

SAN MATEO UNION HIGH SCHOOL DISTRICT

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

Submitted to the Board of Trustees on 10/22/2021

Requestor Name	Contract	Amount	Funding Source
Linda Carlton	FieldTurf	\$1,700.00	General Fund - Maintenance
Linda Carlton	Subdynamic Locating	\$2,350.00	General Fund - Maintenance
Nancy Marty	Noah	\$1,315.50	08 Fund - ASB Basketball
Curriculum	CTE item	\$750.00	Perkins Funding
Linda Carlton	Timberline	\$1,850.00	General Fund - Grounds
Linda Carlton	Classic Service	\$3,049.83	General Fund - Maintenance
Luci Tolfa	DJPC Entertainment	\$1,500.00	Fund 08, ASB
Debbie Arobio	San Mateo County Event Center	\$8,490.61	Fund 08 - Cheerleading Account
Luci Tolfa	MisterSoftieNorCal	\$1,309.00	Fund 08, ASB
Simon Bettis	Infinity Communications	\$6,600.00	Technology Fund
Nancy Marty	Senor Wooly	\$150.00	01 Admin
Linda Carlton	Pacific Coast Trane	\$11,780.00	General Fund - Maintenance
Araceli Pena	Shell Door Service, Inc	\$5,985.00	11
Linda Carlton	Civic Permits	\$2,739.00	General Fund - Facility Use
Jenelle Vazquez	Stand Out College Prep	\$3,000.00	Career Center Grant
Simon Bettis	Dell	\$23,454.00	In Person Learning
Linda Carlton	Silke Communications	\$2,997.12	General Fund - Maintenance
Linda Carlton	Power Systems	\$4,860.00	General Fund - Maintenance
Imelda Gomez	Dooley Corp	\$3,200.00	Fund 01 - Admin
Luci Tolfa	Party Pals	\$3,000.00	Fund 08, ASB
Imelda Gomez	Swank Movie Licensing	\$584.00	Fund 08 - ASB
Curriculum	WhyTry	\$7,000.00	Curriculum
Instruction/Communications	ThoughtExchange	\$10,800.00	Communications & Assistant Sup. Admin account
Linda Carlton	American Asphalt	\$21,939.00	General Fund - Maintenance
Luci Tolfa	Your Party Rental Company	\$2,812.50	Fund 08, ASB
Linda Carlton	West Coast Cranes	\$1,770.00	General Fund - Maintenance
Linda Carlton	Brayer Electric	\$2,879.00	General Fund - Maintenance
Linda Carlton	Donlee Pump	\$2,777.15	General Fund - Transportation
Imelda Gomez	Scott Backovich	\$1,750.00	Fund 08 - ASB
Katherine Landa	XCStats.com	\$295.00	General - Athletics
Debbie Arobio	Production Resource Group	\$5,673.30	Fund 08 - Drama Club
Linda Carlton	West Coast Cranes	\$3,800.00	General Fund - Maintenance
Linda Carlton	Burkett's Pool Plastering	\$12,600.00	General Fund - Maintenance
Curriculum	Create,Mix and Mingle	\$9,993.75	Lottery
Simon Bettis	Teem Technologies, LLC	\$3,437.50	Technology General Fund

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/07/2021

From: Linda Carlton

Site(s) or Department: Capuchino High

Mills High

Number of Quotes: 1

Vendor/Contractor: FieldTurf

Reason for proposal:

To perform football field GMAX test and report for CHS & MHS

Certificate of Insurance: W20793857

Contract Amount: \$1,700.00

Funding Source: General Fund - Maintenance

Approved by:



10/07/2021

Personnel who oversees Site/Department budget

Vanessa Castano

10/08/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

10/08/2021

Director of Budget and Fiscal Services

Via Electronic Transmission

October 6, 2021

Jim Hyde
General Manager of Operations
San Mateo Union High School District
jhyde@smuhsd.org

San Mateo Union High School District

Dear Jim,

Please find below the proposal to have a GMAX test performed at Capuchino High School and Mills High School.

Scope of Work:

- One (1) GMAX Test with Written Report for Capuchino High School's football field
- One (1) GMAX Test with Written Report for Mills High School's football field

Item	Description	Price
1.	Labor, Mobilization, and Equipment	\$1,700.00 (\$850.00 per test)
2.	Materials and Freight	\$0.00
Total		\$1,700.00 (\$850.00 per test)

This proposal is to exclude:

Sales Tax

Warranty

This offer does not include the repair of *any additional damage to the field as a result of acts of vandalism and/or neglect*; any major repairs or necessary maintenance as a result of damage due to abnormal wear and tear, abuse, vandalism, or neglect are subject to additional cost.

To move forward with scheduling this work, please provide a purchase order as acceptance of the scope of work and proposal amount. The PO should be sent directly to Tyler Fitzsimons via fax or email:

tyler.fitzsimons@fieldturf.com

This offer is valid for 30 days.

Let me know if I can provide any additional information.

Per: Tyler Fitzsimons
Tyler Fitzsimons, Customer Service Coordinator

P: 514.375.2612

E: tyler.fitzsimons@fieldturf.com

READ, AGREED, AND ACCEPTED BY ADDRESSEE

Signature: 

Print Name: Kevin Skelly

Date: 10-18-2021

FieldTurf – 7445 Côte-de-Liesse Road Suite 200– Montreal, QC
9374

www.fieldturf.com

For FieldTurf to schedule and execute above services, a signed agreement and/or PO from the customer must be sent to FieldTurf directly.

RETURN SIGNED AGREEMENT AND/OR PO TO:

FieldTurf USA, Inc.

Fax: 541.633.7808

Email: tyler.fitzsimons@fieldturf.com

Agreement can be mailed, emailed and/or faxed

All payments should be mailed to:

FieldTurf Tarkett

7445 Cote-de-Liesse Road

Suite 200

Montreal, Quebec H4T 1G2

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/07/2021

From: Linda Carlton

Site(s) or Department: M&O

Number of Quotes: 1

Vendor/Contractor: Subdynamic Locating

Reason for proposal:

To investigate fire service water leak location in the Crestmoor upper parking lot

ER PO#ERCREST10042021

Certificate of Insurance: 6021738627

Contract Amount: \$2,350.00

Funding Source: General Fund - Maintenance

Approved by:



10/07/2021

Personnel who oversees Site/Department budget

Vanessa Castano

10/08/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

10/08/2021

Director of Budget and Fiscal Services



"If it's underground, we're on top of it"

WO #61156
ERPO# ERCREST10042021

Attn: Steve Weigant | San Mateo Union High School District

Project: Fire Service Water Leak Investigation – Crestmoore High school San Bruno

10/04/2021

The following is based on the scope of work and provided information from the client. **Due to the scope of work, this project could be shorter or longer in duration, and could be subject to change due to any unforeseen complications with ground conditions or extended time needed in order to complete the requested project. If job is completed before the estimated time, Subdynamic will only charge for the actual hours worked.** This project is port to port, with mobilization and demobilization. All utility service marks on, or around the project site will be provided utilizing standard marking paint unless chalk, tape, whiskers or tape is requested. At completion of the project, our technician will email a service agreement to the site contact, or a representative of the clients choosing. The service agreement will include a brief description of our technician's findings, along with hours worked, and other related information regarding the site.

LEAK INVESTIGATION STEPS PERFORMED ON-SITE

Not all the following steps listed are applicable for each site or situation

1. Equipment rental needed for the investigation may include compressors, bottles of gas or other materials will be disclosed and approved by the client before completion. These materials will be added to the final invoice.
 2. Technician will attempt to trace and locate water or gas service lines with approx. depth of any service line presumed to be affected by the leak. Hard or direct hook ups to valves or tracer wires if applicable. *(PVC water lines are NOT traceable and cannot be located unless equipped with tracer wire or pipe is exposed prior).*
 3. Initially sensitive Correlators that pick-up sounds of escaping water and or air from the service line will be placed end to end of the service line to narrow down the leak location. These devices are just tools to assist our technician in narrowing location.
 4. Following the utility locate and correlators, the technician will purge, if possible, sections of the service line (depending on the length and access) and infuse a gas mixture of nitrogen and helium to fill the service line, and check for pressure to measure if the service line is holding or measure the amount of pressure loss.
 5. Following the gas infusion into the service line, our technician utilizes a sensitive gas sniffing device (Aqua M-300 sniffing kit) to track and locate where in the service line the escaping gas is emanating from **presumably a break, crack, offset or missing section etc.*
 6. Once that location of escaping gas is located, the technician will ask permission, if applicable, to drill a small test hole to narrow down the location of the leak. This test hole will assist in allowing the gas to escape safely, and help our technician pinpoint the possible leak.
- *Please note, that this proposal is an investigation, and not all investigations are guaranteed to locate the leak as requested. Subdynamic uses every means at our disposal in a safe and environmentally friendly manner in order to give our client the best possible results. NOT ALL LEAKS AND ALL SERVICE LINES ARE LOCATBLE.*



LEAK INVESTIGATION

ESTIMATED HOURS WITH TRAVEL

- \$247.50 PREVAILING WAGE HOURLY RATE.
- \$300.00 DAILY COMPRESSOR RATE.
COMPRESSOR REQUIRED DUE TO FIRE
SERVICE LINE SIZE.
- MARKET PRICE FOR GAS WILL BE ADDED TO
THE TOTAL IF GAS WAS REQUIRED.
- INVESTIGATE LOCATION(s) FOR POSSIBLE
FIRE SERVICE LINE LEAK PER SCOPE
REQUESTED SAN MATEO UNION SCHOOL
DISTRICT.

- ESTIMATED 8 HOURS ON SITE TIME.
- POST PROJECT REPORT INCLUDED
- TRAVEL INCLUDED IN THE TOTAL

ESTIMATED TOTAL

\$ 2,350.00

**If additional work is requested for this project, a
change order must be agreed upon by both
parties prior for further work to proceed.*

**GAS PRICE NOT INCLUDED ON THIS TOTAL.*



- *Note that no method of underground utility and or Leak Investigation locating can ever guarantee 100% accuracy or completeness. Many variables, including the age and condition of the facilities, soil type, and moisture contact, among other factors, can adversely affect our ability to find and trace utilities, and on rare occasions may even result in errors or omissions beyond our control. Some utilities simply cannot be located.*
- *Utility & GPR Technician will utilize both standard locating methods & Ground Penetrating Radar. GPR can scan for existing locatable utility services and anomalies passing through proposed work area. GPR will be used to determine unknown areas of concern. Depths are called out, if applicable, at a minimum of every 50' on the exterior and interior in paint, chalk, flags or other.*
- *In addition, please note that we will rely on the information you provide us. We typically require maps/plans, schematics and/or as-built drawings. In addition, we require full access to all areas on the job site, including mechanical rooms and utility buildings. We are not responsible to the extent that information you provide is inaccurate or incomplete.*
- *Private utility locating is not a replacement for USA services.*
- *California State law requires 811 to be called prior to all excavation projects.*
- *SLS does not provide land survey, or civil engineering data collection.*
- *Subdynamic DOES NOT make recommendations on repairs, replacements, or alternate plans.*
- *Any vehicles or other obstructions in the scope of work may and can interfere with the technician's ability to properly clear and locate area for utilities and other anomalies that may pass through the scope of work.*
- *Subdynamic cannot be held responsible if utilities are struck or found POST survey if the area was not cleared of any vehicles or obstructions prior.*
- *Clients and or owners of the property will be responsible to remove any debris or materials in the scope of work prior to the utility survey.*
- *Subdynamic does not supply total traffic control.*
- *NOT ALL UTILITIES ARE LOCATABLE, ALL DEPTHS ARE APPROXIMATE.*

TERMS OF CONDITIONS FOR ALL SUBDYNAMIC LOCATING SERVICES:

- *In the event you believe we are liable for damage to property or person for any reason, you agree to promptly notify us to allow a representative from Subdynamic to assess the damages or strike and investigate the worksite. This must occur prior to changes being made and/or corrective action occurring and must allow a Subdynamic representative access to investigate the reported damage or incident on the project site.*
- *If you or your client is unwilling, refusing or fail to provide Subdynamic with an opportunity to assess the claim, investigate the project site, take video and or photograph the site to help determine responsibility you therefore waive the right to assert that Subdynamic Locating is responsible and/or liable for any damages or incidents of any kind.*

PLEASE SIGN AND RETURN

Print name: Kevin Skelly

Signature:  Date: _____



Zach LoBue | Director of Operations
Subdynamic Locating Inc. - www.subdynamic.com
(408) 723-4191 - Office | (916) 220-7250 - Mobile

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/07/2021

From: Nancy Marty

Site(s) or Department: Burlingame High

Number of Quotes: 1

Vendor/Contractor: Noah

Reason for proposal:

Noah Ball Tracking Service for BHS Basketball Program Service Dates: 10.1.2021-9.30.2022

Certificate of Insurance: N/A

Contract Amount: \$1,315.50

Funding Source: 08 Fund - ASB Basketball

Approved by:

Nancy Marty 10/07/2021

Personnel who oversees Site/Department budget

Vanessa Castano 10/08/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 10/08/2021

Director of Budget and Fiscal Services



Pillar Vision, Inc. dba Noah Basketball/Noah Volleyball
26958 US Highway 72 • Athens, AL 35613
1-888-TRY-NOAH • lromine@noahbasketball.com

INVOICE 2980

Bill To:

Burlingame High School
1 Mangini Way
Burlingame, CA 94010

Invoice Date: 10/01/2021**Due Date:** 10/01/2021**Sales Rep:** sales_manager**P.O. Number:****Activation Date:** 10/30/2018

#	Product Name	Memo	Qty.	Rate	Amount
1	Ball Tracking Service Fee High School	Year 4; covers October 2021 through September 2022	12	100.00	1,200.00T
Remit payment to the address above. Call 256-233-3500 to pay with a credit card.			Subtotal		1,200.00
			Tax		115.50
			Total		1,315.50
			Amount Paid		
			BALANCE DUE		\$1,315.50

There are two options to pay your yearly service fee: 1.) in full for the entire year via check or credit card; or 2.) as an automatic monthly payment via recurring credit card charge. Service fees are due and payable on the 1st of the month, every month.

If your account remains unpaid as of the due date, your Noahlytics system is at risk of deactivation until we receive payment for your account.

We appreciate your business!
Please let us know if you have any questions by calling 256-233-3500.

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/07/2021

From: Curriculum

Site(s) or Department: Curriculum

Number of Quotes: 1

Vendor/Contractor: CTE item

Reason for proposal:
CTE purchase

Certificate of Insurance: n/a

Contract Amount: \$750

Funding Source: Perkins Funding

Approved by:

Sonia Gill 10/07/2021 Veronika Espinoza 10/07/2021

Personnel who oversees Site/Department budget

Vanessa Castano 10/08/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 10/08/2021

Director of Budget and Fiscal Services



Site:		Mills			Name of CTE Teacher(s):		Tuttle				
Industry Sector:		Hospitality			Pathway:		Food Service Hospitality				
CTE Course(s) taught this year:		Foods & Nutrition & Culinary Art			Number of Sections:		5				
Total budget allocated by your site to your CTE sections this year:											
									11 Elements of a High-Quality CTE Program	CTE Standards	
Date Submitted	Item Description (please include a link if ordering online)	Company Name and address (if applicable)	Unit Cost	Quantity	Subtotal	Tax if applicable (9.025 %)	Shipping if applicable	Total Requested Cost	Which of the 11 Elements of a High-Quality CTE Program (linked above) will this use of CTE funding help to strengthen in your program? How will it strengthen that element?	Which CTE Standard(s) (linked above) will this funding help your program meet? Explain.	This is a one-time need this year (Put an X if YES)
10/6/21	Food Handler Certification-standard good for 3 years	https://www.efoodhandlers.com/eFoodSchools/	\$5	150	\$750.00				2H. CTE courses are industry certified, have been submitted to meet high school graduation requirements, University of California a-g (UC a-g) credit, or articulated with a community college. 5E. There are industry certification standards and certificates for students who achieve industry recognized skill and knowledge requirements.	10.0 Technical Knowledge and Skills 11.0 Demonstration and Application 6.0 Health and Safety	X

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/08/2021

From: Linda Carlton

Site(s) or Department: San Mateo High

Number of Quotes: 1

Vendor/Contractor: Timberline

Reason for proposal:

To prune x2 trees in the courtyard

Certificate of Insurance: NPC100090802

Contract Amount: \$1,850.00

Funding Source: General Fund - Grounds

Approved by:



10/08/2021

Personnel who oversees Site/Department budget

Vanessa Castano

10/11/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

10/12/2021

Director of Budget and Fiscal Services



TIMBERLINE

TREE SERVICE, INC.

350 Lang Road, Burlingame, CA 94010

(650) 697-2310 • Fax (650) 697-4139 • License #710738

sales@timberlinetreeservice.com

Fully Licensed and Insured for Your Protection

SMHS

Name San Mateo High School Phone 201-2129 Phone _____ Date 10-6-21
Street 506 N. Delaware St. Billing _____
City San Mateo Zip _____ City _____ Zip _____

ESTIMATE

Safety Prune (2) large trees in courtyard to prevent future failures.

Tip back long lateral limbs to reduce end weight.

Thin out trees by removing interior growth to increase air flow.

Haul all debris, leave site clean.

\$1,850.00

Estimated by Justin Willett

CONTRACT

- All contract work must be listed. No verbal agreements are accepted.
- STUMP GRINDINGS will NOT be hauled away unless otherwise specified.
- We are not responsible for underground utilities, pipes, or wires.
- TREE ROOTS will NOT be removed unless otherwise specified above.
- All permits and their associated fees are the responsibility of the property owner.
- We are not responsible for concrete stains caused by tree sap.

An express mechanics lien is hereby acknowledged on the above property for amount of services provided thereto.

Customer: Accepted by K. H. H.



The above is an estimate and does not constitute any agreement to perform work unless accepted by Timberline below.

Timberline: Accepted by _____ Date _____

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/08/2021

From: Linda Carlton

Site(s) or Department: Burlingame High

Number of Quotes: 1 (Sole Source)

Vendor/Contractor: Classic Service

Reason for proposal:
Repair pizza oven

Certificate of Insurance: 46 SBM IF2144

Contract Amount: \$3,049.83

Funding Source: General Fund - Maintenance

Approved by:



10/08/2021

Personnel who oversees Site/Department budget

Vanessa Castano

10/11/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

10/12/2021

Director of Budget and Fiscal Services

**Classic Service Inc.**

P.O. Box 652
San Bruno, CA 94066
650-580-2084
classic4service@gmail.com

Invoice

Date	Invoice #
10/6/2021	21274

Bill To

San Mateo Union School Dist
Denis Vorries
Maintenance and Operation
650 N. Delaware Street
San Mateo, CA. 94401

Student Nutrition
BHS

P.O. No.	Terms	Project
WO#60927	Net 30	

Quantity	Description	Rate	Amount
2	Digital Display Board Assy	672.85	1,345.70T
2	Harness for the Board.	85.25	170.50T
1	Freight-ups next day air	80.00	80.00T
2	Travel	50.00	100.00
8	Service--2 men @ 4hrs each includes Diagnostics	150.00	1,200.00
0828, 1004 and 100621--Burlingame High School--WO# 60927 Lincoln Double Pizza Oven			
100421-----Lincoln Pizza Ovens--Date of Manu 2010. As per request and quote, we removed and replaced the above parts. Tested unit for operation and everything is working correctly. Warranty-90 day on parts and 30 day labor from date of install. Sales Tax			
		9.625%	153.63
Approved for Payment Date <u>10/7/2021</u>			
Total			\$3,049.83

K. H. Co.

CLASSIC provides around-the-clock parts and service for commercial cooking, refrigeration and HVAC equipment. A "one-stopshop" for on-demand fast fix repairs and scheduled preventative maintenance, we set ourselves apart by providing service and parts for all major brands of commercial kitchen equipment.

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/11/2021

From: Luci Tolfa

Site(s) or Department: Aragon High

Number of Quotes: 1

Vendor/Contractor: DJPC Entertainment

Reason for proposal:

DJ and photo booth services for the Aragon Homecoming Dance on November 6, 2021.

Certificate of Insurance: PLE676887-CDJA65412

Contract Amount: \$1,500.00

Funding Source: Fund 08, ASB

Approved by:

Luci Tolfa 10/11/2021

Personnel who oversees Site/Department budget

Vanessa Castano 10/11/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 10/12/2021

Director of Budget and Fiscal Services



DJPC Entertainment

Peter Nyame

CONTRACT

Entertainment Contract

AGREEMENT made by **Aragon High School/Dr. Kevin Skelly (Client)** hereinafter referred to as the Client, and **DJ PC Entertainment** hereinafter referred to as the DJ (**Peter Nyame**). The client wishes to engage DJ to provide music and photo booth services. DJ services shall include providing musical entertainment at the location, date, and time described in Section 1. The services included are creating a playlist, unlimited consultation prior to the event, and music service and photo booth at the event.

1. Event Date & Description.

Venue: Aragon High School

Venue Address: 900 Alameda De Las Pulgas, San Mateo CA, 94402

Event Date: November 6, 2021

Event Time/Hours for DJ Services: 7:00 pm – 10:00 pm (Set up & Breakdown time excluded)

2. Payment. The Parties agree to the following Payment and Payment Terms:

Total Fee for Services: **\$1500**

Non-Refundable Deposit Due Upon Execution of Agreement: **\$0.00**

Balance due before or after Event: **\$1500 (Allow for 3-4 weeks processing time)**

3. DJ Requirements. DJ requires the following space and electrical requirements in order to provide DJ Services.

Space Requirements: **DJ will provide extension cords and table**

4. Cancellation.

By Client. The client may cancel this Agreement at any time prior to the event. Upon cancellation, the Client will be entitled to a refund of any monies paid, except for the non-refundable deposit. If the client cancels as a result of a Covid/Pandemic-related mandate, DJ will refund the full deposit (if any).

By DJ. If DJ cancels, DJ shall refund all monies previously paid by the Client, including the non-refundable deposit.

5. Dispute Resolution and Legal Fees. In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

6. Severability. In the event, any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.


7. Legal and Binding Agreement. This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

8. Governing Law and Jurisdiction. The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the case of this contract, the state is California.

9. Entire Agreement. The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

"CLIENT"

By: Aragon High School Dr. Kevin Skelly 
.....

"DJ"

By: Peter Nyame

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/11/2021

From: Debbie Arobio

Site(s) or Department: Hillsdale High

Number of Quotes: 1

Vendor/Contractor: San Mateo County Event Center

Reason for proposal:

Homecoming Dance to be held at the San Mateo County Event Center. Date of the event is November 6, 2021.

