

## SAN MATEO UNION HIGH SCHOOL DISTRICT

Approval of Consulting Agreements, Contracts, Invoices and Purchase Orders over \$25,000

*Submitted to the Board of Trustees on 4/15/2021*

| VENDOR/CONTRACTOR          | SITE/DEPT       | DESCRIPTION  | FUNDING SOURCE           | AMOUNT               |
|----------------------------|-----------------|--|--------------------------|----------------------|
| The Ford Store San Leandro | M&O             | To purchase a new truck for M&O  | Fund 01 - Maintenance    | \$ 27,453.83         |
| Events to the "T" Inc.     | District Office | Graduation Decor & Stage, Trucking, Labor, Step & Repeat Photo Op, Custom 4x16 Banner, Video Livestream, FM Broadcast, Drone, Photographer, 2 Security Guards, Balloon Design. | Fund 01 - Superintendent | \$ 184,000.00        |
|                            |                 |  | <b>TOTAL</b>             | <b>\$ 211,453.83</b> |

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 03/25/2021

From: Linda Carlton

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Site(s) or Department: M&O

Number of Quotes: 3

Vendor/Contractor: The Ford Store San Leandro

Reason for proposal:  
To purchase a new truck for M&O

Certificate of Insurance: N/A

Contract Amount: \$27,453.83

Funding Source: General Fund - Maintenance

Approved by:



03/25/2021

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Personnel who oversees Site/Department budget



03/31/2021

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Manager of Capital Facilities and Purchasing



03/31/2021

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Director of Budget and Fiscal Services

# The Ford Store San Leandro

1111 Marina Blvd.  
San Leandro, CA 94577  
(510) 352-2000

QUD # 1

|                                 |                  |                              |
|---------------------------------|------------------|------------------------------|
| <b>Buyer:</b>                   | <b>Co Buyer:</b> | <b>Deal #:</b> 31954         |
| AN MATEO UNION HIGH SCHOOL DIST |                  | <b>Deal Date:</b> 03/19/2021 |
| 50 N DELAWARE ST                |                  | <b>Print Time:</b> 03:09pm   |
| AN MATEO, CA 944011732          |                  |                              |
| <b>Home #:</b>                  | <b>Home #:</b>   |                              |
| <b>Work #:</b> (650) 558-2299   | <b>Work #:</b>   | <b>Salesperson:</b>          |

|  |          |                              |                   |          |
|--|----------|------------------------------|-------------------|----------|
| <b>Vehicle</b>                         |          |                              |                   |          |
| ew <input checked="" type="checkbox"/> | Stock #: | Description:                 | VIN:              | Mileage: |
| sed <input type="checkbox"/>           | X00317   | 2021 FORD TRUCK F-150 SERIES | 1FTMF1CB2MKD65888 |          |
| emo <input type="checkbox"/>           |          |                              |                   |          |

**Trade**

2021 F150 Regular Cab XL 4x2 8ft Bed White

Delivery from San Leandro to San Mateo is included.

This truck is in-coming to our lot on April.

|                      |  |                                 |    |                  |
|----------------------|--|---------------------------------|----|------------------|
| <b>Aftermarkets:</b> |  | Our List Price:                 | \$ | 32,470.00        |
|                      |  | Discount Savings:               | \$ | 7,406.00         |
|                      |  | Sale Price After Rebate:        | \$ | 25,064.00        |
|                      |  | Total Financed Aftermarkets:    | \$ | 0.00             |
|                      |  | Total Trade Allowance:          | \$ | 0.00             |
|                      |  | <b>Trade Difference:</b>        | \$ | <b>25,064.00</b> |
|                      |  | Documentary Fee:                | \$ | 0.00             |
|                      |  | State & Local Taxes:            | \$ | 2,381.08         |
|                      |  | Total License and Fees:         | \$ | 8.75             |
|                      |  | <b>Total Cash Price:</b>        | \$ | <b>27,453.83</b> |
|                      |  | Total Trade Payoff:             | \$ | 0.00             |
|                      |  | <b>Delivered Price:</b>         | \$ | <b>27,453.83</b> |
|                      |  | Cash Down Payment + Deposit:    | \$ | 0.00             |
|                      |  | <b>Unpaid Balance:</b>          | \$ | <b>27,453.83</b> |
|                      |  | Service Agreement:              | \$ | 0.00             |
|                      |  | Maintenance Agreement:          | \$ | 0.00             |
|                      |  | GAP Insurance:                  | \$ | 0.00             |
|                      |  | Credit Life, Accident & Health: | \$ | 0.00             |
|                      |  | Other:                          | \$ | 0.00             |
|                      |  | <b>Amount Financed:</b>         | \$ | <b>27,453.83</b> |

