SANTA FE PUBLIC SCHOOLS MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made by and between the Board of Education of the Santa Fe Public Schools, hereinafter called the "District," by and through the Superintendent of the District, and the City of Santa Fe, a home-rule municipality organized under the laws of New Mexico also known as "Partner" and Foster Grandparent Program ("FGP").

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. TERM.

- A. This Agreement is effective on July 1, 2020 and will terminate on June 30, 2023.
- B. In the event that this term exceeds twelve (12) months, the Parties agree that, starting on the first day of the thirteenth month, the District, in its sole discretion, may determine that an insufficiency of appropriations and funding require the termination of this Agreement with thirty (30) days' written notice to the Partner, who shall accept the District's determination.
 - C. No automatic-renewal is permissible under this Agreement.

II. PARTIES' SCOPE OF WORK AND RESPONSIBILITIES

- A. The District shall:
- 1. Designate a coordinator to serve as liaison with the project
- 2. Provide supervision of volunteers while on site. The District will ensure the volunteers are not left unattended.
- 3. Provide FGP Volunteers with assignments that utilize their skills and training.
- 4. Assist Partner in the coordination of volunteer assignments, orientation, in-service instruction and other project related activities.
- 5. Have the right to request the Partner to reassign volunteer.
- 6. Provide for adequate health and safety protection of volunteers.
- 7. Collect and validate appropriate/available volunteer reports for submission to the Partner.
- 8. In consultation with the Partner, make investigations and reports regarding accidents and injuries involving volunteers.
- 9. Within the limits of available resources, provide in-kind contribution(s) in support of the project, such as meals provided at the various District School Sites.
- 10. Meet the standards set by the Americans with Disabilities Act (ADA), which prohibits discrimination against people with disabilities in employment, transportation, public accommodation, communications, and governmental activities. The ADA also establishes requirements for telecommunications relay

- services, meaning that all electronic and information technology must be accessible to people with disabilities.
- 11. Not discriminate against FGP volunteers or in the operation of the FGP program on the basis of race, color, national origin, sexual orientation, real or perceived gender, age, political affiliation, religion, veteran status or disability, if the participant is a qualified individual with a disability.
- 12. Not consider religious instruction part of FGP volunteerism.
- 13. Engage FGP volunteers through alternative/virtual programming, while the District is in a remote or hybrid learning model.
- 14. Consider many in person or on site provisions of the MOU not valid while the District is in a remote or hybrid learning model as required by the District, city, state or federal regulations during Covid-19 Pandemic.

B. The Partner shall:

- 1. Place approximately 18 FGP Volunteers to serve approximately 54 children with special or exceptional needs for a period of 15-30 hours per week with approval of the FGP Project Director in accordance with FGP guidelines (Attachment #2).
- 2. Arrange for pay and assist volunteers in fulfilling the FBI fingerprint check required by the State of New Mexico Public Health Department, as well as conducting a search of the National Sex Offender Public Website for all volunteers before service. Volunteers will only be placed for service if all background checks have been complete and they have been cleared to volunteer. All background checks will be shared with the Volunteer Coordinator assigned by the District.
- 3. Recruit, interview, enroll and refer volunteers in the project.
- 4. Provide periodic orientation to the District School Sites.
- 5. Refer volunteers to the District for individual assistance.
- 6. Furnish adequate accident and liability insurance coverage as required by FGP project guidelines and the terms of this agreement.
- 7. Retain full responsibility for the management of the FGP Volunteers and fiscal control of the project.
- 8. Arrange for the transportation of all FGP volunteers to and from the District School Site.
- 9. Arrange physical examinations for all FGP Volunteers, initially and prior to assignment, and annually thereafter.
- 10. Within the limits of available resources and project policy, ensure volunteers are provided or receive assistance with the cost of a meal provided during the volunteer's scheduled hours.
- 11. Specify activities to be performed by the volunteers under the direction of the District in cooperation with the FGP project guidelines as well as Sponsor's staff.
- 12. Provide in-service training for volunteers at least once a month for four hours.
- 13. Ensure a written Assignment Plan is signed authorizing service by the FGP Volunteer and specifying volunteer activities to be performed.