Certificate of Insurance: N/A

Contract Amount: \$8,490.61

Funding Source: Fund 08 - Cheerleading Account

Approved by:

Deborah A. Arobio 10/11/2021

Personnel who oversees Site/Department budget

Vanessa Castano 10/11/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 10/12/2021

Director of Budget and Fiscal Services



Exhibit A: Summary of Fees

Hillsdale Homecoming (10890)

In/Out:
Start-End:

Sat 11/06/2021 07:30 AM / 10:00 PM
Sat 11/06/2021 06:00 PM - 09:00 PM

Hillsdale High School
3115 Del Monte
San Mateo CA 94403

Bookings	Usage	Units		
Central Mall, Fiesta North Lawn, Plaza Stage	11/06/2021 07:30 AM - 10:00 PM			
		<u>Units</u>	<u>Rate</u>	<u>Charges</u>
Event Sales				
Booking Function (1)			Sat 11/06/2021 07:30 AM - 10:00 PM	
No Space Assigned				
Extended Hours Usage Fee - 10-1130pm	1.50 HRS		750.00 / HR	\$1,125.00
Central Mall, Fiesta North Lawn, Plaza Stage - Event Day	1.00 EA		3,500.00 / DAY	3,500.00
			Total For Event Sales:	\$4,625.00
Event Services				
Equipment (2)			Sat 11/06/2021 07:30 AM - 10:00 PM	
No Space Assigned				
Tables - 6' x 30"	3.00 EA		14.00 / EVT	\$42.00
Picnic Tables - 8'	10.00 EA		15.00 / EVT	150.00
Park Benches - 6'	10.00 EA		15.00 / EVT	150.00
Labor (3)			Sat 11/06/2021 07:30 AM - 10:00 PM	
No Space Assigned				
House Labor	18.00 HRS		40.00 / HR	\$720.00
Janitorial 1 hr before and after Public Hours	20.00 HRS		35.00 / HR	700.00
Event Coordinator	8.00 HRS		50.00 / HR	400.00
Post Show Clean Up 3%	1.00 EA		203.61 / EVT	203.61
Outside Services (5)			Sat 11/06/2021 07:30 AM - 10:00 PM	
No Space Assigned				
San Mateo Fire Department Fees*	1.00 EA		0.00 / EVT	\$0.00
*Fire Permit fees are subject to change and are at the discretion of the San Mateo County Fire Department. Submission deadline of 25 business days prior to the event or subject to late fees, due payable directly to SMFD.				
Food Services (7)			Sat 11/06/2021 07:30 AM - 10:00 PM	
No Space Assigned				
Outside Food Buyout	1.00 \$		1,500.00 / EA	\$1,500.00
Outside Food Buyout - Waived	1.00 \$		-1,500.00 / EA	-1,500.00
			Total For Event Services:	\$2,365.61

Exhibit A: Summary of Fees

Hillsdale Homecoming (10890)		In/Out:	Sat 11/06/2021 07:30 AM / 10:00 PM	
		Start-End:	Sat 11/06/2021 06:00 PM - 09:00 PM	
		<u>Units</u>	<u>Rate</u>	<u>Charges</u>
Parking Department				
Parking (6)		Sat 11/06/2021 07:30 AM - 10:00 PM		
No Space Assigned				
Parking Buyout	1.00 \$	1,500.00 / EVT		\$1,500.00
Total Charges:				\$8,490.61
Total Outstanding Charges:				\$8,490.61



Venue Services License Agreement

No. 10890

This Venue Services License Agreement (hereinafter referred to as "Agreement") is made and entered into as of July 24, 2020, by and between the San Mateo County Exposition and Fair Association, dba San Mateo County Event Center. (Hereinafter referred to as "the Operator") and **Hillsdale High School** (hereinafter referred to as "The Licensee"). The Licensee agrees that the terms of this Agreement are based upon the information provided by the Licensee below.

SECTION ONE: DESCRIPTION OF THE EVENT AND DATES

General Description of Event:

School Dance

Event Public Reference Name:

Hillsdale High School Homecoming Dance

Estimated Event Attendance per The Licensee Application: 700

Event Parking: ☐ Public ☒ Licensee Buyout ☐ Public Parking \$15pv

The Association reserves the sole right to set parking fee rates for Events; the amount listed above is the public parking rate when the Agreement is countersigned. Parking rates are subject to change. If the rate changes from the time of Agreement to the Event's date, the Licensee shall be notified no less than 30 days before the Event date by the Operator.

Event Occupied Areas and General Use Space:

Central Mall Fiesta North Lawn Plaza Stage

Event Type:

Private

Event Promoted or Advertised Publicly:

No

The Licensee Event Dates:

November 6, 2021

Move In (MI)

MI: November 6, 2021 10:00am to 7:59pm

Move Out (MO)

EV: November 6, 2021 8:00pm to 11:00pm

Event Day (EV)

MO: November 6, 2021 11:01pm to 11:30pm

Event Details:

Sat Nov 6

Client onsite 10am to 11:30pm

Move in 10am to 7:59pm

Event 8pm to 11pm

Move Out 11:01pm top 11:30pm

Note:

Operator approves Licensee to bring in outside nonalcoholic beverages and food for event at no charge.

SECTION TWO: RECITALS

1. Now, THEREFORE, the Operator hereby permits the Licensee and the Licensee agrees to use allowed areas of the Facilities as hereinafter described ("Authorized Areas.") The term, fees, covenants, and conditions are hereinafter set forth
2. The Licensee desires to use Authorized Areas for the purpose and upon the terms hereinafter provided. The Operator grants to the Licensee permission to use the following described, including corridors for ingress and egress, during the dates and times indicated. The Operator will permit Authorized Areas to be used by the Licensee and its authorized Exhibitors ("Exhibitors") and may be available to other persons ("Invitees) including the lobbies or Common Areas as it deems appropriate. The Authorized Areas shall be used for **Hillsdale High School Homecoming Dance ("Event")** only when conducting a **school dance Event**.

SECTION THREE: FEES, FEE SCHEDULE AND PAYMENT TERMS

1. **Fee Schedule.** The Licensee agrees to the following Fee Schedule:
 - a. **25% of Total Summary of Event Fees:**
Due payable at the Licensee signature of Agreement within 120 days before the move-in date.
 - b. **50% of Total Summary of Events Fees:**
Due payable at The Licensee signature of Agreement within 90 days before the move-in date
 - c. **100% of Total Summary of Events Fees:**
Due payable at The Licensee signature of Agreement within 45 days before the move-in date
 - d. Any signed Agreement not accompanied by the required advance payment will not be accepted or countersigned, and the Operator shall release The Licensee's dates within three business days.
 - e. In the Event the Licensee defaults on the Fee Schedule, the Operator shall hold The Licensee's Event dates as a courtesy only. The Operator reserves the right to release the Licensee's dates with three business days' notice to the Licensee after a three business day hold.
 - f. Summary of Events Fees in Exhibit A of this Agreement is estimated only. Actual Event charges will be invoiced at current the Operator or sub-vendor rates 45-days before move-in based on the Licensee's final order.
2. **Revision of Summary of Events Fees.** The Operator may revise said Summary of Events Fees. The Operator shall require The Licensee to deposit the total amount of the original estimate and any increases within 72 hours of delivery of notice.
3. **Extended Hours Usage Fee.** Any use by The Licensee or The Licensee's Invitees of the Authorized Areas outside of the standard 7:30 am to 10:00 pm operations will incur an Extended Hours Usage Fee of \$750.00 per hour. Use of the Authorized Areas outside of The Operator's standard hours must be approved in advance and writing by The Operator. Additional staffing or security charges will apply in addition to the Extended Hours Usage Fee. Any extended hours usage requested by The Licensee after Move-In or Day-Of Event will incur an Extended Hours Usage Fee of \$1,500.00 per hour.
 - a. San Mateo Event Center Staff will lock and/or unlock the buildings for authorized personnel at the designated time(s). A representative of the Event must be present and onsite during all hours of the Event and while contracted personnel is onsite in the facilities. Event Staff or Vendors not ready to close down or move out at the designated time will be subject to being charged accordingly for the extra time at the established rates.



Venue Services License Agreement

No. 10890

4. **Post-Event Reserve.** The Licensee agrees to pay a mandatory Post-Event Reserve for post-Event cleanup, unanticipated Event needs, and/or potential damages. The Post-Event Reserve will be billed at the Operator's current labor rate of 3% of venue and venue-related services and is itemized in your Summary of Events Fees.
5. **Post Planning Equipment Fee.** Any equipment orders placed on or after the Licensee's move-in date shall be billed at the Operator's Premium Equipment Rate, a 25% increase to the Operator's list pricing. Requests for additional equipment and services must be authorized in writing by way of signature or electronic mail and paid immediately by the Licensee or an authorized representative.
6. **Mode of Payment.** The Licensee agrees to pay the Operator by check (payable to the San Mateo County Event Center) cash, money order or credit card. The form of payment is at the sole discretion of the Operator.
7. **Payment of Invoice.** The Licensee shall pay the balance of all Venue and related Estimated Fees, including but not limited to Equipment, Janitorial and Labor, Food and Beverage Fees, and, prepaid parking if applicable no later than 30 days prior to Event. Additional fees and charges incurred should be paid prior to services rendered. In the Event any excess fees are not paid prior to or during the Event, all remaining fees are due within 10 (Ten) days of receipt of invoice. If The Licensee fails to pay any amounts when due under this Agreement, The Licensee shall pay The Operator a late charge of 1.5% per month on the unpaid balance.
8. **Liquidated Damages.** If the Licensee cancels any Event covered by this Agreement, The Licensee agrees to pay the Operator the following amounts as liquidated damages, and the parties agree that such amounts constitute reasonable provision for liquidated damages. Liquidated damages shall include Summary of Events Fees, anticipated Food and Beverage, and parking revenues, based upon the graduated scale shown below, whether or not any monies have actually been paid to or received by the Operator.
 - a. Schedule of Liquidated Damages
 - b. Cancellation Time Frame
 - i. Less than six (6) months up to and including the Event dates

Percentage
100%

SECTION FOUR: USE OF FACILITIES

1. **Electrical.** Edlen Electrical Exhibition Services is the Operator's exclusive electrical provider. The Operator requires the Licensee to contract with Edlen to distribute power. The use of wall outlets is strictly prohibited unless provided through a contractual written Agreement. Electrical equipment may only be serviced by electrical lines designated by the Operator as having sufficient capacity. Any electrical equipment, such as microphones, speakers, amplifiers, projectors, extension cords, etc. must be located in contracted areas. _____ The Licensee Initials
2. **Labor Partners.** The Licensee acknowledges that it has reviewed the preference statement of the Operator to encourage collaboration with our union partners. _____ The Licensee Initials.
3. **The Licensee's Onsite Presence.** The Operator's staff will lock and/or unlock Authorized Areas for The Licensee's authorized personnel at the designated time(S). The Licensee or authorized representative (not a third-party vendor) of The Licensee must be onsite during all hours of the Event and while contracted personnel is onsite in the Authorized Areas.
4. **Floor Plans.** No later than forty-five (45) days before the first contracted move-in day, The Licensee shall provide the Operator, for the Operator's approval, all information required by the Operator concerning the Event, including but not limited to the full and complete floor plan for the Event, room or hall set-ups, staging, and, if requested, a description of all electrical, communications systems, and plumbing work. In no Event will the Operator be responsible for any injury, harm, or damage arising from the late delivery of any such information. If the Licensee fails to provide this information as required, it shall pay the cost of the Operator's additional labor and any other fees arising from such a delay. The Operator shall be the sole judge of what additional labor or fees are required as a result of the delay.

5. **Parking.** The Operator grants The Licensee permission to use the Authorized Areas, including corridors for ingress and egress, during the dates and times indicated in Section One: Description of the Event and Dates. The Operator reserves the right to control all Common Areas ("Common Areas" are defined as any public area on the property, including exterior and interior areas). The Operator will permit The Licensee to use Common Areas as The Operator deems appropriate for parking. The Operator, in its sole discretion, shall determine where The Licensee, Exhibitors, and/or the Licensees shall park.

The Operator does not guarantee that courtesy parking will be provided to the Licensee.

The Licensee, employees, vendors, and the Operators of the Licensee will be accommodated for parking during the move-in and move-out times of the Event. The Operator and The Licensee will work on a specific parking credential plan for the Event to determine credential needs. The Association reserves the sole right to set parking fee rates for Events; the amount listed above is the public parking rate at the time the Agreement is countersigned. Parking rates are subject to change. If the rate changes from the time of Agreement to the date of the Event, The Licensee shall be notified no less than 30 days before the Event date by The Operator.

- a. The Licensee shall communicate available parking in specified Authorized Areas, with full regard for public safety and in conformity with The Operator's Fire and Safety Regulations.
 - b. The Licensee shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") occurring at, in or outside the Facility suffered by the Operator, the owner of the Facility, and/or persons and/or property at, in or outside of the Facility, arising out of The Licensee's use of the Authorized Areas or The Licensee's breach of this Agreement unless caused by the sole negligence or willful misconduct of the Operator.
 - c. In permitting The Licensee use of Common Areas for parking, the Operator does not relinquish and does hereby retain the right to enforce all rules for the management and operation of such space. Representatives of the Operator may enter the Authorized Areas at any time, on any occasion without any restrictions whatsoever. All Facilities shall at all times be subject to the Operator's right to control.
 - d. **Parking Buyout.** A parking buyout, if negotiated with the Operator does not entitle The Licensee to the rental of all parking lots in Common Areas, but only to sufficient parking for The Licensee, Exhibitors, and/or Invitees. The Operator shall retain the right to determine where The Licensee, Exhibitors, and/or Invitees will park pursuant to a parking buyout.
6. **Deliveries.** Deliveries will be accepted by the Operator only during the Licensee's contracted rental period. All deliveries to be sent to the Event Center must be marked clearly with the vendor contact, company name, name of Event and building. Any freight/packages left for pick up and shipment after the Event ends must be arranged in advance. All Bills of Lading must be filled out properly. The Operator will not be responsible for anything left in unattended buildings.
7. **The Licensee's Business Conduct.** The Licensee shall conduct business in the Authorized Areas in a dignified and orderly manner with full regard for public safety and in conformity with all applicable law, ordinances, rules or regulations. The Licensee shall not use the Facilities or permit them to be used by employees, agents, Exhibitors or Invitees:
- a. In conflict with any applicable law, ordinance, rule or regulation of any governmental authority;
 - b. In any manner which could violate the insurance or increase the rate of insurance on the Facilities;
 - c. In any manner which constitutes any waste or nuisance;
 - d. In any manner which causes damage to the Facilities; or
 - e. In violation of the Operator's Rules and Regulations.

Any violation of the foregoing shall subject the Licensee or its employees, agents, Exhibitors, or Invitees to immediate revocation of the right to use the Operator's facilities.

8. **Use of Tents.** The Operator's Management must approve all tent locations before any tents are erected. If the Licensee desires to utilize a tent, an additional deposit may be required to cover the cost of restoring the tent area to the condition when the occupation began. The Operator will contract for any necessary repairs and invoice The Licensee. All tents or group of tents that are 400 square feet or larger must be permitted in advance by the San Mateo Fire Department. All tents are required to have fire extinguishers inside. Tent stakes are not permitted. All tents must be secured using weights. Tents or canopies are prohibited in any building.
9. **Sound.** Any use of sound equipment will be subject to local ordinances for noise. Outdoor sound systems must not exceed d.b. of 60 taken from two gate locations to be determined by The Operator. After the first warning by the Operator that noise levels have exceeded sound limits, The Licensee is subject to a minimum fine of \$500.00 per warning thereafter. If the Licensee continues to ignore warnings of the Operator, it could result in immediate termination of the Event. Amplified sound must end at 10:00 p.m. on grounds and midnight in buildings.
10. **Signage.** Signage may be put up on the day (s) of the Event only at locations approved by the Operator. Any sign/banner must be removed immediately following the Event or The Licensee will be subject to a \$50.00 fee. Any sign/banner hung, placed or removed by Event Center personnel will be charged at the applicable rate for labor and/or equipment.
 - a. The City of San Mateo does not allow signs to be placed on any street, including placement on existing signs, trees, medians, or curbs. Any the Licensee placing signs on City property could be subject to a substantial fine by the City.
11. **Vehicles, Motorized Bikes and Golf Carts.** Vehicles are prohibited from parking in fire lanes and driving on walkways not designated for vehicular traffic. All roadways must remain open at all times. Vehicles are not allowed inside the building during load in or load out. Motor-driven vehicles (i.e. mopeds, ATV's, etc.) or bicycles are not permitted on the Event Center. Golf carts are permitted to be driven only between the facilities rented and the Administration Office and only by insured and licensed drivers.
12. **Environmental Conservation and Hazardous Materials.** All hazardous materials with potential for explosion, fire or accident are expressly prohibited at the Event Center. The Operator makes every effort to minimize our impact on the environment. You will find recycle containers throughout the property; please encourage your guests to use them. In addition to our recycling program we conserve whenever possible on energy use. Air conditioning and/or heat are only turned on after rollup doors are closed and on Event days only. Please assist us in making sure your Event is as green as possible.
13. **Not Permitted.** Any outside food, alcoholic and non-alcoholic beverages (unless specifically approved in advance and in writing by the Operator), bottles and/or cans, dogs, bicycles, skateboards, roller blades, scooters, knives, firearms and/or weapons of any kind are prohibited. Dogs are only allowed if they are "Assistance Dogs" or participants in an organized, sanctioned dog Event.
14. **Sale of Exhibit Space.** The Licensee acknowledges that it bears the sole risk of loss if it sells exhibit space before performing all of its obligations under this Agreement, including but not limited to payment of all fees due under this Agreement, obtaining the Operator's approval of floor plans, or supplying certificates or policies of insurance.
15. **Advertising.** Advertising is permitted in the common areas of the San Mateo County Event Center, provided that The Licensee submits a floor plan identifying all advertising locations, and the Operator approves all such advertising in advance in writing. The Licensee shall refer to the facilities as "The San Mateo County Event Center" in all advertising. The Licensee hereby grants the Operator permission to display The Licensee's logo, trademarks,

and company name on the Operator's websites, in the press, in print collateral, and other public releases or filings. Further, by displaying the Operator's venue by name, address, or logo reference, The Licensee grants rights to the Operator for all intellectual property displayed in connection with the Licensee's Event.

16. **Licensee's Sole Liability.** The Licensee shall be solely liable for any and all losses, liabilities, claims, damages, and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") occurring at, in or outside the Facility suffered by the Operator, the owner of the facility, and/or persons and/or property at, in or outside of the facility before, during, or after the Event, arising out of or related to any and all rigging from or to the physical structure of the facility or any fixture thereto, and all other set-up, alterations, and/or improvements at or to the facility incident to any of the Licensee's requirements, unless such loss is caused by the sole negligence or willful misconduct of the Operator.
17. **Other Services.** Provision of equipment is limited to available inventory. If the Licensee's inventory requirements exceed the Operator's existing inventory, the Licensee is responsible for the rental costs of additional equipment. The Licensee must use and pay for the Operator-provided medical personnel, first aid personnel, and trash removal. The Operator may provide other services at the facilities on an exclusive basis. Those services include but are not limited to food and beverage, janitorial, facility maintenance, and internet access. The number of janitorial or restroom attendants required will depend on the size of the Event and number of restrooms opened and will be at the discretion of the Operator. Only the Operator-provided order forms, rate schedules, and operating procedures may be utilized for the Operator-provided services. If the Operator does not provide a type of service on an exclusive basis, the Licensee may use other suppliers approved by the Operator. The Operator must approve all services used at or supplied to the facilities in advance and in writing.
18. **Safety and Security.** The Operator reserves the right to determine required security and first-aid levels based upon the Event's nature and anticipated attendance. Should the Licensee need or be needed for the Operator to provide security guards or first-aid services for their Event, the Licensee must use the Operator's approved security and first-aid companies; unless specifically authorized in writing by the Operator to directly contract and use another California Licensed security or first-aid service. The assigned Event Coordinator shall order and schedule security and first-aid for the Event no later than 30 days before move-in.

The Licensee shall be responsible for paying for security and first aid services to conduct their Event. This includes but is not limited to providing security personnel to monitor Authorized Areas, control entrances/exits to Authorized Areas, and secure The Licensee's and its Exhibitors' property from the time of initial occupancy until completion of move-out. Areas to be secured include exhibit halls, meeting rooms, lobbies, and loading dock areas.

- a. The Licensee or any security firm the Licensee retains must report all incidents immediately to the Operator. The Licensee's security firm must have an onsite supervisor to take reports on all incidents that occur in areas under the care, custody, and control of the Licensee. Copies of all incident reports must be submitted to the Operator within twenty-four (24) hours of each and any reported incident.
19. **Insurance Requirements.** The Operator will determine the required insurance levels based upon the nature of the Event and anticipated attendance. Insurance amounts listed below are minimum requirements, and The Licensee may be required to increase policy amounts as determined by The Operator. The Licensee shall, at its own expense, secure and maintain the insurance list below through the term of this Agreement, including move-in and move-out days. All such insurance shall be primary of any other valid and collectible insurance of The Licensee and/or The Operator and shall be written on an occurrence basis. Claims-made policies are not acceptable and do not constitute compliance with The Licensee's obligations under this paragraph. Copies of additional insured's endorsements, primary coverage endorsements, and if requested, complete copies of policies, satisfactory to The Operator, shall be furnished to The Operator forty-five (45) days before move-in. Certified copies of the certificates of insurance or policies shall provide that they may not be canceled without 30 days advance written notice to The Operator.
- a. Worker's Compensation Insurance or Signed Waiver if not applicable;

- b. Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage's for personal injury, contractual, and operation of mobile equipment, products, liquor, and liability (if applicable)
- c. Commercial General Liability Insurance policy shall name as additional insureds: "The State of California, the California Fair Services Authority, County of San Mateo, San Mateo County Exposition and Fair Association, their agents, officers, directors, servants & employees are made additional insureds, but only insofar as the operations under this contract are concerned."