**Total Aftermarkets:** \$ 0.00

**Amount Financed:** \$ 27,453.83



*[Handwritten signature]*

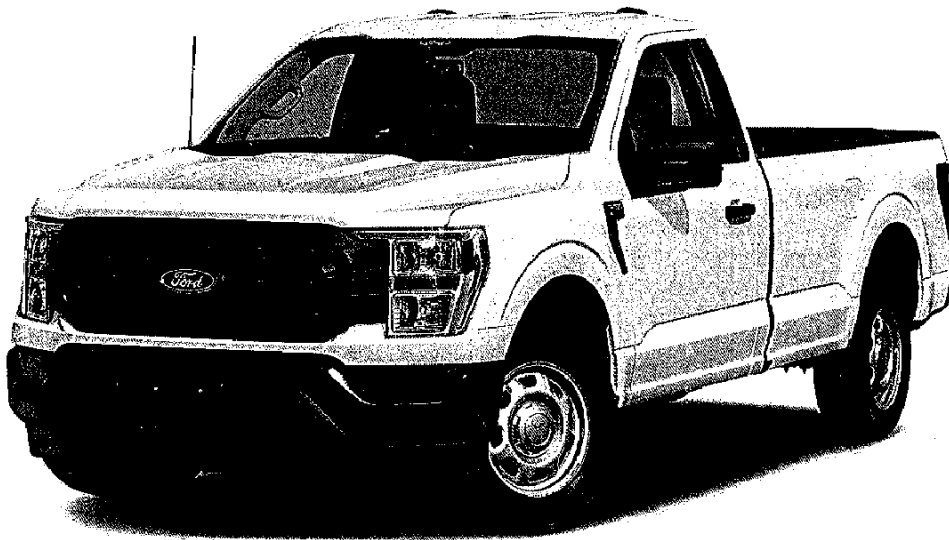


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2021 F-150 4x2 Regular Cab Styleside 8' box 141" WB XL (F1C)

Price Level: 130

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**Client Proposal**

Prepared by:

ming yeung

Office: 510-352-2000

Date: 03/24/2021



The Ford Store San Leandro | 1111 Marina Blvd., San Leandro, California, 945773364

Office: 510-352-2000 | Fax: 510-347-4150



Prepared by: ming yeung  
03/24/2021

The Ford Store San Leandro | 1111 Marina Blvd. San Leandro California | 945773364

## 2021 F-150 4x2 Regular Cab Styleside 8' box 141" WB XL (F1C)

Price Level: 130

### As Configured Vehicle

| Code                         | Description   | MSRP        |
|------------------------------|---|-------------|
| <b>Base Vehicle</b>          |   |             |
| F1C                          | Base Vehicle Price (F1C)  | \$29,240.00 |
| <b>Packages</b>              |   |             |
| 100A                         | <b>Equipment Group 100A Standard</b><br><i>Includes:</i><br>- Engine: 3.3L V6 PFDI<br>Includes auto start-stop technology and flex-fuel capability.<br>- Transmission: Electronic 10-Speed Automatic<br>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.<br>- 3.55 Axle Ratio<br>- GVWR: 6,100 lbs Payload Package<br>- Tires: 245/70R17 BSW A/S<br>- Wheels: 17" Silver Steel<br>- Radio: AM/FM Stereo w/4 Speakers<br>Includes auxiliary audio input jack.<br>- SYNC 4<br>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual. | N/C         |
| <b>Powertrain</b>            |   |             |
| 99B                          | <b>Engine: 3.3L V6 PFDI</b><br><i>Includes auto start-stop technology and flex-fuel capability.</i>   | Included    |
| 44G                          | <b>Transmission: Electronic 10-Speed Automatic</b><br><i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.</i>   | Included    |
| X19                          | <b>3.55 Axle Ratio</b>  | Included    |
| STDGV                        | <b>GVWR: 6,100 lbs Payload Package</b>  | Included    |
| <b>Wheels &amp; Tires</b>    |   |             |
| STDTR                        | <b>Tires: 245/70R17 BSW A/S</b>   | Included    |
| 64C                          | <b>Wheels: 17" Silver Steel</b>   | Included    |
| <b>Seats &amp; Seat Trim</b> |   |             |
| A                            | <b>Vinyl 40/20/40 Front Seat</b>  | N/C         |
| <b>Other Options</b>         |   |             |
| 141WB                        | <b>141" Wheelbase</b>   | STD         |
| PAINT                        | <b>Monotone Paint Application</b>   | STD         |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: ming yeung