- 14. Ensure that the FGP volunteers comply with all federal and state laws and regulations.
- 15. In cooperation with the project's Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the District and/or the Partner.
- 16. Encourage FGP volunteers to participate in alternative/virtual programming, while the District is in a remote or hybrid learning model.
- 17. Consider many in person or on site provisions of the MOU not valid while the District is in a remote or hybrid learning model as required by the District, city, state or federal regulations during Covid-19 Pandemic.

III. PARTNER SERVICES AND CONDUCT.

- A. Standard of Performance. Partner represents and warrants that Partner has the necessary knowledge, experience, abilities, skills, and resources to perform the Partner's obligations under this Agreement, and agrees to perform such obligations in a professional manner, consistent with prevailing industry standards and practices.
- B. Licenses and Permits; Compliance with Law. Partner represents and warrants that the Partner has all licenses and permits necessary to conduct business and perform all obligations under this Agreement, and agrees to comply with all applicable laws, regulations, codes, ordinances, and Board policies.
- C. District-Partner Relationship. Nothing in this Agreement, nor any performance hereunder, is intended or shall be construed to create a business partnership, joint venture or relationship of agency or employment between the Partner and the District. The Partner and its directors, officers, agents, and employees are not employees of the District and shall not accrue leave, retirement, insurance, use of District vehicles, bonding, or any other benefits as a result of this Agreement.
- D. Marketing Materials. Neither Party will use the other's name in any publicity or advertising material without prior written consent of the other parity.
- E. Confidentiality. Each Party will comply with all laws, regulations, and Board policies that apply to the use, transmission, storage, disclosure, or destruction of confidential information and educational records.

IV. COSTS.

Not Applicable

A. District's Costs.

- 1) Zero dollars and zero cents (\$0.00)
- 2) The District's performance of the terms of this Agreement are contingent on sufficient appropriations and authorization being made by the Legislature of New Mexico, the New Mexico State Department of Education, Santa Fe Public Schools Board of Education, and the Federal Government for the performance of this Agreement. If, for any reason, sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given by the District. Such termination shall not result in any claim for damages by the Partner. The District's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.

V. LIABILITY; INDEMNIFICATION.

A. No party to this agreement shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act. Each party shall be solely responsible for fiscal or other sanctions, penalties or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. Each party shall be liable for its acts or failure to act in accordance with this Agreement, subject to immunities and limitations of the New Mexico Tort Claims Act.

VI. MISCELLANEOUS TERMS.

- A. Entire Agreement. This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement.
- B. Records and Audit. Both parties will maintain records for three years from the expiration or termination of this Agreement. The records shall indicate the date, length of time, and nature of services rendered. These records shall be subject to inspection and audit by the Superintendent of the District or designee, the State Department of Education, the Department of Finance and Administration, and the State Auditor.
- C. **Modifications.** No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by both parties.
- D. **Non-Assignability.** This Agreement will not be assigned by either party, nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party.