SECTION FIVE: FOOD AND BEVERAGE

1. **Food and Beverage Exclusivity.** The Operator reserves the exclusive privilege for all food, beverages, and alcohol sales on the San Mateo County Event Center property. This includes catering, concessions, and alternative set-ups. No outside food or beverage is permitted onto the property without advance written consent by the Operator. The Operator reserves the exclusive privilege to specify areas and outlets for food and beverage distribution, hours and operation of service, and menu offerings made available to your Event or the general public. The Operator may provide food and beverage items as the Operator deems appropriate either directly or through independent contractors. The Operator may utilize any space within the Facilities for this purpose. No remaining food or beverage supplied by the Operator shall be removed from the Facilities. After the Event, such food and beverage become the property of the Operator.
2. **Food and Beverage Fees.**
 - a. 20% Catering Service Fee. In addition to CA Sales and Use Tax, all catering provided by the Operator will incur a 20% Catering Service Fee as a standardized inclusion.
 - b. Late Fees.
 - i. Any requests for changes to food, beverage, and foodservice labor received less than 20 business days before move-in are subject to a ten percent (10%) late fee and product availability.
 - ii. Changes to set-up or food and beverage menus made within 48 hours of the Event are subject to change fees of \$ 100.00 per hour. If service is delayed or preempted more than 30 minutes pre or post the pre-arranged time, the Licensee will be charged a late fee of \$ 100.00 per hour.
3. **Responsible Consumption.** San Mateo County Event Center encourages responsible alcohol consumption. All Events shall comply with California Alcohol and Beverage Control regulations and the Operators policies. The Operator shall retain the exclusive right for all beverage service. The following policies shall be implemented for all Events: Private Events: Alcohol Service is encouraged not to be served during the last 45 minutes of the Event. The Operator shall suspend alcohol service no less than 30 minutes before the scheduled end of the Event. The Operator may adjust the suspension of service if it deems Event will end earlier, or if the Operator determines it is in the best interest of safety to stop alcohol service. The Operator recommends this time be used to serve water, coffee, and other nonalcoholic beverages.
4. **Minimum Guarantee.** The minimum value in food and beverage must be retailed in concessions sales during your Event (see "Minimum Guarantee" in Exhibit A: Summary of Events Fees). This guaranteed amount is separate from and in addition to venue rental, no-host bar, service charges, tax and labor charges, audio-visual, parking, or other Event fees. Should the Operator concessions sales not meet the Minimum Guarantee, The Licensee is required to pay the full Minimum Guarantee to the Operator.
 - a. In addition to the Minimum Guarantee, The Licensee may be required to pay service charges, per person, for food and beverage labor exceeding standard staffing levels. Such charges will be billed to the final invoice and are due payable in conjunction with all billing from SMCEC on the final invoice
5. **Food & Beverage Amendment.** Food and Beverage detail specific to this Agreement will be outlined in a Food & Beverage Amendment ("Amendment"). The Licensee acknowledges that the Amendment is not a final invoice and

that dollar amounts represented therein may be subject to revision. Estimates and quotes are subject to a variable increase to meet unexpected changes in the cost of food, beverages, and operation costs that may occur before the date of the specified Event. No later than 48 hours after receipt of the Amendment, the Licensee agrees to review the Amendment for accuracy and request any revisions, including but not limited to quantities, menu items, time of service, linen modification, and labor. The value for food service, concessions, or catering represented in Exhibit A: Summary of Events Fees portion of this Agreement may be amended in and subject to revision after the original Agreement's endorsement.

6. **Final Invoice.** The Licensee understands that the final invoice may reflect different amounts and quantities than which is noted in the Amendment due to last-minute modifications to foodservice in any capacity. The Licensee agrees that the final invoice will prevail. All billable changes will be supported by approval documentation, hard copy, electronic mail, or electronic signature.
7. **Cancellation.** If the Event is canceled for any reason within seven (7) days of the Event date, the Operator will NOT issue any refunds related to fees associated with food and beverage.
8. **Final Guarantee.** In preparation for Event, the Operator requires that the Licensee provide the assigned Event Manager with a confirmation of the number of attendees ("Final Guarantee") for each meal function no later than thirty (30) business days before Event. The Final Guarantee will be used for staffing and food purchasing coordination. The Final Guarantee may not be reduced but may be augmented up to twenty-five (25) business days before the Event. If the Operator does not receive a Final Guarantee by the time frame stated above, either The Licensee's previous expected attendance shall be used as the Final Guarantee, or actual number served, whichever is greater? The Operator will prepare for five percent (5%) over the Final Guarantee. Although the Operator will make an effort to provide the agreed-upon menu, circumstances may require that the Operator serve a comparable selection when the Final Guarantee is exceeded. If the Licensee exceeds 5% over the Final Guarantee anytime, a 20% surcharge will be added to the additional food, beverage, or operation costs.
9. **Minimum Dining Headcount.** Catered Events at San Mateo County Event Center require a minimum dining headcount of thirty (30) people, with a per person rate of no less than \$20.00 per person ++. Catered Events with less than the required minimum dining headcount will be charged a per person surcharge up to the minimum required. The surcharge will be one half the price of the per person rate. The minimum food purchase for evening Events is \$40.00 per person.
10. **Service Charge and California Sales Tax.** All menu prices are subject to a Service Charge and California Sales Tax, according to California Regulation 1603F.
11. **Water.** As part of the Operator's sustainability efforts, the Operator offers decorative dispensers of natural, non-filtered water at Events. Bottled water options are also available upon request for an additional fee.
12. **Operator Catering Buyout Guidelines.** Should the Licensee opt for food and beverage to be provided by an outside caterer and the Operator agrees to this exemption, The Licensee shall pay the Operator 20% of catering receipts. The 20% of catering receipts shall be determined by calculating all food and beverage costs, excluding outside caterer service and labor charges and taxes. The external catering buyout amount listed on Exhibit A: Summary of Events Fees shall act as a placeholder ("Placeholder Amount") until the Operator receives the final invoice from an outside catering company. The Licensee must submit a final invoice from outside catering company no later than 30 days before the Event day. If the Licensee and the Operator execute Agreement less than 30 days before Event, the Licensee shall submit a final invoice from outside catering company no later than 14 days before Event day. Should the Licensee fail to provide a final invoice from outside caterer by the required deadline, the placeholder amount shall be billed immediately to the Licensee. All fees owed to the Operator must be processed in full, a minimum of thirty (30) business days prior to the Event.
 - a. The Licensee agrees to pay a \$300 processing fee for a one-time temporary environmental health catering permit (per permit) specific to San Mateo County if the Licensee utilizes the Operator to facilitate the

filing of permit required paperwork. The Operator does not guarantee a permit, which is governed for the San Mateo County Environmental Health Agency, and processing fees collected to serve as administrative only.

- b. The Operator reserves the exclusive privilege for all alcohol sales on the Operator's property without exception.
- c. The outside caterer must submit a valid Certificate of Insurance (COI) as follows: Public Liability and Property Damage in the amount of one million dollars (\$1,000,000.00), covering move-in until move-out and including the following language: "The State of California; The San Mateo County Exposition and Fair Association; San Mateo County; entities (public or non-profit) operating as California designated agricultural fairs; their agents, directors, officers, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
- d. All outside catering and 3rd party food service providers must comply with the Operator's Food Service Waste Provisions, provided upon an executed Agreement of catering exemption.

13. **Operator Vendor Equipment Guidelines.** Any fees for equipment rentals from an outside vendor partnered with the Operator, including but not limited to beer trailers, jockey boxes, and CO2 canister rentals, in Exhibit A: Summary of Events Fees pertain only to the rental and subsequent return of said equipment in an acceptable condition. The Licensee shall be solely liable for all losses, liabilities, claims, damages, and expenses arising out of the Licensee's use of said equipment unless caused by the Operator's sole negligence or willful misconduct.

SECTION SIX: LEGAL PROVISIONS

- 1. **Indemnification.** The Licensee agrees to indemnify, hold harmless and defend the State of California, San Mateo County Exposition and Fair Association, San Mateo County, their agents, officers, directors, servants & employees ("Indemnities") from any, and against all liabilities, damages, actions, costs, losses, claims, and expenses (including attorney's fees) on account of personal injury, death, damage to or, loss of property or profits arising out of, or resulting, in whole, or part, from any act, omission, negligence, fault or violation of law or ordinance of the Licensee or its employees, agents, subcontractors, Exhibitor's, or Invitees or any other person entering the facilities with the implied or express permission of the Licensee. Such Indemnification by the Licensee shall apply unless such damage or injury results from the sole negligence, gross negligence, or willful misconduct of the Operator, its employees, or subcontractors.
- 2. **Force Majeure.** The Operator may terminate its obligations under this Agreement if its performance of such obligations is delayed, prevented or rendered impracticable by any of the following Events to the extent such Event is beyond the reasonable control of such party: Fire, flood, riot, earthquake, civil commotion, acts of terrorism and threats of violence, disease, pandemic and epidemics, insurrection, acts of God including earthquakes and hurricanes, labor disputes, strikes, war, curtailment of transportation services affecting more than 50% of the attendees, supplies or utilities, any law, ordinance, rule or regulation, or any similar occurrence, so long as any such Event does not result, in whole or in part, from any act or omission of such party or its employees, agents or subcontractors. Loss of power and HVAC for any length of time shall not release the Licensee to obligations of License Agreement.
- 3. **Hold Harmless Agreements.** The Licensee agrees to indemnify, hold harmless and defend the State of California, San Mateo County Exposition and Fair Association, San Mateo County, their agents, officers, directors, servants & employees are made additional insured's, ("Indemnities") from and against all liabilities, damages actions, costs, losses, claims, and expenses (including attorney's fees) on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole, or part, from any act, omission, negligence, fault or violation of law or ordinance of the Licensee or its employees, agents, subcontractors, Exhibitors, or Invitees or any other person entering the facilities with the implied or express permission of the Licensee. Such Indemnification

Venue Services License Agreement

No. 10890

by The Licensee shall apply unless such damage or injury results from the sole negligence, gross negligence, or willful misconduct of the Operator, its employees, or subcontractors.

4. **Hold Harmless Agreements Pertaining to Compliance with Americans with Disabilities Act.** Notwithstanding any other provision of this License Agreement, the City and County of San Mateo, primarily, and the Operator and its successors and assigns ("Manager"), secondarily agree to indemnify and hold harmless the Licensee from all liability, claims, fines, penalties and reasonable attorneys' fees arising from any alleged failure of the physical structure, permanent improvements or permanent building access of the San Mateo County Event Center or any temporary modification(s) to the physical structure or permanent building access, which may be necessary due to renovation, construction or repair of the San Mateo County Event Center, to comply with the requirements of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable federal, state and local laws and regulations intended to provide equal access for persons with disabilities ("Disabilities Laws"), subject to the limitations below.

Neither the County of San Mateo nor Manager will indemnify or hold harmless any The Licensee against, and the Licensee shall be solely responsible for, any liability, claim, fine, penalty or attorneys' fees arising from any failure by [the Licensee] to comply with any requirement of the Disabilities Laws relating to the non-permanent accessibility requirements of the Act, including but not limited to seating arrangement, auxiliary aids, set-up or organization by any exhibitor, decorator, agent or other representative of [the Licensee] of any meeting room, display, exhibit, presentation or concession or for any liability, claim, fine, penalty or attorneys' fees other than those arising solely from any failure of the physical structures, permanent facilities or permanent building access of the San Mateo County Event Center to comply with the Disabilities Laws; except that The Licensee shall not be responsible for auxiliary facilities provided at The Licensee's request which the County of San Mateo, through its Manager, has agreed in writing to provide for use in the San Mateo County Event Center to comply with Disabilities Laws.

The Licensee agrees that it will use reasonable efforts promptly to determine the needs and requirements of disabled persons who may be attending the Event per the rules and regulations promulgated by Manager, inform the Manager of the results of its efforts and the accessibility services the Licensee will provide to accommodate such disabled attendee(s) in compliance with the requirements of the Disabilities Laws.

5. **Disabilities Laws.** The Licensee agrees that it will use reasonable efforts promptly to determine the needs and requirements of disabled persons who may be attending the Event per the rules and regulations promulgated by the Operator, inform the Event Coordinator of the results of its efforts and of the accessibility services the Licensee will provide to accommodate such disabled attendee(s) in compliance with the requirements of the Disabilities Laws.
6. **Waiver of Subrogation.** The Licensee hereby waives any and every claim which arises or may arise in favor and against the Operator, the State of California, San Mateo County Exposition and Fair Association, San Mateo County, their agents, officers, directors, servants & employees during the term of this Agreement or any extension or renewal thereof for all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this Agreement concerning any loss or damage to property of the Licensee.
7. **Waiver of Claims.** The Licensee assumes full responsibility to safeguard display booths, advertising material, goods held for display or sale, and all other property owned or used by the Licensee or any of its Exhibitors or Invitees. The Licensee also agrees that neither the Operator nor any of the Indemnities described in Section Six, Paragraph 1 is responsible for any charges, liability or expense caused by the malfunction of non-operation of any part of the facilities or any equipment located at the facilities unless resulting from the Operator's negligence or willful misconduct. The Licensee hereby waives any claims against the Operator and the persons and Indemnities described in Section Six for damage to or loss of property enumerated above, and for damage, liability or loss caused by the malfunction or non-operation of any part of the Facilities or any equipment located at the facilities unless such damage or loss results from the negligence or willful misconduct of the Operator, its employees or subcontractors.

8. **Repair and Return of Facilities.** The Licensee shall pay all costs to return the facilities to the Operator in the same condition as received, as well as any fees to repair or replace property at the facilities damaged or lost during the term of this Agreement, normal wear and tear expected or unless the facilities or property at the facilities are damaged or lost as a result of the sole negligence, gross negligence or willful misconduct of the Operator, its employees or subcontractors.
9. **Taxes and Fees.** The Licensee agrees to pay promptly all sales, use, excise and any other taxes and any license fees which are required to be paid by The Licensee to any governmental or accepted licensing authority; and at the Operator's request, shall provide evidence of such payment to the Operator. The Licensee and any successor or assignee and the Operator recognize and understand that this Agreement may create a possessory interest subject to property taxation, and that the Licensee and any successor or assignee may be subject to the payment of property taxes levied on such interest.
10. **Non-Discrimination.** The Licensee agrees not to discriminate against any employee or any applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public. In such Event, such party shall not be liable for delay or failure to perform its obligations except that there shall be a prorated reduction in the consideration which would otherwise be payable or otherwise due under this Agreement.
11. **The Operator's Right of Entry.** In permitting the use of the space hereinbefore mentioned, the Operator does not relinquish and does hereby retain the right to enforce all rules for the management and operation of such space. Representatives of the Operator may enter the authorized areas at any time, on any occasion without any restrictions whatsoever. All Facilities shall at all times be subject to the Operator's right to control.
12. **Operator's Right of Cancellation, Relocation or Rebooking.** The Operator retains the sole right to cancel, relocate and/or rebook this Agreement without penalty or liability to the Operator. Cancellation, relocation and or rebooking does not provide release of The Licensee's liability for payment to the Operator. The Operator will in good faith explore all possible options to lessen the financial impact to The Licensee with the exception, that the Licensee acknowledges by signing this Agreement that they are knowingly booking an Event during a Pandemic, therefore in the circumstance the Event must be cancelled by the Operator due to COVID-19 Health Directives or other Emergency governmental mandates, The Licensee is solely responsible to pay the Operator in full for the financial terms identified in this Agreement.
 - a. The San Mateo County Event Center (or San Mateo Exposition and Fair Association) follows and adheres to all active Emergency Proclamations and Executive Orders signed by Governor Newsom.
 - b. The San Mateo County Event Center (or San Mateo Exposition and Fair Association) follows all directives and guidance issued by the California Department of Public Health and local health authorities regarding COVID-19 as applicable to gatherings and events.
13. **Non-Exclusive Use.** The Operator shall have the right to use or permit the use of any portion of the Facilities not granted to The Licensee under this Agreement to any person, firm, or entity regardless of the nature of the use of such other space. This right shall be subject to the Operator's prudent business judgment.
14. **Abandonment or Vacation of Facilities.** If any part of the Facilities covered by this Agreement becomes vacant or is not used by The Licensee, the Operator may offer such space to others. In that Event, all income from the relicensed space shall belong to the Operator.
15. **Liens.** To secure The Licensee's obligations hereunder, The Licensee hereby grants the Operator a first lien against property of The Licensee in the Facilities and all accounts receivable. The Operator shall have the right to impound

The Licensee's property at the Facilities. Should such unpaid charges remain unpaid for a period of 30 days after invoicing, the Operator shall have the right to sell such impounded property at public auction and to apply the cash proceeds from the auction to the retirement of such unpaid charges.

16. **Default.** If The Licensee defaults in the performance of any of the terms or conditions of this Agreement or any other Agreement between The Licensee and the Operator, including payment of fees and maintenance of required insurance in strict accordance with this Agreement, then the Operator, at its option, may immediately terminate this Agreement by written notice to The Licensee, whether or not The Licensee had previously entered into contracts, including contracts for exhibit space, whereupon The Licensee's rights and privileges under this Agreement shall immediately terminate. The Operator may also terminate any other contracts with The Licensee. In addition, The Licensee shall be liable for all damages caused by such default, including liquidated damages.
17. **Suit to Enforce.** If either party institutes suit or another proceeding against the other party for the fees provided herein or otherwise to enforce or seek damages with respect to a default under this Agreement, the prevailing party shall be entitled to recover all damages provided by law or under this Agreement and, in addition, all costs and reasonable attorney' fees.
18. **Cumulative Remedies.** All rights, powers, and privileges conferred hereunder upon the Operator shall be cumulative and shall not be restricted to those given by law.
19. **Assignment.** The Licensee may not assign this Agreement or any interest therein or permit the use of the Authorized Areas or any part thereof without the written consent of the Operator. Any attempted assignment without the prior written consent of the Operator shall be null and void.
20. **Notices.** Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing and delivered personally, or sent by registered or certified mail as follows:
 - a. To the Operator: In care of the Operator's Office at the Facilities
Attn: Chief Executive Officer
2495 S Delaware Street, San Mateo, CA 94403
 - b. To the Licensee: At the office designated in the Application for The Licensee or during the term of this Agreement to the Authorized Areas.
 - c. Mailed notice shall be deemed to have been given upon the deposit of same in any United States mail post office box, with prepaid postage, addressed as set forth above. The addresses for the purpose of this paragraph may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until written notice is received, the last address stated herein shall deem to continue in effect for all purposes hereunder.
21. **Laws, Rules and Regulations.** The Licensee shall conduct their Event in accordance and in compliance with all, Local, State, and Federal laws. Further the Licensee agrees to follow the Operator's Guidelines and the Operator's Emergency Management Plan, hereby incorporated into this Agreement by reference. The Operator reserves the right to change such rules and regulations in writing from time to time and will provide The Licensee with such changed rules and regulations which shall be binding upon The Licensee.
22. **Courtesy Cards.** The Operator issues a limited amount courtesy card permits annually, providing the card bearer and guest free admittance to the Event Center parking lots and Events on a year-round basis. The Licensee shall honor any courtesy credential issued by the Operator.
23. **No Smoking Policy.** Pursuant to Article 2, Section 4981 of the San Mateo County Ordinance Code Regarding Smoking Pollution Control, smoking is prohibited inside within 20 feet of all county buildings. This ordinance includes all buildings at the Event Center.



Venue Services License Agreement


No. 10890

APPROVAL OF CONTRACT: Agreement No. 10890

This document contains a complete and exclusive Agreement between the parties, and it is intended to be a final expression of their Agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full Agreement and the provisions thereof and the counsel of its own advisors, and the warranties, representation, and covenants expressly contained in the Agreement itself. No modification or amendment of this Agreement shall be in force or effect unless in writing executed by all parties hereto. This Agreement is not binding upon the Operator until signed on behalf of the Operator. It will be effective on the date that it is executed by the Operator. The Operator will present this Venue Service Agreement to the Licensee by way of electronic signature option which must be further endorsed by an authorized signatory and returned within ten (10) business days of the electronic delivery stamp. If this Venue Services Agreement is not received by the Operator within the stated period, this document and represented holds will officially expire and not be valid, and any holds of venue space and Event date bookings will be released.

The Licensee Company Name: Hillsdale High School
Company Contact: Jennifer Ryan
Address: 3115 Del Monte San Mateo CA 94403
Phone: (650) 558-2699
Email: mrsjenryan@aol.com

The Licensee Authorized Signatory

Signature: 
Printed Name: Kevin Skelly
Title: Superintendent
Date: 10-8-2021

SMCEC the Operator Authorized Signatory

Signature: _____
Printed Name: _____
Title: _____
Date: _____

SMCEC Sales Contact: SALES@SMCEC.CO

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/08/2021

From: Luci Tolfa

Site(s) or Department: Aragon High

Number of Quotes: 1

Vendor/Contractor: Mister Softee NorCal

Reason for proposal:

Ice cream service for the Aragon Homecoming Dance on November 6, 2021.

Certificate of Insurance: 97-C3-R479-2

Contract Amount: \$1,309.00

Funding Source: Fund 08, ASB

Approved by:

Luci Tolfa 10/08/2021

Personnel who oversees Site/Department budget

Vanessa Castano 10/11/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 10/12/2021

Director of Budget and Fiscal Services



Mister Softee NorCal

3400 Yale Way | Fremont, California 94538
8885876383 | info@mistersofteenorcal.com | www.mistersofteenorcal.com

K. H. Co.

RECIPIENT:

Aragon High School
900 Alameda De Las Pulgas
San Mateo, CA 94402

Quote #1312

Sent on

Oct 07, 2021

Total

\$1,199.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Private - 3 hours	An hour of service including the ice cream and toppings.	1	\$1,100.00	\$1,100.00
				Not Included
Tip 10%		1	\$110.00	\$110.00* ✓
				Not Included
Tip 15%		1	\$165.00	\$165.00*
				Not Included
Tip 20%		1	\$220.00	\$220.00*

A deposit of \$1,199.00 will be required to begin.

0. *

1,199. +

110. +

1,309. *

* Non-taxable

Private Event
Saturday November 6th 7:00pm-10:00pm
900 Alameda De Las Pulgas
San Mateo, CA 94402

Subtotal	\$1,100.00
General (9.0%)	\$99.00
Total	\$1,199.00

+ 110 -

\$1,309.00

This quote is valid for the next 2 days, after which values may be subject to change.

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/11/2021

From: Simon Bettis

Site(s) or Department: Technology

Number of Quotes: 1

Vendor/Contractor: Infinity Communications

Reason for proposal:

Sole Source - Consultant fee to process application for (reimbursement of Emergency Connectivity Fund & E-Rate Category 2 funding. Total estimated reimbursement for EFC funding will be \$140k & Total Category 2 funding will be up to \$500k.

\$1000 Consulting Fee + 4% of \$140,000 Reimbursement (\$5,600)= \$6,660

Certificate of Insurance: n/a

Contract Amount: \$6,600

Funding Source: Technology Fund

Approved by:

Maria Valle 10/11/2021

Personnel who oversees Site/Department budget

Vanessa Castano 10/12/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 10/12/2021

Director of Budget and Fiscal Services



Project Attachment #0451-FY2022
San Mateo Union High School District – Emergency Connectivity Fund Consulting Services

Client No: 0451

INFINITY'S RESPONSIBILITIES

Infinity shall perform the following tasks for **Emergency Connectivity Fund (ECF) Consulting Services:**

ECF CONSULTING SERVICE

1. Client Access – Infinity will be available to the Client by phone, or email to address Client related ECF Funding issues or questions.
2. Program Updates – Infinity will update the Client on changes in the ECF process and help staff to take advantage of newly eligible products and services.
3. Program Compliance – Infinity will assist the Client to verify that USAC rules are being followed and, if necessary, provide guidance on new process or procedures to ensure program compliance, in regard to Bid Evaluations, Procurement, CIPA compliance and Document Retention.

ECF APPLICATION MANAGEMENT

1. Needs Assessment and Strategic Planning – Infinity will assist the Client to determine a Strategy that best meets the Clients needs to recover and or maximize the Clients ECF funding opportunities.
2. Determination of Funding Request Amount – Infinity will prepare the required forms by; review of the Clients invoices from eligible service providers to determine an estimated funding request.
3. File Forms – Infinity will prepare and file the forms required by USAC's ECF Funding Order.
4. Administration of ECF Process – Infinity will assist the Client in responses to and delivery of the required documentation for USAC's ECF information requests.
5. Collections – Infinity will prepare and file the Form 472 (BEAR) to have a reimbursement issued for the eligible discount amount, when applicable. Infinity will assist the Client in working with service providers to complete the Service Provider Invoice method if this method of reimbursement is chosen by the service provider.
6. System for Award Management (SAM) Registration – Infinity will assist the Client in the registration process for the SAM system. Only applicants that are actively registered in the SAM system will be able to receive reimbursements from the ECF program.
7. Application Status – Infinity will provide the Client with progress status on application(s), review(s), and modification(s), for the Clients open funding requests.