03/24/2021

The Ford Store San Leandro | 1111 Marina Blvd. San Leandro California | 945773364

2021 F-150 4x2 Regular Cab Styleside 8' box 141" WB XL (F1C)

Price Level: 130

## As Configured Vehicle (cont'd)

| Code                  | Description  | MSRP        |
|-----------------------|--|-------------|
| STDRD                 | Radio: AM/FM Stereo w/4 Speakers<br><i>Includes auxiliary audio input jack.</i><br><i>Includes:</i><br>- SYNC 4<br><i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>                          | Included    |
| 85A                   | XL Power Equipment Group<br><i>Includes:</i><br>- Power Glass Sideview Mirrors w/Black Skull Caps<br><i>Includes heat and manual-folding.</i><br>- Illuminated Entry<br>- MyKey<br>- Perimeter Alarm<br>- Power Door Locks<br><i>Includes flip key and integrated key transmitter keyless-entry (includes Autolock).</i><br>- Power Tailgate Lock<br>- Power Front Windows | \$970.00    |
| <b>Interior Color</b> |  |             |
| AS_02                 | Black Medium Dark Slate  | N/C         |
| <b>Exterior Color</b> |  |             |
| YZ_01                 | Oxford White   | N/C         |
| SUBTOTAL              |  | \$30,210.00 |
| Destination Charge    |  | \$1,695.00  |
| TOTAL                 |  | \$31,905.00 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

KAN-001821 CA

9-NORMAL, NB, 201821, MC042

10004

220210312 2398

ULC  
CERT CERT CERT TRD RAMP BUMP CAMP BOOK EXFL

1FTMF1CB9 MKD69906 NB

FU13



Go Further

ford.com

## VEHICLE DESCRIPTION

F-150

MK D69906

2021 F-150 4X2 REGULAR CAB  
141H WHEELBASE  
3.5L V6 PFDI  
ELEC TEN-SPEED AUTO W/TOW MEXTERIOR  
OXFORD WHITE  
INTERIOR  
DARK SLATE VINYL 40/20/40

## STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

## EXTERIOR

- DAYTIME RUNNING LAMPS
- EASY FUEL/CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HALOGEN HEADLAMPS
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LOCKING REMOVABLE TAILGATE
- PICKUP BOX TIE DOWN HOOKS
- TRAILER SWAY CONTROL
- WIPERS - INTERMITTENT

## INTERIOR

- 4" PRODUCTIVITY SCREEN
- DUAL SUNVISORS
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINTS - 12V
- TILT/TELESCOPE STR COLUMN

## FUNCTIONAL

- AUTO HOLD
- AUTO START STOP TECH
- CURVE CONTROL
- DYNAMIC HITCH ASSIST
- FAIL-SAFE COOLING SYSTEM
- FORDPASS CONNECT™ 4G HOTSPOT TELEMATICS MODEM
- GAS-CHARGED SHOCKS
- HILL START ASSIST
- OUTBOARD MNTD REAR SHOCKS
- PRE-COLLISION ASSIST W/AEB
- PWR RACK AND PINION STEER
- REAR VIEW CAMERA
- SELECTSHIFT®

## SAFETY/SECURITY

- ADVANCETRAC® WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

## WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/100,000 DIESEL ENGINE
- 5YR/80,000 POWERTRAIN
- 5YR/80,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

## INCLUDED ON THIS VEHICLE

- EQUIPMENT GROUP 101A
- XL SERIES
- XL POWER EQUIPMENT GROUP
- CRUISE CONTROL
- REVERSE SENSING SYSTEM

(MSRP)

2,060.00

## OPTIONAL EQUIPMENT/OTHER

- 17" SILVER STEEL WHEELS
- 249/70R 17 BSW ALL-SEASON
- 3.65 RATIO REGULAR AXLE
- 6100# GVWR PACKAGE
- FRONT LICENSE PLATE BRACKET
- 90 STATE EMISSIONS
- CLASS IV TRAILER HITCH
- VINYL 40/20/40 FRONT SEAT
- FLEX FUEL VEHICLE

NO CHARGE

NO CHARGE

NO CHARGE

205.00

NO CHARGE

## PRICE INFORMATION

BASE PRICE

(MSRP)

