

AGREEMENT FOR SERVICE BETWEEN

THE SAN MATEO-FOSTER CITY SCHOOL DISTRICT AND CONTRACTOR

This agreement is made as of this [DATE] day of August, by and between the San Mateo-Foster City School District ("SMFCSD") and the Grossbauer Group ("CONTRACTOR") to provide services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES: in consideration of the payments hereinafter set forth, CONTRACTOR shall perform services for SMFCSD in accordance with the terms, conditions, and specifications set forth in the Quotation for Web Services for 2020-2021, attached hereto as Appendix A.
2. TERM OF AGREEMENT: The term of this agreement is from July 1, 2020 through June 30, 2021.
3. COMPENSATION: The CONTRACTOR agrees to perform all the services of this agreement at the rate of \$[13,720.50] per quarter, not to exceed \$54,882.
4. PAYMENT: Payment of \$13,720.50 shall be due to CONTRACTOR at the beginning of each quarter. The CONTRACTOR shall submit a time log detailing the services performed during the billing period at the end of each quarter. The contractor is responsible for complying with all state and federal tax requirements, and such compliance is the CONTRACTOR'S sole responsibility.
5. EQUIPMENT AND MATERIALS: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance on the Agreement.
6. USE OF SUBCONTRACTORS: CONTRACTOR shall not assign this Agreement or any portion thereof to a third party without the prior written consent of SMFCSD.
7. LICENSES AND PERMITS: It shall be the CONTRACTOR'S responsibility to obtain and keep in force any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
8. COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES: CONTRACTOR and all subcontractors shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this agreement, and shall execute all necessary certifications of compliance therewith.
9. RELATIONSHIP OF THE PARTIES: CONTRACTOR agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of SMFCSD and that CONTRACTOR acquires none of the rights, privileges, powers or advantages of SMFCSD employees.

10. **INSURANCE:** CONTRACTOR shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect CONTRACTOR and all of its employees/officers/agents 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 CONTRACTOR, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of 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(s) specified below:

- Comprehensive General Liability.....\$1,000,000
- Cyber-liability.....\$1,000,000

The CONTRACTOR will provide proof of insurance and will identify SMFCSD as an additional insured.

- 11. **WAIVER:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 12. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, physical handicap, or national origin.
- 13. **HOLD HARMLESS:** CONTRACTOR agrees to indemnify and defend the District, its employees, and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the performance of this agreement.
- 14. **DISPUTE RESOLUTION:** Should any dispute arise out of this Agreement, the Parties should meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be shared by the CONTRACTOR and SMFCSD. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.
- 15. **GOVERNING LAW:** This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo.
- 16. **TERMINATION:** SMFCSD may at any time terminate this Agreement upon thirty (30) days prior written notice to CONTRACTOR. SMFCSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, SMFCSD may immediately terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, SMFCSD may secure the required services

from another contractor. If the cost to SMFCSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

17. COMPLETENESS OF AGREEMENT: This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers:

San Mateo-Foster City School District

By: _____
Dianne Willoughby
Communications Coordinator

Date: _____

Grossbauer Group

By: Sue Grossbauer
Sue Grossbauer
CEO

Date: 8.13.20

By: _____
Joan Rosas, Ed.D.
Superintendent

Date: _____



THE GROSSBAUER GROUP

APPENDIX A

WEB SERVICES FOR 2020-2021: QUOTATION

JUNE 23, 2020

BACKGROUND & OBJECTIVES

The leadership of SMFCSD is looking for comprehensive, turnkey services to support the District website at smfcsd.net, as well as their school websites. Objectives are to:

- > Ensure smooth operations of the websites with timely technical support
- > Support ongoing compliance with WCAG 2.0 AA accessibility standards

PROJECT SCOPE #1: ACCESSIBILITY TESTING AND REPAIR

- > Conduct an accessibility test of each website (District + 20 school sites) on a staggered quarterly basis. Our technique would begin with a validated, automated assessment.
- > Manually inspect any pages with problems identified PLUS recently edited pages for conformance evaluation methodology to evaluate conformance with WCAG 2.0 AA.
- > Provide a simple report to identify issues introduced by end users in editing.
- > Provide tips for preventing these errors and recommend any training opportunities identified. Specific feedback can be used to train and empower users, thereby reducing the need for accessibility repair services in the future.
- > Provide a report of broken links, organized by website, to authorized District team for internal repair.
- > We recommend an accessibility review call with designated SMFCSD staff 3X/year, and will be happy to discuss any findings at any time.
- > This scope does not include making PDF files accessible, but we are happy to assist with this via training, tools, or ongoing support services.
- > Budget: \$38,250/year

PROJECT SCOPE #2: ON-DEMAND WEBSITE SUPPORT, UPGRADES, & ENHANCEMENTS

- > Patch and upgrade MODX software as needed.
- > Provide on-demand support to District administration and website editors to address questions, issues, remote training, assistance with PDF files, and small-scale programming enhancement needs (to a max. of 110 hrs/year).
- > Conduct remote training sessions as requested.
- > Budget: \$16,632

BUDGET SUMMARY
\$54,882