AUDIT ASSISTANCE

1. Document Retention – Infinity will maintain a copy of the documents required for the ECF Program "Document Retention Policy" including: Pre-Bidding Process, Bidding Process, Award of Contracts, Application Process, Purchase and Delivery of Service, Invoicing, Inventory, and Forms and Rules Compliance, for up to 10 years from the last date of service.
2. Document Assisting – Infinity will assist the Client in the preparation and delivery of the Auditor requested documentation.
3. Support Services – Infinity will represent the client during all ECF Program Audits.



CLIENT RESPONSIBILITIES

The Clients responsibilities for the successful completion of Infinity's ECF Consulting Services, shall include:

1. Appointing a representative to act on the Clients behalf, with respect to this agreement, who has the authority to render decisions and approve requests from Infinity, in a timely manner as not to cause unreasonable delay in the progress of Infinity's service.
2. Provide Infinity all information required for the successful completion of the agreed service within 10 days, after the receipt of a request from Infinity. This includes at a minimum, but not limited to copies of service provider invoices, copies of service provider contracts, approved free and reduced lunch numbers, copy of any self-certification materials as requested by USAC, copy of CIPA compliance, and authorized contact information.
3. Provide a Letter of Agency (LOA) authorizing Infinity to act on the Clients behalf to file ECF Program forms and respond to any Requests for Information from USAC.
4. Sign and certify the ECF Program forms required for the Clients application for funding in a timely manner, as not to cause a failure to comply with the ECF Program's time sensitive deadlines.
5. For all Contracted Services or Month-to-Month Services the client with affirm the following has been completed:
 - a. Conduct an "Open and Competitive" bid process, to comply with all applicable local/state procurement requirements, and bidding laws for all "new" requested services and contracts.
 - b. Comply with all local/state/federal/ECF Program requirements for the Award of Contract(s).
 - c. Provide Infinity copies of all documents pertaining to an award of contract for each funding request, to comply with the ECF Program's "Document Retention Policy", including but not limited to bidding documents, evaluation of responses, board meeting minutes, copies of the winning bidder's response, and invoices.
6. Maintain and keep up to date an "Equipment Asset Register" or "Inventory List". The list shall include detailed information such as make, model, serial number, and location for all equipment purchased with support of the ECF Program. The Client will provide Infinity a copy of the inventory list for document retention.
7. Maintain and keep up to date a "Service Provider Reimbursement Reconciliation" (SPRR) spread sheet. The SPRR shall include the total amount of funds associated with each reimbursement, and/or the total amount of discounts (in the form of discounted bills, checks, or credits) received from the service provider. The Client provide Infinity a copy of the SPRR for compliance with "Invoicing" and "Document Retention" requirements of the ECF Program.
8. Retain document, for each funding request related to the pre-bidding process, bidding process, and award of contract(s), application process, purchase and delivery of service, invoicing, inventory, and forms and rules compliance for a period of at least 10 years from the last date of service.

***In the event something unforeseen happens that is not covered under *Project Attachment #0451-FY2022* with this contract, an additional fee will be negotiated before any additional services are provided.**

****Should the Client cease services with Infinity and request document re-construction for past filing years, there will be a charge for the time required to re-create the document library. This charge will be assessed at the time of the request and must be paid prior to the release of the document re-construction package.**

CONTRACT TERM

This agreement will expire on **June 30, 2022**.



COMPENSATION AND REIMBURSABLE EXPENSES SCHEDULE

BASIS OF COMPENSATION: EMERGENCY CONNECTIVITY FUND CONSULTING SERVICES

This Agreement is for one application filing. If the Client chooses to file for additional funding, this agreement may be modified to increase the Scope of Work through an addendum approved by both the Client and Infinity. Any additional Scope of Work will be billed as a separate project subject to additional fees as listed below.

Fees paid to Infinity cannot be paid for or requested in the application for funding. Infinity's fees must be paid by the Client separately from the amount requested in the funding application.

****NOTICE****

USAC has determined that if the Funding Requests EXCEED the available funding amount, Funding Commitments will be distributed based on the Category One E-Rate Discount Percentage of the Applicant (Rural Applicants will receive an additional 5%). If this happens, distributions will be completed starting with 90% applicants being funded first, then 85%, 80% and so on, until all available funding is exhausted. In the event the Client does not receive a Funding Commitment due to the Program EXCEEDING it's ability to provide funding, the Client is still responsible to pay all fee's as stipulated in this agreement.

Infinity's fee to perform our ECF Consulting Service is a base fee of **\$1,000.00** plus a percentage of the total funding request. The value for the percentage is shown on the chart below:

Funding Requested	Compensation Percentage
\$0.00 – \$750,000.00	4%
\$750,001.00 – \$1,000,000.00	3%
\$1,000,001.00 – \$2,000,000.00	2%
\$2,000,001.00 and up	1%

PAYMENT SCHEDULE

Infinity will invoice the Client for completed and approved ECF Consulting Services rendered under this agreement in various phases as follows:

Application Submittal	Fifty Percent (50%)
Funding Commitment Receipt	Fifty Percent (50%)
Total Compensation for ECF Consulting Services	One Hundred Percent (100%)

In the event the client decides not to request funding and Infinity has completed work, the client will be responsible to pay the base fee.

In the event that a Funding Commitment is not received, the Client is responsible to pay all fees as described in this agreement.

In the event that additional work is required, that is not specifically detailed in by the section 'Infinity's Responsibilities,' the client will be advised of the additional work and the estimated cost of additional work. Only upon approval from the Client will additional work be conducted and billed at the hourly rates listed in the subsequent section title 'Hourly Rates and Reimbursable Expenses.'



HOURLY RATES AND REIMBURSABLE EXPENSES

For additional work that is required outside the scope of the original project, the hourly rates listed will be charged. Additional work will not be completed without written approval from the Client. Standard Hourly rates are subject to review and adjustment. The hourly rates effective on the date of the Agreement are:

Principal	\$175.00 /Hour
Sr. Systems Designer	\$155.00 /Hour
Systems Designer	\$125.00 /Hour
CAD Operator	\$75.00 /Hour
Sr. Project Manager	\$155.00 /Hour
Project Manager	\$95.00 /Hour
Design Team Coordinator	\$75.00 /Hour
E-Rate Compliance Consultant	\$140.00 /Hour
Client Support Specialist, III	\$90.00 /Hour
Client Support Specialist, II	\$75.00 /Hour
Client Support Specialist, I	\$55.00 /Hour
Support Staff	\$50.00 /Hour

REIMBURSABLE EXPENSE SCHEDULE

Newspaper Advertisement	At Cost +15%
Standard Copies	\$0.05 /Sheet
Blueprint Copies	At Cost +15%
Reproducible Copies (Mylar)	At Cost +15%
Reproducible Copies (Paper)	At Cost +15%
Legal Counsel	At Cost +15%
Travel Expenses	
Mileage (Auto)	\$0.58 /Mile
Airfare	At Cost +15%
Meals	At Cost +15%
Lodging	At Cost +15%
Labor	See Above

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

Infinity Communications & Consulting, Inc.

Fred Brakeman

9/29/2021

Signature

Date

Fred Brakeman

Name

Chief Executive
Officer

Title

P.O. Box 999, Bakersfield, CA 93302

Address | City | State | Zip

82-0573429

Federal Tax ID #

San Mateo Union High School District

Kevin Skelly

Signature

Date

Kevin Skelly

Name

Title

650 North Delaware Street, San Mateo, Ca 94401

Address | City | State | Zip

94-2700919

Federal Tax ID #

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/08/2021

From: Nancy Marty

Site(s) or Department: Burlingame High

Number of Quotes: 1

Vendor/Contractor: Senor Wooly

Reason for proposal:

2021-2022 Annual subscription of Senor Wooly for BHS World Language

Certificate of Insurance: N/A

Contract Amount: \$150.00

Funding Source: 01 Admin

Approved by:

Nancy Marty 10/08/2021 Veronika Espinoza 10/12/2021

Personnel who oversees Site/Department budget

Vanessa Castano 10/14/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 10/14/2021

Director of Budget and Fiscal Services

PLEASE DOWNLOAD FORM FIRST



Order Form

2021-2022 School Year

Prices good until June 30, 2022

WEBSITE SUBSCRIPTIONS

#	Product	Quantity	Price	Total
1	<u>Annual Subscription to Señor Woolly</u> A 365-day online subscription. Includes access to all videos, digital graphic novels, the videogame, downloadable support materials, 160 student accounts, and student online curriculum. Available in Spanish only. One teacher per subscription. Bulk Pricing: <ul style="list-style-type: none">• 2 to 4 teachers, \$142.50/ea.• 5 to 8 teachers, \$135/ea.• 9+ teachers, \$127.50/ea.• District-wide, contact sales@senorwooly.com	1	\$ 150.00	\$ 150.00
2	<u>Monthly Subscription to Señor Woolly</u> A one-month online subscription. Includes access to all videos, digital graphic novels, the videogame, downloadable support materials, 160 student accounts, and student online curriculum. Available in Spanish only. One teacher per subscription. PLEASE NOTE – THIS OPTION IS ONLY AVAILABLE THROUGH OUR ONLINE STORE AND CANNOT BE PURCHASED USING A PURCHASE ORDER.	ONLINE ONLY	ONLINE ONLY	ONLINE ONLY

Best-Seller!

ONLY AVAILABLE IN OUR ONLINE STORE

PLEASE DOWNLOAD FORM FIRST

MERCHANDISE

#	Product	Quantity	Price	Total
22	<u>Billy la bufanda (scarf)</u> A very comfortable and warm 60-inch acrylic winter scarf that looks just like Billy la bufanda. Great as a classroom decoration, for use as a prop in storytelling activities, and classroom incentives.		\$ 19.90	
23	<u>Gorro (hat)</u> Billy's best friend Gorro – a one-size-fits-almost-everyone warm acrylic hat. Great as a classroom decoration, for use as a prop in storytelling activities, and classroom incentives.		\$ 19.80	
24	<u>COMBO: Billy la bufanda (scarf) AND Gorro (hat)</u> Pick up Billy and Gorro at an even better price! Receive the scarf AND the hat at a discount.		\$ 33.74	
25	<u>Sr. Wooly Songbook, Volume 1</u> Ten Wooly hits, for piano, vocals, and guitar. This book contains sheet music for musicians who want to play 10 Sr. Wooly songs on their own instruments.		\$ 17.00	
26	<u>POSTER: ¿Puedo ir al baño?</u> A 24" x 36" poster for one of Sr. Wooly's most popular music videos, <i>¿Puedo ir al baño?</i>		\$ 10.00	
27	<u>POSTER: Guapo</u> An 18" x 24" poster for one of Sr. Wooly's most popular music videos, <i>Guapo</i> .		\$ 10.00	
28	<u>Sr. Wooly's Question Word Posters</u> 10 double-sided, laminated, 11" X 11" question word posters.		\$ 19.99	
29	<u>Wooly Stickers</u> 40 stickers per sheet. Full color. Glossy. Glorious. Sheet size: 8.5" x 5.5" Bulk Pricing: <ul style="list-style-type: none"> 5 sheets, \$4.00 (save 20%) 20 sheets, \$13.00 (save 35%) 100 sheets, \$48.00 (save 52%) 		\$ 1.00	
SUB-TOTAL				\$ 150.00
SHIPPING Free for orders over \$60				\$ 0.00
Illinois residents must add 10.25%, unless they provide a copy of a tax-exemption letter. <input type="checkbox"/> If you are an Illinois resident, and you do not have a tax-exemption letter, click here:				
TOTAL				\$ 150.00

PLEASE NOTE: 10% PRO discount is only applicable to orders placed on senorwooly.com.

PLEASE DOWNLOAD FORM FIRST



K. Kelly

Order Form

2021-2022 School Year

Prices good until June 30, 2022

CUSTOMER DETAILS

Total Cost of Order: \$ \$150.00 Date of Order: October, 6, 2021

School Name: Burlingame High School

Billing Address (where to send the invoice):

Shipping Address (if different from billing address):

School Phone: _____

Teacher Requesting Materials: Kent Robie

For **each** subscription you purchase, please write the email of that teacher:

(These emails are **ESSENTIAL**. Subscriptions will be delivered electronically)

Teacher #1: Krobie@smuhsd.org

Teacher #2: _____

Teacher #3: _____

Teacher #4: _____

Teacher #5: _____

Teacher #6: _____

NOTE: If purchasing more than 6 subscriptions, please include emails on a separate page.

Customers, please note the copyright policy: Unless otherwise stated, all materials written and published by Señor Woolly, LLC are copyright protected and may not be reproduced or transmitted in any form or by any means, electronic or mechanical. By submitting your order, you hereby agree to the terms of our copyright policy. All violations of this policy will be pursued. Thank you for respecting our copyright.

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/12/2021

From: Linda Carlton

Site(s) or Department: Districtwide

Number of Quotes: 1 (Sole Source)

Vendor/Contractor: Pacific Coast Trane

Reason for proposal:

To install Rover Software & hardware and Tracer Software for the new laptops to integrate the HVAC system

Certificate of Insurance: 6308465L994

Contract Amount: \$11,780.00

Funding Source: General Fund - Maintenance

Approved by:



10/12/2021

Personnel who oversees Site/Department budget

Vanessa Castano

10/14/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

10/14/2021

Director of Budget and Fiscal Services



Pacific Coast Trane Service

Trane Authorized
Warranty Service

310 Soquel Way
Sunnyvale, CA 94085-4101
408 481 3700 24 Hours
408 481 3666 Fax

October 11, 2021

Mr. Brad Barncord, FMP, SFP, General Manager of Maintenance
Mr. Steve Weigant - Mechanical Maintenance Foreperson
SAN MATEO UNION HIGH SCHOOL DISTRICT
M/O Dept., 300 Piedmont Avenue, Building D, San Bruno, California 94066

Subject: Rover System & Tracer System for New Laptops - E#35143
← controls the output
San Mateo Union High School District Office
650 North Delaware Street, San Mateo Ca 94401

Dear Steve and Brad

Per your request, **PACIFIC COAST TRANE SERVICE (PCTS)** is pleased to submit this this proposal based on the following:

Recently SMUHSD added 4 laptops to their FM shop. Two (2) of their existing laptops have the Rover as well as the Tracer Summit Programs (license included). In this regard, SMUHSD is requesting PCTS to perform the following:

- Transfer the Rover Programs and Tracer Summit Programs from the two old existing laptops to the first two (2) new laptops.
- Supply and install new Rover Programs on the other two (2) new laptops. We can utilize the same licenses on your existing Tracer Summit Programs for the new 2 new laptops.

THE TOTAL COST TO INCLUDE PART, GROUND SHIPPING AND APPLICABLE TAXES WOULD BE

..... **\$11,780.00** *← total*
Cost Break: Labor = \$3,962.00 and Parts = \$7,818.00 (including shipping & applicable taxes, see sub-breakout:

Item #	Description	Unit Price	Qty.	Total
1	Complete set of Rover Software & Hardware Package for the 2 new laptops with no existing Rover	\$3,387.00	2	\$ 6,774.00
2	Rover Software Upgrade Package for the 2 new laptops using the Rover System of the 2 existing laptops to be retired	\$ 435.00	2	\$ 876.00
3	Freight for the items 1 & 2		1	\$ 168.00
4	Tracer Summit for the 2 new laptops without Tracer	\$ 0.00	2	\$ 0.00
TOTAL FOR PARTS				\$ 7,818.00

NOTES:

- The above price is based on two (1) working days of control & programming service on regular working time.
- In case we complete the job within the 1st day of service, we will only bill the labor portion for \$1,981.00
- In case we exceed the allocated two (2) working day of service in this proposal and additional time will be needed to complete the work, our rate for additional services for labor shall be as follows :
 - For additional succeeding half day = \$1,053.00
 - For additional succeeding one day = \$1,981.00

The above quoted price excludes all costs not specifically mentioned. Unless otherwise noted in the proposal, all labor shall be performed during regular business hours (Monday through Friday 7:00AM to 4:30PM). Additional charges for the increase in the scope of services or any recommended repairs and the associated costs shall be brought to your attention prior to any work being performed and will be quoted separately. Any modification to the above referenced tasks or materials required to perform the tasks shall be considered as add to the proposal. The quoted price will be held firm for a period of thirty days from the date of this proposal.

Sincerely,

PACIFIC COAST TRANE SERVICE

Rene J. Reyes
Rene (Rene) Reyes
Account Manager Direct Sale

Accepted By: *K. H. H. H.*

Title: Superintendent

Date: 10-18-2021

PO Number: _____

PO Amount: _____

By signing above, customer agrees and is bound to the terms and conditions of this agreement.

RR: / E#35143

**Sign
& Date**

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/12/2021

From: Araceli Pena

Site(s) or Department: Adult School

Adult School

Number of Quotes: 2

Vendor/Contractor: Shell Door Service, Inc

Reason for proposal:

Shell Door Service, Inc will be fixing the Adult School main automatic doors located at the SmartCenter.

Certificate of Insurance: n/a

Contract Amount: \$5985.00

Funding Source: 11

Approved by:

Araceli Pena 10/12/2021

Personnel who oversees Site/Department budget

Vanessa Castano 10/14/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 10/14/2021

Director of Budget and Fiscal Services

Shell Door Service, Inc.

920 S. Grant St.

San Mateo, CA 94402-1814

t: 650-704-8600

f: 650-292-4929

e: service@ShellDoor.com

CSLB 877655

Proposal

DATE 9/10/21

PROPOSAL # 1090909

*Emailed
Copy to
9.21*

CUSTOMER

San Mateo Union High School Dist
650 N Delaware St
San Mateo, CA 94401

60277

SITE LOCATION

San Mateo Adult School
789 E Poplar Ave
San Mateo, CA 94401

We hereby respectfully submit this PROPOSAL for your review and approval. Thank you!

Description of PROPOSAL

Estimate/Proposal #1090909 for ADA upgrade of Nabco Magnum automatic door to MA Condor ADA operator for pair of doors located at main entrance.

Material and labor to be provided per this estimate:

MA Condor Operator, LOW FORCE, RH+LH Push, 72" Header, Clear -- q. of 1 PAIR

MA - Rocker Switch, Universal 3-Position, #MA40011 -- q. of 1

Camden - Column Switch, 36", Clear Finish, #CM-7536/4 -- q. of 2

Camden - Transmitters/Receiver Kit (CM-TX-90x2+XM-RX-90) -- q. of 1

Labor to complete ADA upgrade

Handling and returns (for special ordered material and warranties)

Exclusions: Electrical (to be supplied by others), permits, drawings & submittals, inspections and related costs, any keying and related costs, hidden damage, prevailing wage, unknown fees and/or requirements, taxes other than material provided sales and use, et al.

1090909 - San Mateo Adult School, 789 E Poplar Ave, San Mateo, CA 94401 / site 650-558-2100

Per Marty Sanders, cell 650-280-7730 (or Brad Barncord, cell 669-888-5261 or desk 650-558-2471)

Estimate/Proposal #1090909 for ADA upgrade of Nabco Magnum automatic door to MA Condor. e-mail:

bbarncord@smuhsd.org + msanders@smuhsd.org

Upon review and approval, PLEASE sign and submit PROPOSAL to authorize the above referenced work.

Kevin Skelly
_____, Kevin Skelly
Authorization Signature (and please Print Name)

This space is provided for additional comments, concerns, or special instructions pertaining to this PROPOSAL.

**SHELL DOOR SERVICE, INC. * 920 South Grant Street, San Mateo, CA 94402-1814
telephone 650-704-8600 * fax: 650-292-4929 * e-mail: service@ShellDoor.com**

We sincerely appreciate this opportunity to provide you with
this PROPOSAL. Thank you!

TOTAL \$5,985.00

PLAN IT BUILDING MAINTENANCE

411 LATHROP STREET
MODESTO CA,95358

Estimate

Date	Estimate #
9/20/2021	506

Name / Address
SAN MATEO ADULT SCHOOL 789 E POPLAR AVE SAN MATEO,CA 94401

60277

Project

Description	Qty	Rate	Total
MA CONDOR ADA DOOR OPERATOR-72 INCH HEADER DUAL push LH/RH San Mateo Union High School Dist 650 N Delaware St San Mateo, CA 94401	1	3,800.00	3,800.00T
ADA 36 TOWER PUSH PLATE-RC	2	485.00	970.00T
LABOR-Demo existing unit install new unit and test adjust.	12	115.00	1,380.00
ALL ELECTRICAL BY OTHERS.			
Sales Tax		7.875%	375.64
Total			\$6,525.64

Phone #
209-550-1962

E-mail
PBMMODESTO@YAHOO.COM

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/14/2021

From: Linda Carlton

Site(s) or Department: Districtwide

Number of Quotes: 1

Vendor/Contractor: Civic Permits

Reason for proposal:
Facility Use Reservation Software License (for 8 sites)

Certificate of Insurance: N/A (Off-Site)

Contract Amount: \$2,739.00

Funding Source: General Fund - Facility Use

Approved by:



10/14/2021

Personnel who oversees Site/Department budget

Vanessa Castano

10/14/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

10/15/2021

Director of Budget and Fiscal Services

SOFTWARE SERVICE AGREEMENT

This Software Service Agreement (this "*Agreement*") is made and entered into as of October 15, 2021 (the "*Effective Date*"), by and between Civic Permits, Inc. a Delaware corporation ("*Service Provider*"), and San Mateo Union High School District ("*Customer*").

RECITALS

A. Service Provider makes available a SaaS solution known as Civic Permits (the "*Software Service*").

B. Customer desires to have Service Provider provide Customer with the right to access and use the Software Service, and Service Provider desires to provide Customer with the right to access and use the Software Service, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "*Authorized User*" means Customer employees and independent contractors engaged by Customer that the Customer has authorized to use the Software Service.

1.2 "*Intellectual Property Rights*" means patent rights, copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.3 "*Software Service*" means Service Provider's SaaS solution known as Civic Permits, as described in Exhibit A.

2. SERVICES

2.1 Software Service. Subject to Customer's compliance with the terms and conditions of this Agreement, Service Provider will provide Customer with the Software Service. Customer may access and use the Software Service solely for the purpose of renting its facilities to third parties. Customer will not permit access to or use of the Software Service by anyone other than Authorized Users.

2.2 Restrictions. Customer will not: (i) sell, resell, rent or lease the Software Service; (ii) reverse engineer the Software Service; (iii) attempt to modify the Software Service; or (iv) use the Software Service for any unlawful purpose. Customer may not access or use (or permit a third party to access or use) the Software Service for purposes of monitoring the availability, performance or functionality of the Software Service or for any other benchmarking or competitive purposes. Customer will not interfere with or disrupt the Software Service or attempt to gain access to any related systems or networks to which access is restricted.