\$29,240.00

TOTAL OPTIONS/OTHER

2,285.00

TOTAL VEHICLE & OPTIONS/OTHER  
DESTINATION & DELIVERY

\$1,525.00

1,695.00

TOTAL BEFORE DISCOUNTS  
XL HIGH DISCOUNT

33,220.00

- 750.00

TOTAL SAVINGS

- 750.00

RAMP ONE

CA84

RAMP TWO

CONVOY

ITEM #:

72-7581 O/T 2

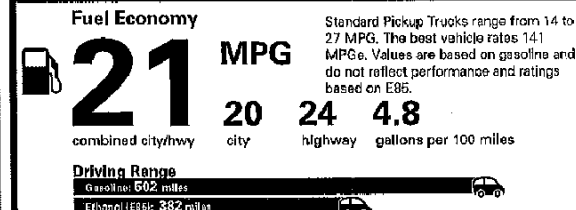
TOTAL MSRP \$32,470.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit [www.ford.com/finance](http://www.ford.com/finance).

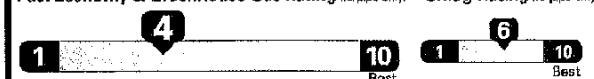
MC042 N RB 2X 130 001821 03 04 21

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

## EPA DOT Fuel Economy and Environment

E85 Flexible-Fuel Vehicle  
Gasoline/Ethanol (E85)You spend  
**\$2,250**more in fuel costs  
over 5 years  
compared to the  
average new vehicle.Annual fuel cost  
**\$1,950**

Fuel Economy &amp; Greenhouse Gas Rating (tailpipe only)

This vehicle emits 424 grams CO<sub>2</sub> per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at [fuelconomy.gov](http://fuelconomy.gov).

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$7,800 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.70 per gallon. This is a dual fueled automobile, MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles



## GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

|               |                  |           |
|---------------|------------------|-----------|
| Frontal Crash | Driver Passenger | Not Rated |
|               |                  | Not Rated |

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

|            |                      |           |
|------------|----------------------|-----------|
| Side Crash | Front seat Rear seat | Not Rated |
|            |                      | Not Rated |

Based on the risk of injury in a side impact.

|          |           |
|----------|-----------|
| Rollover | Not Rated |
|----------|-----------|

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

[www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

1FTMF1CB9MKD69906



**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P66Warnings.ca.gov/passenger-vehicle](http://www.P66Warnings.ca.gov/passenger-vehicle).



The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.

FordPass Connect™ service and FordPass™ App required for certain remote features (see App Terms for more information). Connected service and related feature functionality is subject to compatible AT&amp;T network availability. Evolving technology / cellular networks may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.

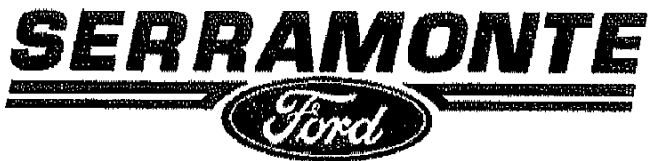
Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit [www.FordOwner.com](http://www.FordOwner.com).

SCAN OR TEXT 1FMD080005 TO 48028

[www.ford.com/thehelp/privacy-terms/](http://www.ford.com/thehelp/privacy-terms/)

03/12/2021

2202103122398



# INVOICE

000#2

3/12/2021

**Customer:**

San Mateo Union High School District

991, East Poplar Avenue

San Mateo,

CA 94401

Make and Model: 2021 Ford F-150 Regular cab

| DESCRIPTION                       | AMOUNT              |
|-----------------------------------|---------------------|
| VIN # TBD                         |                     |
| MSRP - \$32,470.00                |                     |
| (-) Dealer Discount - \$ 1,406.00 |                     |
| (-) GPC - \$ 6,200.00             |                     |
|                                   | 24,864.00           |
| (+) Documentation Fee             | 85.00               |
| (+) Electronic Filing Fee         | 30.00               |
| (+) Vehicle License Fee           | 374.00              |
| (+) Registration                  | -                   |
| (+) California Tire Fee           | 8.75                |
| (+) Tax (Zip Code 94401)          | 2,370.16            |
| <b>TOTAL</b>                      | <b>\$ 27,731.91</b> |

This Order Acknowledgement is accepted by:

Customer Signature

Dealer Signature

Vaseem Mohammed  
Serramonte Ford  
Commercial Fleet Sales Department  
999 Serramonte Blvd.  
Colma, CA 94014  
T 650.301.7100  
M 510.861.7975





# FREMONT

SAN MATEO UNION HIGH SCHOOL  
DISTRICT  
21 FORD F150  
SALESPERSON: TONY MENDOZA  
03/16/2021 11:08 AM

This presentation is designed to provide an example of various finance options that may be available. Incentive programs, Rebates, Rates, Terms and Payments are estimates, subject to change and are impacted by individual credit history and subject to credit approval and program verification. Specific details will be provided when an alternative or alternatives are selected.

## Finance Alternatives

## Deal Structure

Q00#3

|                      |           |
|----------------------|-----------|
| Market Value         | 32,265.00 |
| Discount Savings     | -7,219.11 |
| Vehicle Price        | 25,045.89 |
| Document Prep Fee    | 85.00     |
| License / Title      | 460.00    |
| Tire/Battery/VTR Fee | 8.75      |
| Sales Tax            | 2,388.27  |
| Total                | 27,987.91 |

←

|                 |      |
|-----------------|------|
| Due On Delivery | 0.00 |
|-----------------|------|

|                           |           |
|---------------------------|-----------|
| 1 Month Payment           | 27,987.91 |
| APR (45 days to 1st pymt) | 0.00 %    |
| Amount Financed           | 27,987.91 |

|                |          |
|----------------|----------|
| Tax: 9.50% TAX | 9.50 %   |
| Taxes And Fees | 2,942.02 |

F1 1ST WEEK OF JUNE - ETR PRODUCTION  
\* ETA 16-18 WEEKS 1/30/21

On Approved Credit - APR and Payment may vary based upon Credit History, Down Payment and Lender Approval. Vehicle Price is before Taxes and/or applicable fees. Tax Profile: 9.50% Tax

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 03/29/2021

From: WAYNE RASAY/KEVIN SKELLY

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Site(s) or Department: District Office

Districtwide

Number of Quotes: One

Vendor/Contractor: Events to the "T" Inc.

Reason for proposal:

- Graduation Décor & Stage, Trucking, Labor
- Step & Repeat Photo Op, Custom 4' x 16' Banner
- Video Livestream, FM Broadcast, Drone
- Photographer, 2 Security Guards (8 Hours)
- Balloon Design

Certificate of Insurance: Hiscox Insurance Co

Contract Amount: \$184,000

Funding Source: General Fund Superintendent

Approved by:

Wayne Rasay 03/29/2021

Personnel who oversees Site/Department budget

Vanessa Castano 04/13/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 04/13/2021

Director of Budget and Fiscal Services

# **SAN MATEO UNION HIGH SCHOOL DISTRICT AGREEMENT WITH INDEPENDENT CONTRACTOR**

## **Contractor Name and Address ("Contractor"):**

Events to the "T" Inc  
PO Box 3440  
Walnut Creek, CA 94598  
(925) 335-0633

**Contractor:** Upon completion of work or agreed-upon work periods, mail invoice to:

San Mateo Union High School District  
Attention: Business Office  
650 N. Delaware Street  
San Mateo, CA 94401

It is agreed between the San Mateo Union High School District ("District"), and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for the District in accordance with the terms, conditions, and specifications set forth herein, in Exhibit A
2. **Contract Term.** The term of this Agreement shall be from April 16, 2021, to May 30, 2021, unless terminated earlier by the District.
3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the District shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the District at the time of contract termination. The District reserves the right to withhold payment if the District determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed one-hundred eighty four thousand dollars (\$184,000).
4. **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 the District and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of District employees.
5. **Workers' Compensation Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage.
6. **Other 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. Further, Contractor agrees to maintain comprehensive general liability insurance with no exclusion for molestation or abuse, as indicated below and throughout the course of this Agreement. 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 (applies to all agreements; no exclusion for molestation or abuse)
  - ☒ Motor Vehicle Liability Insurance .... \$1,000,000 (to be checked if motor vehicle used in performing services)
  - ☐ Professional Liability..... \$1,000,000 (to be checked if Contractor is a licensed professional)

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.
7. **Hold Harmless.** Contractor agrees to indemnify and defend the District and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.
8. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the District. All financial, statistical, personal, technical, and other data and information relating to the District's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the District requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any

data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the District, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the District the option to terminate this Agreement without notice.
10. **Termination of Agreement.** The District's Superintendent may, at any time after execution of this Agreement, terminate this Agreement, in whole or in part, for the convenience of the District by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The District may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after District learns of said unavailability of funding.
11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the District makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the District, the State of California, other regulatory agencies, and/or Federal grantor agencies.
13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.
14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between the District and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during Contractor's performance under this Agreement.
15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (please print)

For the District:

\_\_\_\_\_  
Kevin Skelly, Superintendent

\_\_\_\_\_  
Date

**Exhibit A**

**Agreement between the San Mateo Union High School District and Events to the "T" Inc**

**1. Description of Services to be Performed by Contractor**

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following:

1. For the engagement described hereinafter Events To The 'T' Inc. will provide:

- Graduation Décor & Stage, Trucking, Labor
- Step & Repeat Photo Op, Custom 4' x 16' Banner
- Video Livestream, FM Broadcast, Drone
- Photographer, 2 Security Guards (8 Hours)
- Balloon Design
- Events To The 'T', Inc. Manager

2. Event Locations:

TUESDAY 5/25

Peninsula High School/Middle College, Location TBD

WEDNESDAY

Aragon High School  
900 Alameda de las Pulgas  
San Mateo, CA 94022

Hillsdale High School  
3115 Del Monte St.  
San Mateo, CA 94403

THURSDAY

Burlingame High School  
1 Mangini Way  
Burlingame, CA 94010

Capuchino High School  
400 Murchison Dr.  
San Bruno, CA 94066

FRIDAY

San Mateo High School  
506 N Delaware St.  
San Mateo, CA 94401

Mills High School  
1501 Magnolia Ave.  
Millbrae, CA 94030

3. Date(s) / Time (s) of engagement:

Monday, May 24, 2021 through Friday, May 28, 2021

9:00am-5:00pm Graduation Ceremony

5:00pm-7:00pm Strike

\*\*\*\*\*Sound Reinforcement\*\*\*\*\*

Presonus 16 Channel Digital Audio Mixer

(6) QSC K10 Powered Speakers on Stand (2-Stage & 4-Vehicle Line) Presidential Lectern- Black

Shure SM58 Microphone- Lectern

Radial Engineering PROAV2 Direct Box for Computer Sound Micropowered FM Transmitter

Tripplite LCR-2400 Rack Mount AC Line Conditioner

XLR, AC, Cabling & Wires

\*\*\*\*\*Video Production\*\*\*\*\*

Panasonic AF100 Professional 1080P Video Camera with SDI Roland V-60-HD HDMI Video Switcher for Camera & Content MacBook Pro (Content and OBS Software for Streaming)

Black Magic Web Presenter- Content Streaming Interface

DJI Drone with Pilot (In Air Live Video Feed)

Motorola UHF Radio with Headset

AC, HDMI, XLR, SDI Cabling & Wires

2 Roll Black, 1 Roll White, 1 Roll Red Tape

\*\*\*\*\*Graduation/Stage Décor\*\*\*\*\*

Truss Structure with 2021 Sign

(4) Sparktaculars

(4) Giant Greek Columns with 2021 Shields

Giant Lighted 'SENIORS', 'CLASS OF 2021'

16'x8'x30" Stage with Handicapped Ramps, Black Astroturf Cover/Skirt, Red Carpet

Stage Background TBD (Lattice or Pipe/Drape)

4' x 16' Custom Vinyl Banner (Text/Logo Needed)

\*\*\*\*\*Balloons\*\*\*\*\*

(2) 6' Balloon Columns for Photo Op (Color TBD)

(6) 10' Balloon Columns with 36" Topper (Color TBD)

(2) Balloon Arches Between Greek Columns (Color TBD)

(1) Giant Spiral Arch (Color TBD)

\*\*\*\*\*Set-Up, Strike & Support\*\*\*\*\*

Delivery, Set Up/Test & Bay Area (Day Before & Day of Event)

Each school site must provide 2 hardline Ethernet cables to the livestream setup location that can deliver a minimum of 40mbps. Faster is preferred if possible.

\*\*\*\*\*Additions\*\*\*\*\*

\$500 Additional Hour OT for Livestream Team

\$50/ Additional Hour OT for Security Guard

\$150/ Additional Hour OT for Photographer

\$3500 Stage Florals: 15' Stage Florals with no Spacing, 1 Podium & 2 Stage Corners Large Arrangement

**2. Amount and Method of Payment**

Agreement No. \_\_\_\_\_

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, the District shall pay Contractor based on the following schedule and terms:

Agreed upon compensation for 7 engagements: \$184,000.00

|                   |              |            |
|-------------------|--------------|------------|
| Deposit schedule: | \$ 92,000.00 | To Reserve |
|                   | \$ 92,000.00 | 5/10/21    |