- E. Governing Law. This Agreement will be construed, interpreted, governed, and endorsed in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.
- F. Severability. The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.
- G. Marketing Materials. Neither the District nor the Partner will use the other's name in any publicity or advertising material without prior written consent of the other parity.
- H. **Headings.** Headings and captions used in this Agreement are for convenience and ease of reference only and will not be used to construe, interpret, expand or limit the terms, conditions, or other provisions of this Agreement.
- I. Cooperation and Dispute Resolution. The parties will meet as necessary to discuss and evaluate the progress of the program involved in this Agreement. The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.
- J. Third parties. Nothing in this Agreement, expressed or implied, is intended to confer any rights, remedies, claims or interest upon a person not a party to this Agreement.
- K. Employee status. The Partner and its directors, officers, agents, and employees are not employees of the District and shall not accrue leave, retirement, insurance, us of state vehicles, bonding, or any other benefits afforded to employees of the District as a result of this Agreement.
- L. Nondiscrimination. Neither party will discriminate against program participants or employees on the basis of because of race, color, ancestry, ethnicity, national origin, immigration status, religion, sex, gender identity, sexual orientation, age, disability, or serious medical condition.
- M. Confidentiality. The parties in accordance with applicable federal and state laws and regulations regarding confidentiality of records of students will maintain the confidentiality of any records.
- N. Conflict of Interest. That the parties warrant that they have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

- O. Appropriations. That the terms of this Agreement are contingent on sufficient appropriations and authorization being made by the Legislature of New Mexico, the New Mexico State Department of Education, Santa Fe Public Schools Board of Education, and the Federal Government for the performance of this Agreement. If, for any reason, sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given by the District. Such termination shall not result in any claim for damages by the Partner. The District's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- P. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assigns.
- Q. Violations. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribe, gratuities, and kickbacks.
- R. **Notices.** Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and will be sent by certified mail, return receipt requested, postage prepaid, as follows:

To the District at: To the Partner at:

Santa Fe Public Schools City of Santa Fe Foster Grandparent

Program

610 Alta Vista PO Box 909

Santa Fe, NM 87505 Santa Fe, NM 87504

VII. CRIMINAL BACKGROUND CHECK.

For any individual providing services pursuant to the Partner's explicit or implicit direction or permission, the Partner shall make one of the following warranties, in compliance with Megan's law and §22-10A-5 NMSA 1978 of the School Personnel Act.

- A. By this signature ______, SHALL WARRANT that such individuals will not have unsupervised access to students; OR
- B. By this signature ______, SHALL WARRANT that the individual who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the Partner's:
 - a. Performance of an internet search on the individual; and

b. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.

VIII. CONFLICT OF INTEREST; PROCUREMENT CODE.

- A. Conflict of Interest. That the parties warrant that they have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
- B. Procurement Code. The Partner acknowledges that the Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation, and other laws impose felony penalties for illegal bribe, gratuities, and kickbacks.
- C. Campaign Contribution Disclosure Form. In compliance with the Procurement Code, Section 13-1-191.1 NMSA 1978, the Partner shall complete the following Campaign Contribution Disclosure Form:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Partner, by and through the undersigned representative, hereby discloses that the following contributions in excess of two hundred fifty dollars (\$250.00) were made to a Board of Education member, by any officer, employee, agent or other representative of the Partner, or a family member, within the last two (2) years.

Contribution(s) Made By:	On:
List the Name(s) of any and all Board Member	(s) Receiving Contributions:
Amount, Nature and Purpose of each Contribu	tion to each Board Member:
By:	Date:
By: JAREL LAPAN-HILL, CITY MANA	GER -OR-
contributions in excess of two hundred fifty do	undersigned representative, hereby states that no ollars (\$250.00) were made to a Board of Education her representative of the Partner, or a family member,
By:	Date:
By:	GER

SIGNATURE PAGE

FOR SFPS BUSINESS SERVICES:	
AMOUNT: Zero (\$0)	
ACCOUNT CODE NO. NONE	
FUNDING SOURCE: NONE	
ADDDOVED DV CEDC	
APPROVED BY SFPS:	
SABRA ROMERO, DIVERSITY, EQUITY, & ENGAGEMENT	DATE
DR. JAMES LUJAN, CHIEF DIVERSITY, EQUITY, &	DATE
ENGAGEMENT OFFICER	
JOSHUA R. GRANATA, GENERAL COUNSEL	DATE
GERMAN MARTINEZ, CHIEF FINANCIAL OFFICER	DATE
VERONICA C. GARCIA, Ed.D., SUPERINTENDENT OF SCHOOLS	DATE
AGREED UPON BY PARTNER:	
I CERTIFY THAT NO SUSPENSION / DEBARMENT / EXCLUSION / DEBARMENT /	
OF MY SIGNATURE BELOW.	
Am—	Feb 2, 2021
ALAN M. WEBBER, MAYOR	DATE
Kratu Mihlu	Feb 2, 2021
KRISTINE MIHELCIC, CITY CLERK GB MTG 01/27/2021	DATE
GB MTG 01/27/2021 Marcos Martinez	Jan 13, 2021
Marcos Martinez (Jan 13, 2021 14:17 MST)	
SENIOR ASSISTANT CITY ATTORNEY	DATE

Mary McCay	Feb 2, 2021
MARY MCCOY, FINANCE DIRECTOR	DATE

SFPS AGREEMENT WITH FOSTER GRANDPARENT PROGRAM-NO.

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PARTNER'S SIGNATURE DOES NOT CONSTITUTE AUTHORITY TO INITIATE SERVICES.
RECEIPT OF A PURCHASE ORDER IS THE ONLY AUTHORIZATION TO START SERVICES.

FGP GUIDELINES: SAFETY/ACCESSIBILITY CHECKLIST AND ELEMENTARY ASSIGNMENT/CARE PLAN ATTACHED ATTACHED HERETO AS ATTACHMENT #1

Attachment #1

FGP GUIDELINES: SAFETY/ACCESSIBILITY CHECKLIST AND ELEMENTARY ASSIGNMENT/CARE PLAN ATTACHED

City of Santa Fe Foster Grandparent Program (FGP)
Safety/Accessibility Checklist for Volunteer Stations

This questionnaire is designed to allow evaluation of the overall accessibility of FGP Santa Fe by looking at where we send volunteers to serve. It is not meant to eliminate stations for possible placement of FGP volunteers but to provide information needed to match volunteers with volunteer stations.

Volunteer Station Name: Santa Fe Public Schools

Pol	icies & Procedures	Yes	Νο	N/A	Comments
Y OY	Does your agency have policies that ensure that "reasonable	1 2			
1	accommodation is made to individuals, including volunteers with				
•	disabiliti es?				1
_	All volunteers are oriented and trained on the agency's safety	-			1
2	policy and updated if changes occur.				
3	Volunteers are given the necessary materials and knowledge to				1
า	perform tasks safely.				
4	All volunteers are required to report and/or document any				1
•	accidents to a staff member.	<u> </u>			
5	Volunteers wear the appropriate clothing and safety equipment			l	
	necessitated by activity.				
6	Is there an evacuation plan in place in case of emergency?				
Fac	ility Accommodations	-			
7	There is parking designated for persons with disabilities near				
	building entrance.				
8	There is a flat, non-gravel route from parking/street to front				1
0	entrance.				_
9	Is there a handicap accessible restroom?]
10	Doors (entrance, restroom) are no heavier to open than refrigerator				
1	doors and/or are handicapped accessible (automatic door button).				
11	Halls and passageways are at least one yard (36") wide and there				
	are no trip hazards.				_
12	Stairways have handrails.				_
13	Alternate entrances are available (elevator, ramp, other entrance).				
14	Proper signs, emergency exits and safety protocols are visibly				
	displayed for volunteers.				
	First aid kits are available and locations are identified.]
16	Fire extinguishers are located on site and inspected regularly.				
17	Are emergency alarms both audible and visual?			1	
	Name of person completing evaluation (Print)	Title			
	Signature	Date			
	Date	receive	d b y F	GP	

Elementary School Assignment Plan ATTACHED HERETO AS ATTACHMENT #2



Attachment #2



City of Santa Fe Foster Grandparent Program 2019/2020 Elementary School Assignment Plan

<u>Instructions</u>. It is a federal requirement that all Foster Grandparents have an assignment plan for the children with whom they are assigned to work. Foster Grandparents should be assigned to children (at least three) with exceptional or special needs. Successful assignments will have a positive impact on the child.

Please complete all sections, documenting the child's needs, the activities you want the volunteer to perform, and the desired results of those activities. The completed assignment plan becomes the volunteer's "job description." Please review it with the volunteer to ensure that the required activities and the desired outcomes are understood.

The Foster Grandparent Program recognizes and respects the confidentiality of all of the children involved in the program. Please be assured that all of the information that you provide will only be used in aggregate and no specific child will be identified. If you have questions, please call program staff at 955-4761.

Fill out the green areas in October.

Fill out the purple area in May. (Will be returned to you to complete.)

Foster Grandparent:	
Volunteer Station:	
Teacher/Supervisor	
Period this plan covers:	

A. List Child's/children's Name, Age, and Grade and Exceptional or Special Need:

Identify the child (ren) the volunteer will be working with. For confidentiality, please use the first name only or an assigned I.B. number.

	Child's Name			Grade	Age	Special or Exceptional Need Choose from the list below and include all that apply.	
Example: 1. Anna			1	6	SI, HI		
1		ALETT, AL	14 14 14 14			أنديت	e men declaration de la companya de
2.		Line of				1 1	الله في المستحديد ال - مستحد المستحديد ال
3.	.1.			Arriver l			
4.	-77						

AN:	Abused/Neglected	HI:	Health Impairment	SI:	Speech Impaired				
AY:	Adjudicated youth	HE:	Hearing Impaired	TP:	Teen Parent				
DD:	Development	Li	Literacy Needs	VI:	Visually Impaired				
	Delayed/Disabled	LC:	Language/Communication	Other:					
ES:	Emotional/Social	LD:	Learning Disabled	Other:					
FC	In Need of Foster Care	PC	Physically Challenged	Other					
Spec	ial Initiatives:								
CI:	CI: Children of Incarcerated Parent(s)								
CF:	F: Child in Foster Care								
CM:	CM: Child of Military Family or Veteran Parent(s)								

THE RESERVE OF THE PROPERTY OF	HOSE RUSERIA	PERMIT	Star Tay Tay of A Tay		TOP COLUMN		-	
B. Activities planned with assigned chi work on with the child? Mark the activities that apply with an X.		III the Foster Gra	C. Outcome measures for the child: in what areas do you expect that the identified child will benefit? How is the child doing at the end of the year/assignment compared to at the beginning of the year/assignment?	Child's beginning so		comp	Child's end score: (To be completed in May.)	
				Part I			Po	art II
	Daily	2-3 Times a Week	Weekly	Activities:	Emer- gent	Compet- ent	Emer- gent	Competent
Cognitive skills: learning, thinking, problem solving, etc.				Cognitive skills				
Literacy: read to, be read to, letter/word recognition, writing skills.				Literacy				
Language: speech, language barriers, English as a second language, etc.				Language				
Tutor: math, science, etc.				Tutor				
Emotional: self-esteem, behavior, self-control, etc.				Emotional		A SA		
Social skills: friendship, respect, tearnwork, model proper social skills, etc.				Social skills				
Approaches to learning: cooperation, staying focused, being persistent, develop curiosity.				Approaches to learning				
Other: anything else teacher or parent wishes for child to strengthen and develop.				Other:				

CHILD 2 (Name or Code):	No.			Cocco Cocco Cocco	4037		1636	5 6 6 9
B. Activities planned with assigned chi work on with the child? Mark the activities that apply with an X.		II the Foster Gra	C. Outcome measures for the child: in what areas do you expect that the identified child will benefit? How is the child doing at the end of the year/assignment compared to at the beginning of the year/assignment?		eginning ore:	score	d's end : (To be leted in lay.)	
				Part 1			P	art II
	Daily	2-3 Times a Week	Weekly	Activities:	Emer- gent	Compet- ent	Emer- gent	Competent
Cognitive skills: learning, thinking, problem solving, etc.	03633 			Cognitive skills				
Literacy: read to, be read to, letter/word recognition, writing skills.				Literacy				
Language: speech, language barriers, English as a second language, etc.				Language				
Tutor: math, science, etc.		0.50%	7.97	Tutor				
Emotional: self-esteem, behavior, self-control, etc.	XON!			Emotional				
Social skills: friendship, respect, tearnwork, model proper social skills, etc.				Social skills				
Approaches to learning: cooperation, staying focused, being persistent, develop curiosity.				Approaches to learning				
Other: anything else teacher or parent wishes for child to strengthen and develop.				Other:				

CHILD 3 (Name or Code):	o graduality of	Tell Diff Diff			OD HODGO	B-TeC TOT		Section Design
B. Activities planned with assigned chi work on with the child? Mark the activities that apply with an X.		ll the Foster Gra	C. Outcome measures for the child: in what areas do you expect that the identified child will benefit? How is the child doing at the end of the year/assignment compared to at the beginning of the year/assignment?	Child's beginning score score: comp		i's end : (To be leted in lay.)		
				Part 1			Po	art II
	Daily	2-3 Times a Week	Weekly	Activities:	Emer- gent	Compet- ent	Emer- gent	Compet- ent
Cognitive skills: learning, thinking, problem solving, etc.				Cognitive skills				
Literacy: read to, be read to, letter/word recognition, writing skills.				Literacy				
Language: speech, language barriers, English as a second language, etc.				Language				
Tutor: math, science, etc.				Tutor				
Emotional: self-esteem, behavior, self-control, etc.				Emotional				
Social skills: friendship, respect, tearnwork, model proper social skills, etc.				Social skills				
Approaches to learning: cooperation, staying focused, being persistent, develop curiosity.				Approaches to learning				
Other: anything else teacher or parent wishes for child to strengthen and develop.				Other:				

B. Activities planned with assigned chi work on with the child? Mark the activities that apply with an X.		ll the Foster Gra	C. Outcome measures for the child: in what areas do you expect that the identified child will benefit? How is the child doing at the end of the year/assignment compared to at the beginning of the year/assignment?	Child's b		score	d's end :: (To be sieted in tay.)	
				Part 1				art II
	Daily	2-3 Times a Week	Weekly	Activities:	Emer- gent	Compet- ent	Emer- gent	Competent
Cognitive skills: learning, thinking, problem solving, etc.				Cognitive skills				
Literacy: read to, be read to, letter/word recognition, writing skills.				Literacy				
Language: speech, language barriers, English as a second language, etc.				Language				
Tutor: math, science, etc.		Y 3 6 3 Y	2076	Tutor				
Emotional: self-esteem, behavior, self-control, etc.				Emotional				
Social skills: friendship, respect, teamwork, model proper social skills, etc.				Social skills				
Approaches to learning: cooperation, staying focused, being persistent, develop curiosity.				Approaches to learning				
Other: anything else teacher or parent wishes for child to strengthen and develop.				Other:				

orne	ACDERMENT WITH FOSTED	GRANDPARENT PROGRAM NO.

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SIGNATURES	
I accept this assignment plan and agree to concerns to the volunteer supervisor.	perform the duties required of this volunteer position to the best of my ability and to relay questions or
Signature: Foster Grandparent	Date:
professional who verified the needs, such as	needs described above ar have consulted with or reviewed documentation prepared by an appropriate, but not limited to, a teacher, speech therapist, educator, or a member of the professional psychiatrist ctical nurse, or executive staff of the valunteer station.
Signature: Teacher/Supervisor	Date:
I approve this assignment/care plan:	
Signature: EGP Director	Date

PROOF OF INSURANCE ATTACHED HERETO AS ATTACHMENT #3