2.3 Software Service Terms of Service. Customer acknowledges that, in order to access and use the Software Service, it will be required to accept and agree to be bound by the terms of Service Provider's then-current Terms of Service (the "*Service Provider TOS*"). The current Service Provider TOS can be accessed at: <https://civicpermits.com/TermsOfService>

3. CUSTOMER OBLIGATIONS

3.1 Cooperation and Assistance. Customer will at all times provide Service Provider with good faith cooperation and assistance and make available such information, facilities, equipment and personnel as may be reasonably required by Service Provider in order to provide Customer with the Software Service.

3.2 Security. Customer will keep confidential and not disclose to any third parties, and will ensure that all Authorized Users keep confidential and do not disclose to any third parties, any user IDs, account numbers, passwords or other similar information for the Software Service.

3.3 Enforcement. Customer will ensure that Authorized Users comply with the terms and conditions of this Agreement. Customer will promptly notify Service Provider of any suspected or alleged breach of this Agreement and will cooperate with Service Provider with respect to: (i) any investigation by Service Provider of any suspected or alleged violation of this Agreement or the Service Provider TOS; and (ii) any action by Service Provider to enforce the terms and conditions of this Agreement or the Service Provider TOS. Service Provider may suspend or terminate any Authorized User's access to the Software Service upon notice to Customer in the event that Service Provider reasonably determines that such Authorized User has breached this Agreement or the Service Provider TOS.

4. FEES

4.1 Fees. In consideration for Service Provider providing the Software Service, Customer will pay Service Provider the fees specified in Exhibit B ("Fees").

4.2 Taxes. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other taxes and duties. Customer will pay all taxes and duties assessed in connection with this Agreement and its performance by any authority within or outside

of the U.S., except for taxes payable on Service Provider's net income.

5. **OWNERSHIP.** Customer acknowledges that, subject to the limited rights expressly granted hereunder, Service Provider exclusively own all rights, title and interests in and to the Software Service, including all and all Intellectual Property Rights therein.

6. CONFIDENTIALITY

6.1 Definition. "*Confidential Information*" means: (i) information that is disclosed in written form and that is clearly labeled as proprietary, confidential or with words of similar meaning; (ii) information that is disclosed orally or visually and that is identified as proprietary or confidential at the time of its disclosure and is summarized in a writing sent by the disclosing party to the other party within thirty (30) days of such disclosure; and (iii) any information that due to its nature or the circumstances of disclosure would reasonably be deemed confidential. The terms and conditions of this Agreement will be deemed the Confidential Information of both parties.

6.2 Exclusions. The obligations and restrictions in Section 6.3 will not apply to any information that: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party prior to the disclosure of such information from the disclosing party; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) the receiving party rightfully obtains from a third party who had the right to disclose such information without breach of any confidentiality obligation to the disclosing party.

6.3 Use and Nondisclosure. During the term of this Agreement and for a period of three (3) years thereafter, each party will not use the

other party's Confidential Information for any purpose other than for the performance and enforcement of this Agreement and will not disclose the other party's Confidential Information to any party other than to those of its employees and contractors who need to know such Confidential Information for a party's performance and enforcement of this Agreement; provided that each such employee and contractor is bound by a written agreement that contains use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Agreement. Each party will use the same efforts to protect the confidentiality of the other party's Confidential Information that it ordinarily uses to protect the confidentiality of its own confidential information of like importance, but in no event less than reasonable efforts.

6.4 Permitted Disclosure. The foregoing provision of this Section 6 will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this Agreement: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement; (ii) on a confidential basis to its legal or professional financial advisors; (iii) as required under applicable securities regulations; or (iv) on a confidential basis to present or future provider's of venture capital and/or potential private investors in or acquirers of such party.

7. WARRANTY AND SUPPORT

7.1 Limited Warranty. Service Provider warrants to Customer that the Software Service will provide the functionality specified in Service Provider's then-current technical documentation for the Software Service, which documentation, is available at <https://civicpermits.com>. In the event that the

Software Service fails to conform to the foregoing warranty, as Customer's sole and exclusive remedy and Service Provider's sole and exclusive liability for any breach of such warranty, Service Provider will modify the Software Service to correct the non-conformity.

7.2 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, SERVICE PROVIDER DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT AND THE SOFTWARE SERVICE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SERVICE PROVIDER DISCLAIMS ANY WARRANTY THAT THE SOFTWARE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED.

7.3 Support. Service Provider will provide Customer and Authorized Users with support for the Software Service in accordance with the terms set forth in Exhibit C.

8. INDEMNIFICATION

8.1 Indemnification by Service Provider. Service Provider will defend any action brought against Customer to the extent that it is based upon a third party claim that the Software Service, as provided by Service Provider to Customer pursuant to this Agreement, infringes any U.S. patent or any copyright or misappropriates any trade secret, and will pay costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer; provided that Customer: (i) promptly notifies Service Provider in writing of the claim; (ii) grants Service Provider sole control of the defense and settlement of the claim; and (iii) provides

Service Provider, at Service Provider's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim. Customer reserves the right to retain counsel, at Customer's sole expense, to participate in the defense of any such claim.

8.2 Injunctions. In the event that Customer's rights to use the Software Service hereunder are enjoined, or in Service Provider's reasonable opinion are likely to be enjoined, due to the type of claim specified in Section 8.1 above, Service Provider may at its sole option and expense: (i) procure for Customer the right to continue using the Software Service; (ii) replace or modify the Software Service so that it is non-infringing and substantially equivalent in function to the enjoined Software Service; or (iii) if options (i) and (ii) above cannot be accomplished despite Service Provider's reasonable efforts, then Service Provider may terminate Customer's rights and Service Provider's obligations hereunder.

8.3 Exclusions. Notwithstanding the terms of Section 8.1, Service Provider will have no liability for any infringement or misappropriation claim of any kind to the extent that it results from: (i) the combination, operation or use of the Software Service with equipment, devices, software or data not supplied by Service Provider, if a claim would not have occurred but for such combination, operation or use; or (ii) Customer's use of the Software Service other than in accordance with this Agreement.

8.4 Sole Remedy. THE FOREGOING STATES SERVICE PROVIDER'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

8.5 Indemnification by Customer. Customer will defend Service Provider against any action or suit brought against Service Provider by a third party in connection with Customer's use of the Software Service (other than a claim for which Service Provider is responsible under Section 8.1), and will indemnify and hold Service Provider harmless for any costs and expenses incurred by Service Provider and any damages awarded in final judgment or paid in settlement by Service Provider with respect to any such claim; provided that Service Provider: (i) promptly gives Customer written notice of the claim; (ii) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle any claim unless the settlement unconditionally releases Service Provider from all liability); and (iii) provides Customer with all information and assistance that is reasonably necessary for the defense and settlement of the claim, at Customer's expense. Service Provider reserves the right to retain counsel, at Service Provider's sole expense, to participate in the defense of any such claim.

9. LIMITATION OF LIABILITY

9.1 Exclusion of Damages. EXCEPT FOR LIABILITY ARISING FROM A BREACH OF SECTION 8, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF SUBSTITUTE SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

9.2 Total Liability. IN NO EVENT WILL SERVICE PROVIDER'S TOTAL LIABILITY TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S ACCESS TO AND USE OF THE SOFTWARE SERVICE EXCEED THE TOTAL FEES PAID BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE CLAIM OR ACTION GIVING RISE TO ANY LIABILITY.

9.3 Acknowledgement. The parties acknowledge that the limitations and exclusions contained in this Section 9 and elsewhere in this Agreement have been the subject of negotiation between the parties and represent the parties' agreement based upon the perceived level of risk associated with their respective obligations under this Agreement and the payments made hereunder. Accordingly, the parties agree that such limitations and exclusions will survive and apply even if any exclusive remedy specified in this Agreement is found to have failed of its essential purpose.

10. TERM AND TERMINATION

10.1 Term. This Agreement will commence on the Effective Date and will continue for the initial term specified in the applicable order or, if no such term is specified, one (1) year, unless terminated earlier as provided in this Agreement. This Agreement shall automatically renew for subsequent one (1) year terms, unless either party notifies the other in writing of its intent not to renew at least ten (10) days prior to the end of the then-current term. The initial term and any renewal terms are collectively the "**Term**".

10.2 Termination for Cause. Except for a breach of the Fees obligations set forth in Section 4, either party may terminate this Agreement upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days following written notice thereof

from the non-breaching party. In the event of the Customer's breach of the Fees obligations set forth in Section 4, in addition to all other remedies available, the Service Provider may suspend or terminate the Software Service if the Customer fails to cure the breach within five (5) days.

10.3 Effect of Termination. Upon any expiration or termination of this Agreement: (i) Customer's and its Authorized Users' right to access and use the Software Service will immediately terminate and Customer and its Authorized Users will immediately cease all use of the Software Service; and (ii) each party will return and make no further use of any Confidential Information of the other party.

10.4 Survival. The rights and obligations of the parties under Sections 4, 5, 6, 8, 10.3, 10.4 and 11 will survive any expiration or termination of this Agreement.

11. GENERAL

11.1 Assignment. Neither party may assign or transfer this Agreement, in whole or in part, without the other party's written consent except in the event of a Change of Control (as defined below). Any attempted assignment or transfer in violation of this Section will be void. "**Change of Control**" means, with respect to a party: (i) the direct or indirect acquisition of either: (a) the majority of voting stock of such party or (b) all or substantially all of the assets of such party, by another entity in a single transaction or a series of transactions; or (ii) the merger of such party with another entity. Subject to the foregoing restrictions, this Agreement will inure to the benefit of the successors and permitted assigns of the parties.

11.2 Governing Law. This Agreement and all matters arising out of or relating to this Agreement will be governed by the laws of the State of California, without regard to its conflict of laws provisions.

11.3 Waiver. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

11.4 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

11.5 Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; or (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices will be sent to the addresses set forth above or to such other address as may be specified by either party to the other party in accordance with this Section.

11.6 Compliance with Laws. Each party agrees to comply with all applicable laws and regulations with respect to its activities hereunder, including, but not limited to, any export laws and regulations of the United States.

11.7 Relationship Between the Parties. Nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent.

11.8 Force Majeure. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of events beyond the reasonable control of such party, which may include without limitation denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war,

terrorism, governmental action, labor conditions, earthquakes and material shortages (each a "*Force Majeure Event*"). Upon the occurrence of a Force Majeure Event, the non-performing party will promptly notify the other party and will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

11.9 Entire Agreement. This Agreement together with the exhibits hereto constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

11.10 Non-Exclusive Remedies. Except as expressly set forth in this Agreement, the exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

11.11 Construction of Agreement. The parties acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting thereof, and that this Agreement will not be construed in favor of or against either party solely on the basis of a party's drafting or participation in the drafting of any portion of this Agreement.

11.12 Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one and the same instrument.

The parties have caused this Agreement to be signed as of the Effective Date by their duly authorized representatives.

SERVICE PROVIDER

Signature: _____

Name: _____

Title: _____

CUSTOMER

Signature: *Kevin Skelly* _____

Name: Kevin Skelly _____

Title: Superintendent _____



See Exhibit B for Fees

FY2021-2022

Software Fees for 8 sites pro-rated to 6/30/22	\$ 1,694.00
One-time setup	\$ 1,045.00
Total Due upon signing	<u>\$ 2,739.00</u>

Annual starting FY2022

Software Fees for 8 sites 7/1 - 6/30 (\$299 x 8 sites)	\$ 2,392.00
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EXHIBIT A

SOFTWARE SERVICE

The Software Service is a web-based platform for event coordination and scheduling. It allows property owners to schedule events at their facilities, and rent the facilities when not in use to third-party organizations. When renting to a third-party organization the Software Service assists with preventing scheduling conflicts, verifying tax exempt status, and tracking insurance coverage. When payments for the use of a facility is required, the Software Service allows property owners to invoice the applicant and receive payment online.

The Software Service includes reports and calendars, database backups, and hosting.

EXHIBIT B

FEES

The fees for the Software Service shall be shall be \$299.00 per site per year, with a one-time setup charge of \$1,045. The total annual recurring cost will be \$2,392.00 (seven high school sites plus the District Office). The annual recurring cost and one-time setup charge is due upon execution of this Agreement. Annual recurring cost is due immediately upon renewal. The initial term of this agreement will expire June 30, 2022. The total initial payment will be \$1,694 plus the onetime setup charge of \$1,045.

Credit card fees are 3.50% per transaction.

EXHIBIT C

SUPPORT

Telephone support is available Monday through Friday between 9:00am and 5:00pm Pacific Time by calling +1 (800) 555-0431.

A knowledge base and ticketing system is available online at: <http://support.civicpermits.com>.

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/13/2021

From: Jenelle Vazquez

Site(s) or Department: San Mateo High

Number of Quotes: 1

Vendor/Contractor: Stand Out College Prep

Reason for proposal:

CBO/HS Services- College Essay Meetings & Drop Box

Certificate of Insurance: n/a

Contract Amount: \$3000.00

Funding Source: Career Center Grant

Approved by:

Jenelle Vazquez 10/13/2021

Personnel who oversees Site/Department budget

Vanessa Castano 10/15/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 10/15/2021

Director of Budget and Fiscal Services



INVOICE

Stand Out College Prep LLC
2 Dodd Road
Vestal, New York 13850
United States

6316827474
www.standoutcollegeprep.com

BILL TO
San Mateo High School
Steve Hanson

shanson@smuhdsd.org

Invoice Number: X722202019A140

Invoice Date: October 8, 2021

Payment Due: November 12, 2021

Amount Due (USD): \$3,000.00

[Pay Securely Online](#)

Service	Quantity	Price	Amount
CBO/HS Services College Essay Meetings & Drop Box	1	\$3,000.00	\$3,000.00

Total: \$3,000.00

Amount Due (USD): \$3,000.00

[Pay Securely Online](#)

VISA

MasterCard

AMERICAN EXPRESS

DISCOVER

Bank Payment

link.waveapps.com/rbsz2a-8bts8b

Notes / Terms

1:1 Essay Office Hours + Essay Critique Dropbox.
Please make check payable to: Stand Out College Prep LLC

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/13/2021

From: Simon Bettis

Site(s) or Department: District Office

Districtwide

Number of Quotes: 1

Vendor/Contractor: Dell

Reason for proposal:

15 Laptops for Covid Response team - Health aides.

Certificate of Insurance: n/a

Contract Amount: 23454

Funding Source: In Person Learning

Approved by:

Simon Bettis

10/13/2021

Personnel who oversees Site/Department budget

Vanessa Castano

10/15/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

10/15/2021

Director of Budget and Fiscal Services

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000099340507.1	Sales Rep	Debbie Trembley
Total	\$23,454.27	Phone	(800) 456-3355, 6180184
Customer #	95736668	Email	Debbie_Trembley@Dell.com
Quoted On	Sep. 21, 2021	Billing To	PAYABLE ACCOUNTS PAYABLE
Expires by	Oct. 21, 2021		SAN MATEO UNION HIGH SCHOOL
Contract Name	California Multiple Awards		650 N DELAWARE ST
Contract Code	Schedule (CMAS)		SAN MATEO, CA 94401-1732
Customer Agreement #	C000000008783		
Deal ID	3-16-70-0012B		
	22347590		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Debbie Trembley

Shipping Group

Shipping To	Shipping Method
SIMON BETTIS SAN MATEO UNION HIGH SCHOOL 650 N DELAWARE ST SAN MATEO, CA 94401-1795 (650) 558-2487	Standard Ground

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5420	\$1,450.46	15	\$21,756.90

Subtotal:	\$21,756.90
Shipping:	\$0.00
Environmental Fee:	\$60.00
Non-Taxable Amount:	\$4,805.40
Taxable Amount:	\$17,011.50
Estimated Tax:	\$1,637.37
<hr/>	
Total:	\$23,454.27

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

SIMON BETTIS
SAN MATEO UNION HIGH SCHOOL
650 N DELAWARE ST
SAN MATEO, CA 94401-1795
(650) 558-2487

Shipping Method

Standard Ground

	Quantity	Subtotal
Dell Latitude 5420	15	\$21,756.90

Estimated delivery if purchased today:
Dec. 29, 2021
Contract # C000000008783
Customer Agreement # 3-16-70-0012B

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5420 XCTO Base	210-AYNM	-	15	-
11th Generation Intel Core i5-1145G7 (4 Core, 8M cache, base 2.6GHz, up to 4.4GHz, vPro)	379-BEHF	-	15	-
Windows 10 Home English, French, Spanish	619-AHHO	-	15	-
I5-1145G7 Vpro, Intel Iris Xe Graphics, Thunderbolt	338-BXRV	-	15	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	15	-
Intel vPro Active Management Technology (for vPro CPU, vPro Capable)	631-ACTO	-	15	-
16GB,1x16GB, DDR4 Non-ECC	370-AFVP	-	15	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BKUR	-	15	-
No AutoPilot	340-CKSZ	-	15	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	15	-
LCD back cover for Latitude 5420 WLAN Only	320-BECQ	-	15	-
FHD IR Camera Bezel with Mic (ExpressSign-In/Mic)	325-BDYZ	-	15	-
14" FHD (1920x1080) Touch, Anti-Glare, 300nits	391-BFPL	-	15	-
Single Pointing Backlit US English Keyboard	583-BHCH	-	15	-
No Mouse	570-AADK	-	15	-
Intel AX201 WLAN Driver	555-BGJD	-	15	-
Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1	555-BGGT	-	15	-
No Mobile Broadband Card	556-BBCD	-	15	-
4 Cell 63Whr ExpressCharge™ Capable Battery	451-BCSW	-	15	-
E4 65W Type-C EPEAT Adapter	492-BCXP	-	15	-
Palmrest, No Security, Thunderbolt 4	346-BGVN	-	15	-
US Power Cord	537-BBBL	-	15	-
Quick start guide for Win 10, Ubuntu	340-CTZO	-	15	-
No Anti-Virus Software	650-AAAM	-	15	-
US Order	332-1286	-	15	-
No Resource USB Media	430-XXYG	-	15	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	15	-
ENERGY STAR Qualified	387-BBPC	-	15	-

Custom Configuration	817-BBBB	-	15	-
Mix Model 65W Adpater + TGL CPU	340-CUCT	-	15	-
11th Gen Intel Core i5 vPro label	340-CTSV	-	15	-
BTO Standard Shipment (VS)	800-BBQK	-	15	-
No UPC Label	389-BCGW	-	15	-
No Removable CD/DVD Drive	429-AATO	-	15	-
Latitude 5420 Bottom Door	321-BGBE	-	15	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	15	-
Dell Limited Hardware Warranty	997-8317	-	15	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	15	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	15	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	15	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	15	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	15	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	15	-
Extended Battery Service for Years 2 and 3 of System Life	815-2815	-	15	-
OS-Windows Media Not Included	620-AALW	-	15	-
SupportAssist	525-BBCL	-	15	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	15	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	15	-
Waves Maxx Audio	658-BBRB	-	15	-
Dell Power Manager	658-BDVK	-	15	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	15	-
Dell Optimizer	658-BEQP	-	15	-
Win 10 PKID Label	658-BFDQ	-	15	-

Subtotal:	\$21,756.90
Shipping:	\$0.00
Environmental Fee:	\$60.00
Estimated Tax:	\$1,637.37
Total:	\$23,454.27

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/14/2021

From: Linda Carlton

Site(s) or Department: Hillsdale High

Number of Quotes: 1

Vendor/Contractor: Silke Communications

Reason for proposal:

Tp repair the main office radio base station.

Certificate of Insurance: 20/21 GL BA XS 21/22 WC

Contract Amount: \$2,997.12

Funding Source: General Fund - Maintenance

Approved by:



10/14/2021

Personnel who oversees Site/Department budget

Vanessa Castano

10/15/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

10/15/2021

Director of Budget and Fiscal Services

Silke Communications, Inc.

1050 Riverside Pkwy #110
West Sacramento, CA 95605



Customer Name

Prepared For: San Mateo UHSD - Hillsdale High School **Office Base Radio**
Contact:
Address: 650 N. Delaware St.
City/State/Zip: San Mateo CA 94401
Phone:

Date:	9/27/2021
Acct #	70426
PO#	

Item	Qty	Description	Unit Cost	Extended
1	100	582340 RG142 Coax Cable.	\$6.32	\$632.00
2	2	557681 NF Connector for RG142	\$12.00	\$24.00
3	1	552318 NM Connector for RH142	\$12.00	\$12.00
4	1	430125 Mini UHF Connector for RG142	\$6.50	\$6.50
5	1	MISC Parts.	\$25.00	\$25.00
6	16	Installation Labor. (2 men, 1 day, includes travel)	\$135.00	\$2,160.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Equipment & Labor Total \$2,859.50

Note: The quoted labor rate is only for work performed during regular business hours
Monday - Friday 8:00 AM to 5:00PM Overtime rates are higher

Shipping / Handling \$ 65.00

Subtotal \$ 2,924.50

9.50% Sales Tax \$ 72.62

Grand Total \$ 2,997.12

Customer is responsible for all applicable sales tax and/or incurred shipping charges. It is the sole responsibility of the customer to have a valid FCC license for all two-way radio equipment. CUSTOMER IS RESPONSIBLE FOR ALL FCC AND FREQUENCY COORDINATION FEES. ALL ORDERS ARE SUBJECT TO A 25% RESTOCKING FEE IF CANCELED OR RETURNED. The information in this quotation is PROPRIETARY & CONFIDENTIAL for use by Silke Comm. Inc and the Client referred to within.

> Estimate Valid for 30 Days <

Sales Rep: Mike Wilson
Cell Phone: 209-484-3670
Email: mwilson@silkecom.com

Payment Terms: Net 30
Restock Fee: 20%
Estimate Valid for: 30 days

Authorized By:

K. H. Lee



SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/14/2021

From: Linda Carlton

Site(s) or Department: Mills High

Number of Quotes: 1 (ER PO)

Vendor/Contractor: Power Systems

Reason for proposal:

To repair partial outage on 9/20

ER PO#ERMHS092021

Certificate of Insurance: 20/21 GL/XS5/PROF

Contract Amount: \$4,860.00

Funding Source: General Fund - Maintenance

Approved by:



10/14/2021

Personnel who oversees Site/Department budget

Vanessa Castano

10/15/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

10/15/2021

Director of Budget and Fiscal Services



K. H. H. H.

INVOICE

6736 Preston Ave, Suite E
Livermore, CA 94551
Corporate (510) 783-5096
Fresno (559) 275-2171 - Los Angeles (714) 542-6089
FEIN #94-2289252

Date : 09/30/21
Due Date: 10/10/21

No. : H15225
Page: 1

CUSTOMER:

SAN MATEO UNIFIED SCHOOL DISTRICT
650 N. DELAWARE STREET
SAN MATEO CA 94401-1732

LOCATION:

MILLS HS
400 MURCHISON DR
MILLBRAE, CA

ER PO# ERMHS092021

JOB DESCRIPTION

TERMS

CUSTOMER PO NO.

OUR REF.

TROUBLE

CALL

NET 10 DAYS

ER MHS92021

H15225

DESCRIPTION

QUANTITY

UNIT PRICE

EXTENDED

09/20 TWO (2) TECHS OT
09/20 TWO (2) TECHS DT

8.0
7.0

275.0000
380.0000

2200.00
2660.00

*Cynthia
Linda and I were off
that day. Jim gave
Car a verbal okay
and informed Mary.
See email to
Linda.*

Approved for Payment

Date *10-12-21*

Butler

FOR SERVICES RENDERED TO
RESPOND TO A TROUBLE CALL AT
MILLS HS MILLBRAE, CA

Sub-Total :	4860.00
Tax :	0.00
Total :	4860.00
Net To Pay:	4860.00

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/15/2021

From: Imelda Gomez

Site(s) or Department: Capuchino High

Capuchino High

Number of Quotes: 1

Vendor/Contractor: Dooley Corp

Reason for proposal:
Students Mentoring for 21/22

Certificate of Insurance: UDC-4323474-BOP-20

Contract Amount: \$3,200

Funding Source: Fund 01 - Admin

Approved by:

Imelda Gomez 10/15/2021

Personnel who oversees Site/Department budget

Vanessa Castano 10/18/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 10/18/2021

Director of Budget and Fiscal Services

SAN MATEO UNION HIGH SCHOOL DISTRICT AGREEMENT WITH INDEPENDENT CONTRACTOR

Contractor Name and Address ("Contractor"):

The Dooley Corporation

570 El Camino Real 150-112

Redwood City CA 94063

667-213-9792

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

San Mateo Union High School District
Attention: Business Office

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 the following services:


CHS and the Dooley Corporation to pilot a Tier II intervention for young men at Capuchino HS. Dooley Corporation will provide curriculum for group sessions, with input/feedback from CHS.

2. **Contract Term.** The term of this Agreement shall be from [11/1/2021], to [6/1/2022], 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 [Three thousand two hundred dollars \$ 3,200]
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. **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.
7. **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, Contractor shall be paid for all work satisfactorily performed through the date of termination.
8. **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.
9. **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.
10. **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.

11. **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:

	10/8/2021	David Dooley
Contractor Signature	Date	Contractor Name (please print)

For the District:


	10/21/2021
Kevin Skelly, Superintendent	Date

Exhibit A

CHS Tier II Intervention - Young Men's Group

Dooley Corporation Partnership Proposal

Overview

The purpose of this proposal is to outline a partnership between CHS and the Dooley Corporation to pilot a Tier II intervention for young men at Capuchino HS. Dooley Corporation will provide curriculum for group sessions, with input/feedback from CHS.

Duration

10 school weeks

Scope

Group session, once per week (Flex Time - Tuesday 10:20 - 11:00 am)

Individual weekly student check-in (30 mins each student)

Caseload

2 Coaches

12 students

(Each coach with a caseload of 6 students, meeting once per week with each of these students)

Student Recruitment

CHS will take the lead on student recruitment through our Tier II Team, seeking input from Dooley Corp coaches on criteria and overall make-up of the group. The group is intended specifically for young men at CHS.

Progress Monitoring

CHS will offer progress monitoring through our Student Success Coordinator, in addition to seeking input from Dooley Corp Coaches regarding student experience, perceptions, etc.

Additions

To support the community and offer encouragement, food will be included when possible for the group sessions, in addition to small CHS items as students participate successfully (stickers, shirts, etc.)

Dooley Corp Coach On-Site Time Commitment

Coach 1: Group Session (1 hour per week); Individual Sessions (3 hours per weeks)

Coach 2: Group Session (1 hour per week); Individual Sessions (3 hours per weeks)

Total: 4 hours/week/coach @ 10 weeks (Total: 40 hours on-site for each coach)

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/15/2021

From: Luci Tolfa

Site(s) or Department: Aragon High

Number of Quotes: 1

Vendor/Contractor: Party Pals

Reason for proposal:

Rental of games for the Aragon Homecoming Dance on November 6, 2021.

Certificate of Insurance: CA000031380-03

Contract Amount: \$3,000.00

Funding Source: Fund 08, ASB

Approved by:

Luci Tolfa 10/15/2021

Personnel who oversees Site/Department budget

Vanessa Castano 10/18/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 10/18/2021

Director of Budget and Fiscal Services



27 Sheridan Street Vallejo, CA 94590

Office Phone 1-800-404-2414

24 Hour Emergency only 707-319-9166

Event Number: 6012

* Please note - Equipment not available for use prior to the Start time noted below

Event Date: November 6th, 2021

Event Day: Saturday

Delivery Time: 5pm

Set by: 6pm

Start Time: 7pm

End Time: 10pm

Strike: 10pm

Bill to:

Aragon High School
900 Alameda de las Pulgas
San Mateo, CA 94402

Event Site: Aragon High School - Center of School - Courtyard/Quad

Event Address: 900 Alameda de las Pulgas, San Mateo, CA 94402

Event Contact: Abigail Madrigal- Gonzalez Site/Cell Phone: 650-315-6159

Party Pals Rep: Scott Hutchins

Equipment and Services

Item Quantity	Item Description	Cost	Power Requirements
1	16 Player LED Foosball Table	\$ 1,275	10 amps
1	Giant LED Light Bright	\$ 1,500	10 amps
1	Air Hockey Table	\$ 475	10 amps
1	<Max Budget Discount>	<\$ 500>	
1	Delivery to San Mateo	\$ 250	N/A
		Total \$ 3,000	

Special Instructions:

In consideration of covenants contained hereto: Party Pals North General Partnership, herein as referred to as Party Pals, leases to the undersigned, upon terms and conditions set forth:

- ** **1. Discounts/Deposit/Payment:** A 50% deposit and signed event agreement are required to secure the equipment and or services contracted. Equipment and/or services shall not be considered reserved until the event agreement is signed and deposit received. The remaining balance is due upon delivery or as per a written event agreement. If payment not received upon agreed terms then interest will accrue at the rate of 1.5% per month or 18% per year on unpaid balance. In addition, any discounts itemized on the event agreement will be voided and the full itemized amount without any discount will be due if the payment for the goods and services are not received as agreed to in this event agreement. If Party Pals is required to incur attorney's fees in order to enforce this event agreement/contract, the undersigned agrees to fully reimburse Party Pals for such attorney fees and expenses. **2. Refund policy/Cancellation/Rain out:** If a rental is canceled less than 21 days before the scheduled event date, the deposit is forfeited. If a rental is canceled less than 48 hours before the scheduled event date, the entire balance is due. **Rain out-** If a rental is canceled due to rain, Party Pals must be notified 24 hours before the scheduled event delivery time otherwise the entire balance is due. **3. Overtime:** Overtime rates will be calculated based upon the original event duration and price, and shall be charged for each hour or portion thereof for equipment and/or services kept in operation beyond the scheduled event end time. **4. Permits/Licenses:** The renter shall assume all cost of any permits or licenses and responsibility to obtain permits/licenses if any required. **5. OSHA:** Client understands California and Federal OSHA laws and complies with all requirements of OSHA at the rental location. **6. Unsafe conditions:** Party Pals reserves the right to cancel and/or discontinue the use of equipment if conditions are deemed to be unsafe. This includes but is not limited to unsafe weather conditions (excessive wind, rain, lightning), unsafe set up area, misuse by participants or acts of God which cannot be predicted. **7. Damage/Accident:** The undersigned assumes all responsibility for any physical damage or loss to Party Pals equipment caused by the renter, member of the organization, guest or any third party. Electronic and other malfunctions are totally unpredictable and Party Pals can not be held responsible for any such malfunctions or acts of God that might prevent us from providing the contracted equipment and/or services. Should your event be affected by such an incident, Party Pals reserves the right to substitute an item of equal or greater value. If an item can not be substituted, a full refund shall be made of all moneys received and Party Pals shall not be held liable for further loss. Renter agrees that in the event of any accident, casualty resulting in bodily or property damages arising at the event, or any of the property becomes unsafe or in a state of disrepair, renter will immediately discontinue the use thereof and notify Party Pals. Renter shall not abuse, harm or misuse equipment. If renter is aware of any accident involving said equipment, renter shall provide Party Pals a written report of the accident within 24 hours including names and addresses of all persons involved and all witnesses. **8. Equipment Load in:** Client is responsible to be sure that the equipment ordered can be physically delivered at the scheduled time and location. **9. Assumption of Risk:** The undersigned acknowledges that the games entail known and unanticipated risks which could result in physical injury, paralysis, death, or damage to yourself, to property, or to third parties. Furthermore, that such risks simply cannot be eliminated without jeopardizing the essential qualities of the game activities. Renter hereby agrees to defend, indemnify and hold Party Pals harmless for all such cost, fees and expenses including attorney fees, should a claim be made against Party Pals by renter or third parties with regard to damage to individual, to property or related claims. Further, this defense, to indemnify and hold harmless shall extend to any event where Party Pals is required to enforce the terms of this Agreement.

Client Signature

Date 10-21-2021

**Full payment after the event is okay per Scott Hutchins 10/11/2021 with PO and signed contract on file with vendor.

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/18/2021

From: Imelda Gomez

Site(s) or Department: Capuchino High

Capuchino High

Number of Quotes: 1

Vendor/Contractor: Swank Movie Licensing

Reason for proposal:
Outdoor Movie License

Certificate of Insurance: n/a

Contract Amount: \$584

Funding Source: Fund 08 - ASB

Approved by:

Imelda Gomez 10/18/2021

Personnel who oversees Site/Department budget

Vanessa Castano 10/18/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 10/18/2021

Director of Budget and Fiscal Services

Annual Public Performance Site License Order Form

Please fax, email or mail form when complete.

SCHOOL INFORMATION

School Name: Capuchino High School
School District: San Mateo Union High School District
School Street Address: 1501 Magnolia Ave,
City: San Bruno State: CA Zip: 94066
School Phone Number: 650-558-2799 Fax Number: 650-558-2799
School Mailing Address: 1501 Magnolia Ave Mailing address for license if different from above:
City: San Bruno State: California Zip: 94066
Reason for Ordering License: Class bonding events
Notes: _____

Two contact names are required to best service your account. Please provide at least one school contact.

BILLING/RENEWAL CONTACT

This person will receive the invoice and renewal information packet.

Full Name: Imelda Gomez
Job Title: Site Acct Tech
Phone Number: 650-558-2720
Email: igomez@smuhd.org

MOVIE EVENT PLANNING CONTACT

This person will receive movie suggestions, copyright info and ideas to share.

Full Name: Drew Bynwater
Job Title: Teacher
Phone Number: 650-558-2799
Email: dbynwater@smuhd.org

☐ Please check this box if the Billing/Renewal Contact should also receive movie ideas and suggestions.

Additional email addresses for newsletters (if applicable): _____

SITE LICENSE DETAILS

Total Student Enrollment: 1200 Total Price: \$ 584
License Start Date: 10-9-21 Term of Agreement: ☒ 1 yr. ☐ 2 yr. ☐ 3 yr.
Your license will renew on this date.

PAYMENT OPTIONS

Bill Us:

☒ School at address above
☐ District office: _____
Attn to: _____
Address: _____
City, State, Zip: _____
Purchase Order #: _____
State Tax Exempt Number: _____

(Please include state issued exemption certificate)

Payment Included:

☐ Check enclosed (postal mail only)
☐ Credit card
Card Type: ☐ VISA ☐ MC ☐ AMEX ☐ DISCOVER
Card Number: _____
Expiration Date: _____
Name on Card: _____
Cardholder Signature: _____
Billing Zip Code: _____

SWANK
MOVIE LICENSING USA
10795 Watson Road
St. Louis, MO 63127-1012

1.877.321.1300
Fax: 1.877.876.9873
Website: swank.com/k-12-schools
Email: movielicensing@swankmp.com

For Office Use Only

Credit Card Auth #: _____
Order #: _____

Annual Public Performance Site License Terms & Conditions

INSTRUCTIONS AND GUIDELINES

This form must be completed before the license coverage can be processed. The start date for the license is yours to select. The agreement will run consecutively from the chosen date for the time period selected. Swank Movie Licensing USA does not provide a copy of the physical movie content; however, you may buy, borrow or rent physical copies of the movie or stream movies from any legal source. This license authorizes unlimited movie showings by anyone in the school buildings, regardless of whether or not they are affiliated with the school. The invoice and all licenses are sent directly to the billing/renewal contact listed on this agreement.

LICENSE AND COPYRIGHT RESTRICTIONS

This license is for K-12 schools only. Refunds are not granted after the license has been processed; however, you may request cancellation any time after the initial term of agreement. Movie showings must take place inside the school building. Coverage does **not** include outdoor events or showings off campus. In addition, the movies may not be altered, duplicated, digitized or transmitted electronically in any form without specific permission from the copyright owner. Swank Movie Licensing USA has the right to add or delete any studio throughout the course of the license period. A current list of available studios can be found on our website.

ADVERTISING GUIDELINES

We encourage you to print publicity materials from swank.com/k-12-schools to advertise the movie in your facility or to pass out directly to students and staff. You are permitted to use the studio approved images provided by Swank. Please note that these images may not be edited or altered and must include the © symbol and the studio name. Advertising movie showings via on-premises signage, the school specific website, email targeted to families of students, school specific social media accounts or direct mail to enrolled student's families is acceptable.

FUNDRAISING AND DONATIONS

When fundraising at movie events, an unlimited amount of funds can be raised for the school. These funds can come from suggested donations, concessions, giveaways, and more. Some popular event ideas are Dinner and a Movie (charging for dinner), Parent's Night Out (charging for childcare), or Book to Movie themed showings (bringing a book to donate to the library).

RENEWAL OF YOUR LICENSE

This Public Performance Site License is scheduled to renew at the end of your selected initial agreement. You may, however, request cancellation any time after the initial term of the agreement. Approximately one month prior to expiration, the renewal packet will be mailed. Any changes to the list of licensed schools need to be submitted prior to the current license expiration. As long as payment is made promptly, your district will remain in compliance without interruption. Requests for cancellation may be made by calling toll-free **1.877.321.1300** or emailing: moviellicensing@swankmp.com

I have agreed to the Terms & Conditions as outlined above and authorize Swank Movie Licensing USA to process my request as completed.

Signature: 

Today's Date: 10-21-2021

Print Name: Kevin Skelly

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/20/2021

From: Curriculum

Site(s) or Department: District Office

Number of Quotes: 1

Vendor/Contractor: WhyTry

Reason for proposal:
WhyTry Contract

Certificate of Insurance: n/a

Contract Amount: \$7,000

Funding Source: Curriculum

Approved by:

Sonia Gill 10/20/2021 Veronika Espinoza 10/20/2021

Personnel who oversees Site/Department budget

Vanessa Castano 10/21/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 10/21/2021

Director of Budget and Fiscal Services



WhyTry Quote (Group License up to 20 staff)

San Mateo Union High School

District

650 North Delaware Street
San Mateo, California 94401

Sonia Gill

Administrative Assistant

sgill@smuhds.org
650-558-2253

Reference: 20211020-102002130

Quote created: October 20, 2021

Quote expires: January 18, 2022

Quote created by: Jake Thibault

Regional Program Director

jake@whytry.org

+1 (801) 705-6151

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
WhyTry Group License A Includes access to the WhyTry Online Curriculum for up to 20 staff for the 2021-2022 school year	WTGLA	1	\$7,000.00	\$7,000.00

Subtotals

One-time subtotal \$7,000.00

Total \$7,000.00

Questions? Contact me



Jake Thibault

Regional Program Director

jake@whytry.org

+1 (801) 705-6151

WhyTry LLC

5455 North River Run Drive

Provo, UT 84604

US

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/20/2021

From: Instruction/Communications

Site(s) or Department: District Office

Number of Quotes: 1

Vendor/Contractor: ThoughtExchange

Reason for proposal:

ThoughtExchange Contract for 10/1/21-6/30/22

Certificate of Insurance: n/a

Contract Amount: \$10,800

Funding Source: Communications & Assistant Sup. Admin account

Approved by:

Sonia Gill 10/20/2021 Veronika Espinoza 10/20/2021

Personnel who oversees Site/Department budget

Vanessa Castano 10/21/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 10/21/2021

Director of Budget and Fiscal Services

**Fulcrum Management Solutions Inc.
 ThoughtExchange® Terms of Service Agreement**

This document and its related documents form an agreement between Fulcrum Management Solutions Inc. and you, San Mateo Union High School District. This document provides the specifics of your agreement; the following documents are incorporated by reference into your agreement: Attachment 1 is a description of the services you have purchased, and Attachment 2 is our terms of service. In the event of a disagreement between this document and the attachments, this document takes precedence.

This is not an invoice. See below for invoicing details.

Pricing

ThoughtExchange Services	Pricing*
1 ThoughtExchange Small Room (up to 5 Leaders) \$2,000.00 per month – 9 months (October 1, 2021 to June 30, 2022)	\$18,000.00
One-Time Discount	(\$7,200.00)
Subscription Total	\$10,800.00

*Pricing in US Dollars

Payment & Term

Your total fee is 10,800.00 US Dollars. An invoice, showing applicable taxes, will be provided and due upon acceptance of this agreement.

Your ThoughtExchange Services subscription begins on October 1, 2021 and expires June 30, 2022.

This agreement must be accepted by October 31, 2021 to be valid.

[Signature Page to Follow]

FULCRUM

Management Solutions Inc.

DBA  **ThoughtExchange****Acceptance**

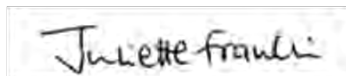
Please indicate your acceptance of this agreement (including the attachments) by signing below and returning this cover page to us. By signing you represent that you are authorized to agree to this agreement on behalf of San Mateo Union High School District. Payment also indicates acceptance of these terms.

San Mateo Union High School District/sig/ /name/ /title/
/date/Fulcrum Management Solutions Inc.
/

By:



By:



San Mateo Union High School District

Kevin Skelly

Print Name Above

Juliette Franklin

Print Name Above

Superintendent

Title

VP Finance

Title

10-22-2021

Date

October 19, 2021

Date

ThoughtExchange® Services – Attachment 1

ThoughtExchange

ThoughtExchange is a hosted Software-as-a-Service platform. ThoughtExchange allows Exchange Leaders to engage with Participants in structured online interactions. We call each of these interactions an Exchange. Each Exchange is created by an “Exchange Leader” designated by you, our customer. A “Participant” is any other person who participates in the Exchange.

Exchange Leaders and Participants can access ThoughtExchange via most popular web browsers on standard desktop and mobile platforms (see <https://get.thoughtexchange.help/hc/en-us/articles/226950227-Supported-browsers-and-devices> for a list of supported platforms).

Room Subscription

ThoughtExchange Rooms are virtual environments allowing Exchange Leaders to launch Exchanges to engage participants in meaningful conversations about decisions impacting them.

You have purchased one or more Room Subscriptions. A Room allows the number of Exchange Leaders (specified on the cover page) to create unlimited Exchanges, any of which can be active at the same time. Rooms are collaborative environments. Exchange Leaders who have access to a given Room are able to access and work with all Exchanges created in the Room.

Core Features and Services

Exchange Leaders: Each holder of an Exchange Leader account can create their own Exchanges and have access to special ThoughtExchange features.

Unlimited Participants per Exchange: Exchanges have no limit on the number of participants, although Exchanges including more than a few thousand participants we recommend contacting our customer support team.

Unlimited Exchanges: An Exchange Leader can create an unlimited number of Exchanges.

Unlimited Report Creation: Create an unlimited number of printable, downloadable, or web-based reports.

Multilingual: The ThoughtExchange user interface runs natively in either English, French, or Spanish. Exchanges can be created where Participants can participate in the same Exchange in any language that Google Translate supports.

Analytics and Data Visualization: You have access to analytics and data visualization that is automatically generated by the software. This includes our presentation mode functions and AI-generated theming technology.

Phone, Chat, and Email Support: These are available to you during regular working hours.

Access to Customer Success: Ensures your Exchange Leaders get the training, support, and access to resources in order to run successful Exchanges.

Access to Events and Resources: Engage with your peers, learn from industry leaders, and identify new ideas to better engage with your community and organization.



Administrative Controls: Increased security controls to provide maximum protection. Adjust Room names, registration requirements, set domain restrictions, and add/remove Exchange Leaders.

Machine Moderation: Access to our machine moderation technology which can review thoughts that appear toxic, or that name people explicitly, before they are shared in the Exchange. This allows Exchange Leaders additional security and an opportunity to keep the Exchange a safe space.

Survey Questions: Up to 10 survey-style (multiple choice) questions, allowing for additional filtering of your Exchange data for deeper analysis.

Custom Logo: Add your logo on your exchanges and Summary Reports.

Participant Grouping: Create custom participant groups within a single exchange to keep participant thoughts and ratings contained and be able to compare trends between groups.

ThoughtExchange® US Service Terms – Attachment 2

1. Scope of Agreement

1.1 Fulcrum Management Solutions, Inc., a Delaware corporation (“Fulcrum” or, alternatively, “we” or “us”), markets and sells subscriptions to the online software platform called Thoughtexchange and various online services offered as part of the platform (“Software Services”). We provide one or more types of subscription each having its own set of Software Services. These Software Services are described more fully in Attachment 1.

1.2 This document is attached to a signed cover page and Attachment 1 that incorporates these terms. The cover page sets forth the price and other details of the subscription that you have purchased, and Attachment 1 identifies the particular Software Services you have purchased. The cover page, together with Attachments 1 and 2, constitutes our Agreement for any Software Services that we provide to you.

2. Precedence of Terms

2.1 While this Agreement sets forth the terms under which we provide Software Services to you our customer, the use of the Thoughtexchange online platform by individuals to whom you provide access to lead or participate in an exchange, is governed by our Participant and Leader Terms of Use (the “Terms of Use”).

2.2. The Terms of Use provides protections for Participant privacy, prevents abuse of the platform by Participants and limits our liability and yours to Participants and Leaders. We intend for this Agreement, and not the Terms of Use, to govern the relationship between us. Accordingly, if there is conflict between a term set forth in this Agreement and a term set forth in the Terms of Use:

- a) the term contained in this Agreement takes precedence as between us, and
- b) the term set forth in the Terms of Use takes precedence for Participants.

2.3 Our current form of Terms of Use can be found at <https://terms.thoughtexchange.com>.

We may change our Terms of Use from time to time, and we will notify you as early as is commercially reasonable of any upcoming change. No such change will have the effect of changing this Agreement.

3. Exchange Leaders

3.1 Thoughtexchange is a hosted Software-as-a-Service platform. Thoughtexchange allows users to engage with others in structured online interactions. We call each of these interactions an Exchange. Each Exchange is created by an “Exchange Leader.” A “Participant” is any other person who participates in the Exchange.

3.2 Access to Exchange Leader features is through one or more accounts authorized by you, our customer, and associated to an email address. At any given time, you may only provide access through the number of email addresses for which you have purchased Exchange Leader accounts. You can add or change the email addresses designated as Exchange Leader accounts. There is no limit on how often you can change these addresses.

3.3 Cancellation, or failure to renew your subscription, will result in suspension of any accounts that you have purchased, either at the time of cancellation or at the end of your current Subscription Period.

3.4 The terms of this Agreement do not permit you to: (a) sublicense the Thoughtexchange platform or any related services; (b) transfer or otherwise grant any rights in or to your right to access and use the Thoughtexchange platform or any related services to any other person; (c) provide Exchange Leader account access to any person outside your organization other than your consultants or similar individuals who are in a fiduciary relationship with you; or (d) run, facilitate, analyze or present any Exchanges on behalf of any third-party. If you wish to do any of the foregoing, you must enter into a separate sales partner agreement with us.

4. Term of Software Services

4.1 The services described in this Agreement are only available to you during the Subscription Period provided on the cover page. If your subscription is terminated for any reason, our obligation to provide services terminates on the effective date of termination of your subscription.

4.2 In providing services to you, our relationship to you is that of an independent contractor. It is not the intent of either party to create a relation of employment, partnership, agency or joint venture. Except as specifically set forth in the cover page, we will bear all expenses incurred in connection with the services.

4.3 You may cancel your subscription at any time during your Subscription Period by providing us with written notice. No refund is payable of any subscription fees already invoiced or paid. We may cancel your subscription at any time and will issue a refund pro-rated based on the number of months remaining to the end of your Subscription Period.

5. Ownership of Content

5.1 You own all visual, written or audible communications and any other material that is produced by you and your Exchange Leaders, stored under your account or published in one or more of your Exchanges. You also own the rights to content created or provided by Participants as part of an Exchange that is licensed to you under the Terms of Use. (All of the foregoing is collectively referred to as "Content.") As part of your subscription, we provide hosting for your Content as well as the tools to create and manage your Content.

5.2 Other material specific to you that we create in providing your services (including, but not limited to, text, graphics, logo, pictures, audio and video) is also owned by you, and you have the right to use it as you see fit following termination of this Agreement.

5.3 All designs, templates, general graphics (i.e. graphics not directly pertaining to your organization) or method of presenting data (e.g. infographics), whether or not created with your input and or assistance, to the extent they do not contain content specific to you, are our property and can be re-used by us for any purpose.

5.4 By way of example, and not limitation, of the foregoing:

- a) You own the specific results and the specific visualizations of the results of your exchanges. We retain ownership of the analytic processes and mechanisms of visualizations even if these were developed or improved in conjunction with you.
- b) Once a customized report or presentation of your exchange results has been completed, it is your property and you may make use of it as you wish. We retain ownership of the design of the report to use as a template for other reports with other customers, even if the design was developed or improved in conjunction with you.

6. Responsibility for Content

6.1 You are solely responsible for any liability arising from your Content. We do not guarantee the accuracy, integrity or quality of any Content.

6.2 While we make a reasonable effort to be compliant with the data access laws in all jurisdictions in which we have a significant number of customers, you are ultimately responsible for following the laws in your state, province or country, including any legal requirements concerning data access. We do not guarantee the availability of our Software Services in all countries and they may not be available for use in any specific jurisdiction.

6.3 You and your Leaders and Participants also control the privacy of your Content. We have no responsibility for Content disclosed by you, your Leaders or Participants.

6.4 We will use commercially reasonable efforts to ensure that only Participants and Leaders authorized by you have access to your Content and to maintain the privacy of your Content stored on the Thoughtexchange platform.

6.5 Except as permitted by this Agreement or otherwise required by law, we will not share your Content with any third party without your permission. If you grant us permission to use this information publicly you agree this information may be used by us for all business purposes, without any accounting or any payment to you, unless otherwise arranged at the time permission was given. "Permission," as used in this agreement, means written permission including email.

6.6 You acknowledge and agree that we may cooperate with any governmental authority in connection with any investigation into your use of our services, including use in contravention of applicable laws, and may, in accordance with applicable laws, disclose any Content, and any other information pertaining to you or to your use of our services to such governmental authority in connection with any such investigation. Notice of our cooperation with any such investigation will be provided to you where reasonably possible.

7. Use of Content

7.1 You agree that we have the right to use Content for the following purposes:

- a) to monitor and manage usage by Leaders and other terms and conditions of this Agreement;
- b) to extract statistical summary data (numerical values summarizing usage and not including any textual information entered by your Leaders and Participants), combine the data with data from other customers, and to share this data, from which all customer identifying information has been removed, publicly;
- c) to troubleshoot problems or assist your Leaders and Participants; or
- d) to improve our products and services.

7.2 You agree that we have the right to monitor your use of our services to ensure your compliance with this Agreement, or to comply with any law, order, or requirement of any court or government authority.

7.3 If you give us permission to use your Content we may then publish it for our own marketing purposes without further notice to you. You will be able to share the results with Participants or the public as you think best. If you share your Content publicly it is deemed to be in the public domain and we may then share with others as we wish.

8. Content Deletion

8.1 We will maintain the Content from your Exchanges for six (6) months following termination of your subscription. Prior to termination of your subscription, you may obtain copies of your Content using the data download feature. After termination, providing the data has been maintained, we will provide you with a copy of your Content upon written request.

8.2 Termination of your subscription will also result in the termination of hosting of Content outside of the Thoughtexchange platform. We will maintain this hosted Content for six (6) months following termination of your subscription. Prior to deletion, you may obtain copies of your hosted website or the Content from any such service by making a written request to us.

8.3 After six (6) months we may, at our discretion, permanently delete your Content. We do not guarantee to maintain your Content after cancellation or the end of your term. We may, at our discretion, keep your Content for an indefinite amount of time so that, should you renew, you will have access to your Content. Note that the more time passes the less likely we are to maintain your Content, and even if we do maintain your Content, as time passes it become less likely that your Content will be useable due to system changes, upgrades etc.

8.4 At any time you may request in writing for us to delete your Content. We will delete all copies of your Content in our possession.

9. Confidential Information

9.1 In the course of providing services, you may provide us with certain confidential information, including but not limited to the personal information about your Leaders and Participants and information about your organization not directly related to your Exchange, that is marked confidential or is received under circumstances that would reasonably lead us to understand that it is confidential (your "Confidential Information").

9.2 Similarly, we may provide you with confidential information, including information about the Thoughtexchange platform and related services and information related to our business such as market position, customers, pricing, that is marked confidential or is received under circumstances that would reasonably lead you to understand it to be our confidential information (our "Confidential Information").

9.3 We each agree not to disclose the Confidential Information of the other to any third party without permission. We each agree to protect the Confidential Information with at least the same degree of care that we use to protect your own Confidential Information, but not less than a reasonable degree of care under the circumstances.

9.4 Neither of us shall be liable for the disclosure of the Confidential Information of the other that is:

- a) in the public domain other than by a breach of this Agreement;
- b) rightfully received from a third party without any obligation of confidentiality;
- c) rightfully known without any limitation on use or disclosure prior to its receipt;
- d) independently developed by our respective employees;
- e) generally made available to third parties by the owner without restriction on disclosure; or
- f) otherwise required by law to be disclosed.

9.5 Specifically with respect to email addresses that you provide to us, we agree that we will not use such email addresses for anything other than directly providing services under this Agreement, unless, and only to the extent, you ask us to or grant us permission to do so.

9.6 If you grant us permission to use information publicly, you agree this information may be used by us for all business purposes, without any accounting or any payment to you, unless otherwise arranged at the time permission is given.

9.7 You agree that we may publish or disclose your name (or, if you are a company or agency, the name of your company or agency) as a client on our website or in written or verbal communications to other existing or prospective clients. No other information will be disclosed. If you do not want your name published or disclosed, you may deliver notice in writing to us and we will agree to keep this information confidential until or unless such request is revoked.

9.8 All terms of this Agreement are confidential between us, and, with the exception of our respective advisors and other agents having an obligation of confidentiality, are not to be discussed with anyone outside of our respective organizations.

10. Student Data Privacy

10.1 We acknowledge that, in order to provide the services described in this Agreement, we may receive data that are covered by the Federal Educational and Privacy Rights Act ("FERPA") at 12 U.S.C. 1232g, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h.

10.2 We agree that in providing the services, we will be under your direct control and supervision with to the use and maintenance of student records and the personally identifying information contained in those records.

10.3 We further agree that, subject to the truth and accuracy of the following representations and warranties, we are in compliance with the above laws.

10.4 In entering into this Agreement, you represent, warrant and agree that:

- a. You have hired us to perform a service for which the district would otherwise use its own employees.
- b. You have previously provided us with an accurate copy of your most recent annual notification of FERPA rights.
- c. You are not hiring us to create exchanges other than for the exclusive purpose of developing, evaluating or providing education products or services for students or schools.
- d. If you ask us to collect information governed by COPPA, that you are validly exercising consent on behalf of the parents of every student for which information is provided.

11. Indemnification

11.1 You and we each agree to defend, indemnify and hold the other harmless against and in respect of any loss, damages, obligation, penalty, deficiency or liability (including, without limitation, attorneys' fees) imposed upon, incurred by or asserted against one of us that are finally determined to result from the other's material breach of any provision of this Agreement or its failure to meet its obligations to or perform any acts required under this Agreement, except to the extent such loss is caused by the acts or omissions of, or misrepresentations by, the non-breaching party, its employees or agents or third parties.

11.2 If any demand, claim or suit is asserted or instituted with respect to which any party may be entitled to indemnification under this Agreement, then the party liable for indemnification shall notify the party entitled to indemnification of the full details to the extent then known. The party entitled to indemnification shall be entitled at its own expense to employ counsel to defend such demand, claim or suit or to participate in the defense of such asserted demand, claim or suit. Any proposed settlement of any such demand, claim or suit must be approved by both of us. We agree to cooperate in good faith in the defense or settlement of any such demand, claim or suit.

12. Warranty and Limitation of Liability

12.1 Because the technologies underlying Software Services such as Thoughtexchange are inherently complex, we cannot warrant that the Software Services will be entirely error-free or will operate without interruption. We warrant that during your Subscription Period the Software Services will be free from significant defects. Our sole responsibilities in the event of an error or defect in the operation of the Software Services are:

- a) to use reasonable efforts to correct significant defects without charge; or
- b) to refund a portion of the subscription price, pro-rated from the time such defects are first brought to our attention, and terminate your subscription.

12.2 All advice provided by us is "as-is" and reflects our best judgment based on the information available to us at the time. You are solely responsible for the consequences of acting on our advice.

12.3 IT IS UNDERSTOOD AND AGREED THAT EITHER PARTY'S LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE FEES PAID BY YOU FOR SERVICES PROVIDED OVER THE PRIOR TWELVE (12) MONTH PERIOD. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR DAMAGES. THE PRICE STATED FOR THE PRODUCTS IS A CONSIDERATION IN LIMITING FULCRUM'S LIABILITY.

13. General

13.1 This Agreement constitutes the entire agreement between us and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of this Agreement. The rights and obligations under Sections 5 through 12 shall survive termination of this Agreement.

13.2 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, without reference to any conflict-of-laws principles. You irrevocably submit to the personal jurisdiction of the U.S. federal and state courts in King County, Washington for any action or proceeding arising out of, or based upon, this Agreement, and waive any objection to the laying of venue in such courts or that any such court constitutes an inconvenient forum. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.

13.3 In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the parties' original intentions and the remainder of the provisions shall remain in full force and effect.

13.4 Either party's failure to insist upon or enforce strict performance of any provision of this Agreement does not mean that either party has waived any provision or right in this Agreement.

13.5 Neither the course of conduct between you and us nor trade practice shall act to modify any provision of this Agreement. This Agreement may only be amended by written agreement between all parties. You may not assign or transfer this Agreement without our prior written consent.

13.6 This Agreement inures to the benefit of and is binding on our respective successors and assigns.

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/20/2021

From: Linda Carlton

Site(s) or Department: M&O

Number of Quotes: 3

Vendor/Contractor: American Asphalt

Reason for proposal:

Asphalt work to reopen and backfill for the emergency fire system leak repairs in the Crestmoor (old PHS) School Bus Loop

ER PO#ERCREST10042021

Certificate of Insurance: 1592140948

Contract Amount: \$21,939.00

Funding Source: General Fund - Maintenance

Approved by:



10/20/2021

Personnel who oversees Site/Department budget

Vanessa Castano

10/21/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

10/21/2021

Director of Budget and Fiscal Services

24200 Clawiter Road
P.O. Box 3367
Hayward, CA 94540



Tel: (510) 723-0280
Fax: (510) 723-0288
License No. 439591

Date: 10/18/2021

American Asphalt
Repair & Resurfacing Co., Inc.

Proposal #: PR-23364

Estimator: Sean Kunz
Cell: (510) 774-0380
sean@americanasphalt.com

Proposal & Contract

0000#1

Billing Address:

San Mateo Union High School District
Brad Barncord
839 Hinckley Road
Attn: M&O - Cynthia Chu
Burlingame, CA 94010
bbarncord@smuhd.org
Phone: 650-642-7626

Property Address:

Crestmoor
2322 Crestmoor Drive
San Bruno, CA 94066
Project Name:
Crestmoor - Asphalt Project 2021

crestmoor

WO #61156

PR PO# ECR CREST/0042021

Sq Ft.	Scope of Work	Unit	Total
2,100 SF	Based on quantities and scope of work provided by School District, American Asphalt will furnish and install prevailing wage labor, materials, equipment and services as required to complete our portion of the project as follows:		
	Asphalt Repairs (4 inches) : : Remove 1 designated area (est 28'x75') of failed asphalt up to a depth of 4 inches and off-haul. Regrade and recompact existing base. Tack coat all edges with SS-1 oil. Furnish and install 4 inches of compacted Asphalt Concrete in 2 lifts for maximum compaction. Back fill with baserock if needed on exposed area due to plumbing leak.	L/S	\$20,139.00
	Striping : Re-stripe asphalt repairs area. Yellow Lines	L/S	\$1,800.00
	Note: If Petromat Fabric is encountered in the removal of the failed asphalt, an additional charge will be imposed by the landfill or asphalt plant, which will be passed on to the owner. NOTE: Price is based upon weekday work NOTE: Seal Coat Price is based on 1 move-in.		
	Total Bid		\$21,939.00

PAYMENT TO BE MADE AS FOLLOWS:

NET UPON COMPLETION

As a California Contractor, work is warranted against failure due to poor workmanship or faulty material, for a period of 1 year.

However, we will offer a **THREE-YEAR WARRANTY** provided payment is made per terms. Non-payment per terms voids the extended warranty.

ACCEPTANCE OF PROPOSAL All the terms and conditions set forth on the reverse side of this Proposal and Contract are incorporated herein by reference and have been read and understood by the undersigned. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Prices quoted are valid for 30 days.

**Sign
& Date**

Authorized Customer Signature

Date

American Asphalt Signature

Date

\$10.44 a ft

PROPOSAL CONTRACT

Proposal #: 042715
 Customer: San Mateo Union High School
 839 Hinckley Road
 Burlingame, CA 94010
 Attn: Brad Barncord
 Bus: (650) 558-2471
 Mob: (669) 888-5261
 Email: bbarncord@smuhsd.org
 Fax:

Date: 10/13/2021
 Est. Code: SMUHSD-Crestmoor AC
 Job Site: Peninsula High School
 300 Piedmont Ave.
 San Bruno, CA 94066
 Job Contact: Brad Barncord
 Bus: (650) 558-2471
 Mob: (669) 888-5261
 Email: bbarncord@smuhsd.org
 Fax:



Quantity	Description	Total
	DRYCO will complete the specified work at the above job address as follows:	
2,700 SF	Asphalt Remove & Replace: Grind and remove one 30' x 90' section of failed pavement. Off-haul and dispose of debris. Excavate and recompact subbase then place and compact 6" of new hot-mix asphalt paving in two separate lifts.	\$27,135
LS	Restripe Existing : Restripe any existing pavement markings affected by this repair work.	\$2,200
	All labor is priced using Certified/Prevailing wages, based on one weekday mobilization.	

DRYCO's Authorized Representative:

Alan DalMaso
 Alan DalMaso, Estimator

DRYCO proposes to complete the above work for the sum of \$29,335

Note: This proposal may be withdrawn if not accepted within 30 days.

Customer Signature:

San Mateo Union High School District

Date:

Payment Terms: DUE UPON RECEIPT OF INVOICE

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and hereby accepted. DRYCO is authorized to do the work as specified. By signing this proposal, you are agreeing to our terms & conditions.

\$10.86 a/y

Q00#3

Job No. SMUHSD

BAY AREA PAVING COMPANY

P.O. Box 340 · San Carlos, CA 94070 · Tel (650)341-0351 · bayareapaving@comcast.net

License #250290 Class A

TO: Job Owner SAN MATEO UNION HIGH SCHOOL DISTRICT
Address 300 PIEDMONT AVENUE, SUITE415
SAN BRUNO, CA 94066
BRAD BARNCORD 558-2471 bbarncord@smuhd.org

PROPOSAL · CONTRACT · WORK ORDER

We hereby agree to furnish all labor, materials and equipment for the completion, in a good workmanlike manner, of the following described work:

Job Location: CRESTMOOR HIGH SCHOOL SAN BRUNO, CA

SAW CUT AS NEEDED, EXCAVATE DOWN TO 6" BELOW FINISH GRADE FOR A 90 X 30 FOOT AREA.
HAUL OFF SITE THE SPOILS, RECOMPACT THE BASE, OIL THE VERTICAL EDGES AND PAVE IN
TWO LAYERS WITH 6" OF HOT ASPHALT, ROLLED AND COMPACTED. SAND SEAL THE FINISHED
PAVING JOINTS.....\$ 29,898.00

Work Not Included:

Our price for the above is: AS SHOWN ABOVE

The amount to be payable as follows: UPON COMPLETION

BAY AREA PAVING COMPANY

Dated: OCTOBER 14, 2021

By: _____

Acceptance

We accept the above proposal. You are authorized to perform the work described herein, and we agree to pay the stated amount in accordance with the terms set forth. Terms and conditions on the reverse side are deemed to be incorporated herein and made a part hereof.

Owner's P.O. No. _____

(Owner) (Prime Contractor)

Dated: _____ 20____

By: _____

Phone No. _____

\$11.07 14

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/18/2021

From: Luci Tolfa

Site(s) or Department: Aragon High

Number of Quotes: 1

Vendor/Contractor: Your Party Rental Company

Reason for proposal:

Rental and set up of lights for the Aragon Homecoming Dance on November 6, 2021.

Certificate of Insurance: MP0032011000620

Contract Amount: \$2,812.50

Funding Source: Fund 08, ASB

Approved by:

Luci Tolfa 10/18/2021

Personnel who oversees Site/Department budget

Vanessa Castano 10/21/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 10/21/2021

Director of Budget and Fiscal Services

Quote



Your Party Rental Company

360 Shaw Road Suite D
 South San Francisco, CA 94080
 Phone: 650-588-2420 Fax: 650-588-9506
 Email: ypr@yourpartyrentalcompany.com
 Web: www.yourpartyrentalcompany.com

Order #	83993	Invoice #	
Del/Pickup	Nov 5, 2021 Fri to		
Event	Nov 6, 2021 Sat		
PO No:			

Bill To
Melissa Perino Aragon High School 900 Alameda De Las Pulgas San Mateo, CA 94402 6505582999

Ship To
Aragon High School 900 Alameda de las Pulgas San Mateo, CA 94402 Center Court

Setup Friday 11/5 @
Event Saturday 11/6 7pm - 10pm
Pickup Monday 11/8 @ 7am

Description	Qty	Rate	Amount
Lighting, Market, Per Foot	950	2.75	2,612.50

PLEASE SIGN & RETURN BY FAX TO CONFIRM ORDER

I/We agree not to hold Your Party Rental Company responsible for any injury or accident resulting from use of said equipment. We agree to discontinue use of said equipment if it should become unsafe while in our possession, and return it at once. We agree that said property was personally examined by us and found to be in satisfactory condition. We agree to pay all rental fees and or collection, attorney, court cost involved in collection of rental charge. Upon termination of this lease, we agree to return all equipment and pay for any lost and/or damaged equipment while same was in our possession. Equipment subject to recount back at store. Equipment charges on time elapsed, whether used or not.

Item Total:	2,612.50
Discount:	0.00
Service Charge*:	0.00
Delivery Charge*:	<u>200.00</u>
Sub-Total:	<u>2,812.50</u>

Return	Nov 8, 2021 Mon 08:00 AM
Rep	KateM2

Gratuity:	<u>0.00</u>
Total:	<u>2,812.50</u>
Payments/Credits:	<u>0.00</u>
Balance Due:	2,812.50

Signature
 Date 10-22-2021

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/18/2021

From: Linda Carlton

Site(s) or Department: Hillsdale High

Number of Quotes: 1

Vendor/Contractor: West Coast Cranes

Reason for proposal:

To relocate back x3 Athletics and Ops sheds post asphalt work

Certificate of Insurance: 21/22

Contract Amount: \$1,770.00

Funding Source: General Fund - Maintenance

Approved by:



10/18/2021

Personnel who oversees Site/Department budget

Vanessa Castano

10/21/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

10/21/2021

Director of Budget and Fiscal Services

WEST COAST CRANES, INC.

2144 O' Toole Avenue, San Jose, CA 95131

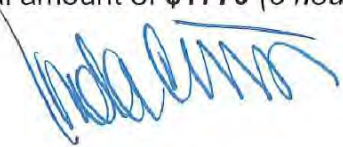
October 5, 2021

Billy DeKom

SMUHSD

Project: 3115 Del Monte St San Mateo Ca

Project Description: Provide (1) hydraulic crane and operator to relocate (3) sheds (5000lbs max weight at 60ft max radius). This work shall be performed on straight time hours, in (1) mobilization, for the total amount of **\$1770** (3 hours maximum hook time). **Please note qualifications.**



Qualifications:

- A) Above pricing is based on the maximum crane radius, maximum weights, and hoisting times indicated. **Additional time incurred shall be invoiced at the appropriate rate.**
- B) Clear access to crane set points, to maintain above maximum radius, shall be provided and maintained by others.
- C) West Coast Cranes, Inc. shall not accept liability for damage to driveway, hardscape, landscape, or underground utilities due to the size and weight of our equipment.
- D) 24 hours' notice is required for delivery of any equipment to be stored in our yard.

Thank you for the opportunity to submit this quotation, if you should have any questions, please contact me at 408.391.9859.

Sincerely,

Mike Lamb
Project Manager
West Coast Cranes, Inc.

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/18/2021

From: Linda Carlton

Site(s) or Department: Hillsdale High

Number of Quotes: 1

Vendor/Contractor: Brayer Electric

Reason for proposal:

To replace AD400 door lock and integrate DNA Fusion for CR 247

Certificate of Insurance: 1841018080

Contract Amount: \$2,879.00

Funding Source: General Fund - Maintenance

Approved by:



10/18/2021

Personnel who oversees Site/Department budget

Vanessa Castano

10/21/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

10/21/2021

Director of Budget and Fiscal Services



**Brayer Low
Voltage Systems**

Bid Date:8/9/21

Project:	San Mateo Unified High School District HHS AD400 – Door 24	Bid No #21-LV-74
----------	---	------------------

Dear Billy,
Brayer Electric Low Voltage is pleased to provide the Low Voltage quote with description of work for the above referenced project.

INCLUSIONS:

- o Labor and Materials to Replace Existing AD400 Lock with New AD400 Lock (Schlage Part #AD-400-993R-70-MT-RHO-626-JD-RHR-4B-134)
- o Labor to Configure New Lock with DNA Fusion

TOTAL BASE QUOTATION.....\$2,879.00

CLARIFICATIONS:

- 1) All required work to be performed on straight time. Over-time is additional cost.

EXCLUSIONS:

- Overtime
- Utility fees
- Conduit, Raceways, and Pathways
- Hidden conditions
- Mechanical control wiring
- Bonding
- BIM Coordination
- Cutting, patching, painting, or surface restoration of any kind

K. H. H. H.

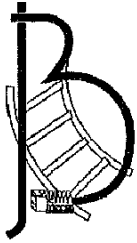


SAFETY STANDARD: All Brayer Electric Company work practices to comply with NFPA 70E. Unless noted above it is assumed that all work quoted here will be completed in a de-energized state. A Method of Procedure (MOP) and the use of Personal Protective Equipment (PPE) will be used as necessary any time work is performed on energized connections. This may result in additional costs.

Low Voltage Design & Installation

15095 Wicks Boulevard
San Leandro, CA 94577-6621

1-800-581-2544
www.BrayerElectric.com



**Brayer Low
Voltage Systems**

Terms and Conditions: All work to be completed in professional manner consistent with industry standards and business practices. Any changes required to the Scope may result in additional fees. Payment terms are Net 30 from the date of invoice. In the event payment is not received according to Terms, Brayer Electric may assess interest at the rate of 1% per month. If legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to all attorney's fees, in addition to any other relief which may be entitled. Brayer Electric warrants all Labor for one year from completion of project. Signature of this document constitutes agreement to proceed.

If you should have any questions, or would like to meet regarding this project please do not hesitate to give me a call at (415) 405-5355.

Sincerely,

Matt Gose
Brayer Low Voltage Systems

Low Voltage Design & Installation

15095 Wicks Boulevard
San Leandro, CA 94577-6621

1-800-581-2544
www.BrayerElectric.com

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/18/2021

From: Linda Carlton

Site(s) or Department: Transportation

Number of Quotes: 1

Vendor/Contractor: Donlee Pump

Reason for proposal:

To repair unleaded gas pump dispenser

Certificate of Insurance: 735

Contract Amount: \$2,777.15

Funding Source: General Fund - Transportation

Approved by:



10/18/2021

Personnel who oversees Site/Department budget

Vanessa Castano

10/21/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

10/21/2021

Director of Budget and Fiscal Services



2825 Railroad Ave., Ceres, CA 95307
C.L. No. 432089

Date: October 13, 2021

Attn: Michael Bumanlag
San Mateo Union High School District
991 E. Poplar Avenue
San Mateo, CA 94401
Email: mbumanlag@smuhd.org
Office: 650-558-2443
Cell: 650-280-8140

Site Address:
San Mateo Union High School District
991 East Poplar Avenue
San Mateo, CA 94401

Proposal requested: Repair Wayne S1 pump reset.

Description of materials and services to be provided:

1. Provide Parts and Labor to repair reset switch on Wayne S1 Dispenser. This will repair the following concerns:
 1. When lifting the lever, the pump does not activate.
 2. The meter does not zero out.
 3. Amount of fuel dispensed is not correct.

PROPOSED AMOUNT: \$ 2,777.15

(Proposal Terms: Invoice due upon completion.)

Notes and Exceptions:

1. Customer responsible to provide/procure any plans, permits, and/or authorizations required.
2. Donlee Pump not responsible for any required repairs not included in this proposal.
3. Price includes Prevailing Wage Rates
4. Payments made for project using credit card will incur a convenience fee of \$80.00.
5. Prices quoted above good for 30 days.

If you need anything further, or have any questions, feel free to contact me.
Respectfully,

David P. Harris
Donlee Pump Company, Inc. (California ConVault)
2825 Railroad Ave.
Ceres, CA 95307
Ph: 209-537-9396
Fx: 209-537-9398
daveh@donleepump.com



Proposal accepted by:  Date proposal accepted: _____

Printed name: _____ Position: _____

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/19/2021

From: Imelda Gomez

Site(s) or Department: Capuchino High

Number of Quotes: 1

Vendor/Contractor: Scott Backovich

Reason for proposal:

Original contract event date was 9/13 for \$1,650 and it was approved by board.
Capuchino did not have the event on that date so new date set and amount increased by \$100 from the original contract.

Certificate of Insurance: UDC-1571594-CGL-21

Contract Amount: \$1,750

Funding Source: Fund 08 - ASB

Approved by:

Imelda Gomez 10/19/2021

Personnel who oversees Site/Department budget

Vanessa Castano 10/21/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 10/21/2021

Director of Budget and Fiscal Services

Scott Backovich Communications Training Agreement

1. Contact Information

Sponsor: Capuchino High School

Event Date(s): October 22, 2021

Type of Event: ENVOLVE Leadership Training : 2021-2022 School Year

Contact 1: Drew Bywater

Contact 1 Email: dbywater@smuhdsd.org

Contact 2:

Contact 2 Email:

Work Phone:

Cell/Emergency Phone:

2. Program Details

Presentation Start Time:

End Time:

Training Location: Capuchino High School

Training/Program Details

Scott will present a 4-hour ENVOLVE Leadership Training as discussed between Scott Backovich and Drew Bywater. After the training, Capuchino High School will receive:

- Weekly Activity Challenges emailed each Sunday from August 29, 2021 until June 12, 2022
- 1 calendar year of access to the ENVOLVE Activity Hub
- 3 Event Credits for use on virtual Response Sessions until June 17, 2022
- 1 digital copy of the ENVOLVE Action Planning Toolkit

Number of Attendees

3. Payment Terms

Please contact Scott as soon as possible if payment cannot be made as requested.

\$ 1,750.00 inclusive

for services, as described in Section 2.

Signed Agreement: A signed Program Agreement must be returned ASAP to consider the date FIRM. A scanned/faxed copy is acceptable and binding.

Holding Deposit: HOLDING DEPOSIT of \$500 is required as soon as possible. Check may be issued to:

Scott Backovich Communications
4428 E Lavante St.
Long Beach CA 90815

Fee Balance: Remaining FEE BALANCE to be paid up to 3 weeks after the date of the engagement.


5. Additional Terms: *Please review each of the following terms.*

1. Unless otherwise indicated on this contract, bookings are for the single school listed. Advisors, students, or educators from other campuses/programs are not permitted. If a school breaches this portion of the contract, an additional fee will be charged to each additional campus.
2. All state and local COVID guidelines are to be followed by the booking group.
3. After your training, your school will receive three (3) "Event Credits" to use throughout the 2021-2022 school year.
4. All credits must be used during the 2021-2022 school year. Event Credits are non-refundable, non-combinable, and non-transferable. Unused credits will expire on June 17, 2022.
5. Event Credits may only be used specifically to sign your entire school's leadership program up for live virtual events called "Response Sessions" held periodically throughout the school year. Your program will receive full admission to the Response Session for your students, a digital recording of the event, and follow-up questions for use in class. Response Session details are not permitted to be shared with other campuses, programs, or individuals.
6. Event Credits may not be used as a discount or admission to any potential in-person events. Furthermore, they may not be used as a potential discount or payment for additional purchases or bookings.
7. Response Session registration cancellations must be done at least 24-hours before the start of the virtual event. Registrations canceled less than 24-hours before the scheduled time are subject to forfeit of an Event Credit.
8. Access to the ENVOLVE Activity Hub begins the first business day following the training. Weekly Activity Challenges are emailed once per week from August 29th, 2021 until June 12th, 2022. Access time and subscription length cannot be added to prior trainings. If a school has access remaining from a prior event, booking an additional training does not increase the time, but instead resets it. For example, if a school has 3 years access remaining and books a training that includes 4 years access, the 4 years begins after of the training, replacing the remaining 3-year subscription. If a school books a training with a shorter subscription length than they currently have, the longer subscription remains intact.
9. Your organization reserves the right to cancel this Agreement. If a booking is canceled less than two weeks before the date of the training, all deposits will be forfeited. Your organization reserves the right to cancel any session, change the length or size of any session, or change the place of any session at its discretion within (10) days of the scheduled event.
10. If presenter cancels initial training due to unforeseen personal emergency or other complications, all deposits will be refunded to booking group.

6. Required Signature

Contact Person 1 – please sign and fill in any missing details on this PROGRAM AGREEMENT.

If details on this Agreement do not agree with your records, please contact Scott immediately. Fill in missing details (times, contact information, etc.). Return a signed copy by mail or email, and process all invoices so payments are on time. Thank you!

Authorized Signatures and Date: 

Scott Backovich 10/12/2021
Scott Backovich Date

Drew Bywater

Date

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/19/2021

From: Katherine Landa

Site(s) or Department: Mills High

Mills High

Number of Quotes: 1

Vendor/Contractor: XCStats.com

Reason for proposal:

XCStats.com Cross Country Season Subscription fee

Certificate of Insurance: N/A

Contract Amount: 295.00

Funding Source: General - Athletics

Approved by:

Katherine Landa 10/19/2021

Personnel who oversees Site/Department budget

Vanessa Castano 10/21/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 10/21/2021

Director of Budget and Fiscal Services

*K. H. Co.***XCStats.com**

Michael Sherwood

22 Fulton St

REDWOOD CITY, CA 94062

UNITED STATES

Invoice #0118

Issued : Sep 27, 2021

Due : Sep 27, 2021

Balance due: \$295.00

Pay \$295.00

\$295.00 OVERDUE

✉ msherwoo@gmail.com

Bill to

Mills High School

Items

2021 Cross Country Subscription

\$295.00

1 x \$295.00

Subtotal

\$295.00

Total

\$295.00

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SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/19/2021

From: Debbie Arobio

Site(s) or Department: Hillsdale High

Number of Quotes: 1

Vendor/Contractor: Production Resource Group

Reason for proposal:

Rental Equipment for the Fall Musical. Rental Dates: November 15th - 22nd, 2021

Certificate of Insurance: N/A

Contract Amount: \$5,673.30

Funding Source: Fund 08 - Drama Club

Approved by:

Deborah A. Arobio 10/19/2021

Personnel who oversees Site/Department budget

Vanessa Castano 10/21/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 10/21/2021

Director of Budget and Fiscal Services



410 E Grand Ave
South San Francisco, CA 94080
Quoted By: Stephen Roebuck
(650) 837-9480
(650) 837-9488

Job #: 526343

Proposal Provided on: 05-Oct-21 18:57:19

Client: **SAN MATEO UNION HIGH SCHOOL DISTRICT**
TOM STUCKE 650-281-4167
NULL, NULL NULL
UNITED STATES

SAN MATEO UNION HIGH SCHOOL DIST RENTALS 11/2021

Phone: null Fax: null

Pull: 15-Nov-21
Ship: 15-Nov-21
Deliver: 15-Nov-21
Pickup: 22-Nov-21
Return: 22-Nov-21

Site: **SHIPPING**
WILL CALL - SOUTH SAN FRANCISCO
SOUTH SAN FRANCISCO, CALIFORNIA
UNITED STATES

QTY	Description	Duration	Unit Price	Extended
RENTAL				
6	ML BEAM ARC CLAY PAKY SHARPY BEAM BLK	1.14 W	179.00	1,227.42
6	(ML NAC3-20 BLU - L6-20M)	1.14 W	0.00	0.00
6	(ML LAMP MSD PLATINUM 5R PHILIPS 1898W)	1.14 W	0.00	0.00
12	(ML OMEGA BRKT CP 3-HOLE/SHIM 183102/805)	1.14 W	0.00	0.00
12	(ML CLAMP MEGA CLAW TLS)	1.14 W	0.00	0.00
6	(ML SAFETY CABLE 30" BLK)	1.14 W	0.00	0.00
3	(ML ROADCASE CP SHARPY BEAM/WASH X2 ECM)	1.14 W	0.00	0.00
6	ML WASH ARC CLAY PAKY SHARPY WASH BLK	1.14 W	179.00	1,227.42
6	(ML NAC3-20 BLU - L6-20M)	1.14 W	0.00	0.00
6	(ML LAMP MSD PLATINUM 16R PHILIPS 330W)	1.14 W	0.00	0.00
12	(ML OMEGA BRKT CP 3-HOLE/SHIM 183102/805)	1.14 W	0.00	0.00
12	(ML CLAMP MEGA CLAW TLS)	1.14 W	0.00	0.00
6	(ML SAFETY CABLE 30" BLK)	1.14 W	0.00	0.00
3	(ML ROADCASE CP SHARPY BEAM/WASH X2 ECM)	1.14 W	0.00	0.00
1	PD 3PH 30A X 6 L21-30, 200A MAXPAC	1.14 W	143.00	163.43
1	(MAXPAC RACK 7RU ROLLING)	1.14 W	0.00	0.00
1	BNC DIGITAL CINEMA 150' 45M BLK	1.14 W	15.00	17.14
1	(PROJ LENS PANA FIXED ET-D75LE95 0.36:1)	1.14 W	1,286.00	1,469.71
1	(PROJ FRAME PANA TOP FOR SHORT THROW LENS)	1.14 W	0.00	0.00
1	PROJECTOR 12.0K PANA PT-RZ12K HD LASER	1.14 W	3,143.00	3,592.00
1	(PROJ IEC C19F - ED M)	1.14 W	0.00	0.00
1	(PROJ IEC C19F - L6-30 M)	1.14 W	0.00	0.00
1	(PROJ REMOTE CTRL PANA N2QAYB001052)	1.14 W	0.00	0.00
1	(PROJ MOUNT PANA FRAME ET-PFD550)	1.14 W	0.00	0.00
4	(PROJ FRAME CLAMP TRIGGER 100KG DOUGHTY W	1.14 W	0.00	0.00
			Item Total	\$ 7,697.12
			Discount	40% \$ (3,078.82)
			Net Total	\$ 4,618.30

LABOR

1	SAFETY & SANITIZATION SERVICES	465.00	465.00
		Net Total	\$ 465.00
		LABOR GROUP TOTAL	\$ 465.00



410 E Grand Ave
South San Francisco, CA 94080
Quoted By: Stephen Roebuck
(650) 837-9480
(650) 837-9488

Job #: 526343

Proposal Provided on: 05-Oct-21 18:57:19

Client: **SAN MATEO UNION HIGH SCHOOL DISTRICT**
TOM STUCKE 650-281-4167
NULL, NULL NULL
UNITED STATES

SAN MATEO UNION HIGH SCHOOL DIST RENTALS 11/2021

Phone: null Fax: null

Pull: 15-Nov-21
Ship: 15-Nov-21
Deliver: 15-Nov-21
Pickup: 22-Nov-21
Return: 22-Nov-21

Site: **SHIPPING**
WILL CALL - SOUTH SAN FRANCISCO
SOUTH SAN FRANCISCO, CALIFORNIA
UNITED STATES

QTY	Description	Duration	Unit Price	Extended
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FREIGHT

2 DELIVERY CHARGE

295.00		590.00
FREIGHT Net Total	\$	590.00
FREIGHT GROUP TOTAL	\$	590.00

526343 SUMMARY

RENTAL	\$	4,618.30
LABOR	\$	465.00
FREIGHT	\$	590.00

Net Total	\$	5,673.30
Sales Tax	\$	0.00
GRAND TOTAL	\$	5,673.30

*Equipment is subject to availability at time of confirmation.
A deposit may be required to confirm this order.
Plus applicable fees and taxes.*

PRODUCTION RESOURCE GROUP, L.L.C.
Terms and Conditions (this "Agreement")

Production Resource Group, L.L.C. ("PRG") agrees to provide equipment (the "Equipment") and services, if any, ("Services") to the customer ("Client") under the terms of this Agreement. PRG includes all brands and all locations in the USA. Any Scope of Work, Quote, Bid, Proposal, Invoice or similar document issued by PRG (each a "SOW"), where work is performed under such document, is deemed accepted by Client and incorporated herein. This Agreement is effective for one year from the date below and will renew for additional one-year terms unless otherwise terminated.

1. The "Rental Term" shall begin on the date the Equipment leaves PRG's warehouse and shall end when the Equipment is returned to PRG at the place designated by PRG. Fees for Equipment and Services, as applicable, are set forth in the SOW. A security deposit on the Equipment may be required by PRG.
2. PRG represents that all Equipment will leave its custody in good working order. Client shall be responsible to inspect the Equipment and immediately notify PRG of any Equipment determined to be missing or not in good working condition. **EXCEPT AS EXPRESSLY SET OUT HEREIN, PRG GIVES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OR AGAINST INTERFERENCE OF INFRINGEMENT OR ANY OTHER WARRANTY NOT EXPRESSLY AGREED TO IN WRITING.**
3. PRG's sole obligation and liability to Client in the event of any malfunction or failure of the Equipment solely caused by PRG shall be to repair the Equipment or provide Client with the same or similar Equipment.
4. Unless otherwise expressly assumed by PRG as part of the Services, Client is responsible for the Equipment for the entire Rental Term. Client assumes all risk in the use and operation of the Equipment and shall be responsible for providing safety devices and equipment to safeguard users of the Equipment and complying with all federal, state and local laws or regulations, and all industry standards. Client agrees that it will not remove or permanently cover the tag or nameplates on the Equipment showing ownership in PRG. Client shall not make any alterations or additions to the Equipment and may not disassemble the Equipment except to the extent necessary to replace consumables.
5. The Equipment must remain at the venue(s) as set forth in the SOW and may not be transferred without the express prior written approval of PRG. It shall be lawful for PRG or its agents at all reasonable times to enter the premises where the Equipment is kept for the purpose of assessing the condition of said Equipment.
6. This Agreement is not a sale. Client shall not have or at any time acquire any right to possession, including possession through use, loss, damage or failure to return the Equipment. Title to the Equipment shall at all times be in PRG. Client agrees not to pledge, mortgage or in any other way encumber the Equipment.
7. Client shall reimburse PRG for the cost of any repairs (including charges for shipping, labor and parts) which are required due to any damage to the Equipment occurring during the Rental Term (other than damage which, in the judgment of PRG, is due to ordinary usage or PRG's actions). If any or all Equipment is damaged beyond repair, or lost or stolen during the Rental Term, Client agrees to reimburse PRG for the full replacement value of the Equipment (without deduction for depreciation). Client further agrees to be responsible for rental costs of the lost or damaged Equipment until such time as Equipment is replaced or repaired.
8. At the end of the Rental Term or its earlier termination, Client shall at its cost and expense, deliver and return the Equipment to PRG in good condition and repair, reasonable wear and tear excepted. PRG shall notify Client of any damages or loss within a reasonable amount of time after the Equipment is returned. Client shall remain responsible for any damage to the Equipment discovered by PRG after inspection of the returned Equipment.
9. If applicable, Client is solely responsible for storing and clearing any and all images (in any form), or any other content or Client data ("Client Data"), prior to the return of the Equipment. Upon return of the Equipment, PRG may clean the Equipment of any Client Data, however PRG shall have no obligation to preserve or erase any Client Data. PRG shall not be responsible for disclosure of Client Data due to the re-rental of Equipment previously used by or on behalf of Client. PRG is not responsible for unrecorded Client Data or the loss of Client Data due to any cause whatsoever, including but not limited to, technical malfunction, physical damages, or errors on the part of PRG employees, agents, representatives, contractors or subcontractors.
10. **Client agrees to insure Equipment at all times during the Rental Term.** For Purposes of this section, PRG Parties shall mean PRG, its parent, affiliates, subsidiaries and each of their members, managers, directors, employees and agents.
 - a) **FOR EQUIPMENT RENTALS ONLY (No Onsite Services):** Client shall carry the following: Commercial General Liability insurance (or equivalent) covering operations, completed operation and product liability, personal injury liability and advertising injury, with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, naming PRG Parties as an Additional Insured on a primary basis and waiver of subrogation in favor of PRG Parties; Workers Compensation insurance in statutory limits including Employers Liability with a limit of \$500,000, including a Waiver of Subrogation in favor of PRG Parties; and Property

insurance on Equipment, on an "all risk" basis, including windstorm, flood and earthquake perils, and loss in transit, in an amount not less than the full replacement value (NOT rental value) of the Equipment (without deduction for depreciation) naming PRG Parties as Loss Payee. If Equipment is being transported or unloaded by Client, Business Auto Liability insurance shall also be required, with a limit of not less than \$1,000,000 per accident.

(b) FOR EQUIPMENT RENTALS WITH ONSITE SERVICES. Client shall carry the following: Commercial General Liability insurance (or equivalent) covering operations, completed operation and product liability, personal injury liability and advertising injury, with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, naming PRG Parties as Additional Insured on a primary basis; Workers Compensation insurance in statutory limits including Employers Liability with a limit of \$500,000, including a Waiver of Subrogation in favor of PRG Parties; and Property insurance on Equipment, on an "all risk" basis, including windstorm, flood and earthquake perils, and loss in transit, in an amount not less than the full replacement value (NOT rental value) of the Equipment (without deduction for depreciation) naming PRG Parties as Loss Payee. If Equipment is being transported or unloaded by Client, Business Auto Liability insurance shall also be required, with a limit of not less than \$1,000,000 per accident.

(c) Client acknowledges it is solely responsible for the payment of any deductibles on any required insurance. PRG reserves the right to increase these limits based on values and type of event. An umbrella or excess liability policy may be used in conjunction with primary coverage limits to meet the minimum required limits. A valid and compliant insurance certificate evidencing such coverages and terms must be submitted to PRG prior to the release of any Equipment or Services. PRG will provide a certificate of insurance, as reasonably requested by a venue in order for PRG to perform its Services.

11. PRG shall not be liable for late delivery or damage to the Equipment caused by Client's failure to comply with this Agreement, or war, strikes or any other cause whatsoever beyond the control of PRG. In the event of such delay, the time for delivery shall be extended for the same period that PRG was delayed by such occurrence.
12. No allowance will be made for unused Equipment. Unless otherwise agreed to in writing by PRG, Client is responsible for all costs in shipping the Equipment and for ensuring that the Equipment is appropriately stored and transported.
13. Client will be responsible to pay additional fees for any additional Services and Equipment not included in the SOW. Client will pay PRG's current daily rate for late return of the Equipment. Client will incur cancellation fees in the event of any cancellation occurring within 21 days of the start of the Rental Term as follows: 15-21 days = 25% of Fee due; 8-14 days = 50% of Fee due; 2-7 days = 75% of Fee due, and under 2 days = 100% of Fee due. In the event of cancellation due to Acts of God or more than 21 days prior to event, Client shall pay PRG all actual costs incurred.
14. Unless specifically referenced in the SOW, pricing DOES NOT INCLUDE SALES OR USE TAXES, or freight charges. All taxes, withholdings, if applicable, and freight charges, if any, will be paid for by Client in addition to the agreed upon price. