM APPROVED
Sandra T.M. Chong
Sandra T.M. Chong, Assistant General Counsel
San Diego Unified School District

Approved in public meeting of the Board of Education of the San Diego Unified School District on 6/17/05
Cheryl Ward
Cheryl Ward, Board Action Officer
Board of Education

SECOND AMENDMENT TO
AGREEMENT

This Second Amendment to Agreement is entered into by and between the San Diego Unified School District, hereinafter referred to as "District," and Colbi Technologies, Inc., 17791 Orange Tree Lane, Tustin, California 92780, hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, on June 22, 2004, District entered into an Agreement with Consultant to provide professional Program Management assistance to the Independent Citizens Oversight Committee (ICOC) for Proposition MM projects on an "as-required" basis; and

WHEREAS, the Agreement provided for a maximum consideration of \$80,000 and a term commencing on July 1, 2004 and terminating on June 30, 2005, with an option to extend an additional year, if required; and

WHEREAS, on June 7, 2005, District approved a First Amendment to Agreement to extend the term through June 30, 2006, and increase the consideration to a maximum of \$156,000; and

WHEREAS, District desires to extend the term of the Agreement for an additional year and increase the consideration to a total of \$223,800 in order to assign new tasks to Consultant; and

WHEREAS, for the foregoing reasons, it is necessary to amend the Agreement;

NOW, THEREFORE, District and Consultant do hereby mutually agree as follows:

1. Section 1 entitled "TERM" is hereby amended in its entirety to provide for an additional one-year term as follows:

The term of this Agreement shall be from July 1, 2004 through June 30, 2007. The Agreement may be extended for an additional two years at District's election. All indemnification provisions contained in the Agreement shall survive beyond the expiration of this Agreement.

2. Section 3 entitled "CONSIDERATION" is hereby amended in its entirety to increase the consideration by an additional \$67,800 as follows:

Total compensation shall not exceed Two Hundred Twenty Thousand Eight Hundred and no/100 Dollars (\$223,800) during the term of the Agreement. Consultant shall be compensated for the performance of the following tasks in accordance with this Agreement:

<u>Task #</u>	<u>Task Description</u>	<u>Not-to-Exceed Amount 2004-2005</u>	<u>Not-to-Exceed Amount 2005-2006</u>	<u>Not-to-Exceed Amount 2006-2007</u>
1	ICOC Meeting & Support	\$7,680	\$7,700	\$6,600
	Subcommittee Meetings	\$7,680	\$7,700	\$6,600
2	ICOC Website Maintenance	\$1,620	\$3,000	\$3,600
3	Special Performance Audits (3 estimated)	\$20,412	\$20,000	\$23,000
4	ICOC Annual Report	\$10,640	\$10,500	\$10,000
4a	Printing Reimbursable	\$10,000	\$8,000	\$8,000
5	Assigned/Special Task Support	\$20,412	\$17,600	\$10,000
5a	Estimate of Reimbursable Costs	\$1,556	\$1,500	-0-
Total		\$80,000	\$76,000	\$67,800

Consultant's will be compensated at the following rates:

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$170
Program Manager	\$165
Website Support	\$140
Clerical (as required)	\$80
Mark-Up on Subconsultant Work	15%

All other terms and conditions set forth in subject Agreement other than those modified as set forth above shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be executed on their behalf by their fully authorized representatives.

COLBI TECHNOLOGIES, INC.

SAN DIEGO UNIFIED SCHOOL DISTRICT

By: Charles H. Olson
Consultant

By: R. F. Kiesling
R. F. Kiesling
Chief Facilities Officer

Date: May 11, 2006

Date: 6/20/06

The above Consultant is a (mark one): Sole Proprietorship, Partnership, Corporation

Federal Tax I.D. # 01-0679534 (or) Social Security # _____

LEGALITY AND FORM APPROVED

Sandra T.M. Chong 6/15/06
Sandra T.M. Chong, Assistant General Counsel
San Diego Unified School District

Approved in public meeting of the Board of
Education of the San Diego Unified School
District on 6/13/06

Cathy Nix for
Cheryl Ward, Board Action Officer
Board of Education



THIRD AMENDMENT
TO
AGREEMENT

This Third Amendment to Agreement is entered into by and between the San Diego Unified School District, hereinafter referred to as "District," and Colbi Technologies, Inc., 17791 Orange Tree Lane, Tustin, California 92780, hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, on June 22, 2004, District entered into an Agreement with Consultant to provide professional Program Management assistance to the Independent Citizens Oversight Committee (ICOC) for Proposition MM projects on an "as-required" basis; and

WHEREAS, the Agreement provided for a maximum consideration of \$80,000 and a term commencing on July 1, 2004 and terminating on June 30, 2005, with an option to extend an additional year, if required; and

WHEREAS, on June 7, 2005, District and Consultant entered into a First Amendment to Agreement to extend the term through June 30, 2006, and increase the consideration to a maximum of \$156,000; and

WHEREAS, on June 13, 2006, District and Consultant entered into a Second Amendment to increase the consideration to a total of \$223,800 and extend the term through June 30, 2007. A cost-of-living increase was also included; and

WHEREAS, District desires to extend the term of the Agreement for an additional two-year term to coincide with tasks appropriate to closeout of the Proposition MM program. The consideration will be increased to a total of \$298,800 and a cost-of-living increase will also be included; and

WHEREAS, for the foregoing reasons, it is necessary to amend the Agreement;

NOW, THEREFORE, District and Consultant do hereby mutually agree as follows:

1. Section 1 entitled "TERM" is hereby amended in its entirety to provide for an additional two-year term as follows:

The term of this Agreement shall be from July 1, 2004 through June 30, 2009. All indemnification provisions contained in the Agreement shall survive beyond the expiration of this Agreement.

2. Section 3 entitled "CONSIDERATION" is hereby amended in its entirety to increase the consideration by an additional \$75,000 as follows:

Total compensation shall not exceed Two Hundred Ninety-Eight Thousand Eight Hundred and no/100 Dollars (\$298,800) during the term of the Agreement. Consultant shall be compensated for performance of the following tasks:

<u>Task #</u>	<u>Task Description</u>	<u>Not-to-Exceed Amount 2004-2005</u>	<u>Not-to-Exceed Amount 2005-2006</u>	<u>Not-to-Exceed Amount 2006-2007</u>	<u>Not-to-Exceed Amount 2007-2008</u>	<u>Not-to-Exceed Amount 2008-2009</u>
1	ICOC Meeting & Support	\$7,680	\$7,700	\$6,600	\$3,400	\$3,500
	Subcommittee Meetings	\$7,680	\$7,700	\$6,600	\$3,400	\$2,600
2	ICOC Website Maintenance	\$1,620	\$3,000	\$3,600	\$2,400	\$2,100
3	Special Performance Audits (3 estimated)	\$20,412	\$20,000	\$23,000	\$20,000	\$20,000
4	ICOC Annual Report	\$10,640	\$10,500	\$10,000	\$10,200	\$10,200
4a	Printing Reimbursable	\$10,000	\$8,000	\$8,000	\$8,000	\$8,000
5	Assigned/Special Task Support	\$20,412	\$17,600	\$10,000	\$4,100	\$2,100
5a	Estimate of Reimbursable Costs	\$1,556	\$1,500	-0-	-0-	-0-
Total		\$80,000	\$76,000	\$67,800	\$51,500	\$48,500

Consultant will be compensated at the following rate:

<u>Position</u>	<u>Hourly Rate: 2007-2009</u>
Principal	\$175
Program Manager	\$170
Website Support	\$144
Clerical (as required)	\$82
Mark-Up on Sub-consultant Work	15%

All other terms and conditions in said Agreement not expressly amended herein shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

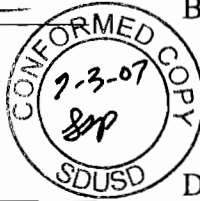
IN WITNESS WHEREOF, the parties have caused this Third Amendment to Agreement to be executed on their behalf by their fully authorized representatives.

COLBI TECHNOLOGIES, INC.

SAN DIEGO UNIFIED SCHOOL DISTRICT

By: Charles H. Olsen
Consultant

By: D. Umstot
David Umstot
Executive Director, Facilities



Date: 05-08-07

Date: 22 JUN 2007

The above Consultant is a (mark one): Sole Proprietorship, Partnership, Corporation

Federal Tax I.D. # 01-0679534 (or) Social Security # _____

LEGALITY AND FORM APPROVED

Sandra T.M. Chong 5-14-07
Sandra T.M. Chong, Assistant General Counsel
San Diego Unified School District

Approved in public meeting of the Board of Education of the San Diego Unified School District on 6/12/07
Cheryl Ward
Cheryl Ward, Board Action Officer
Board of Education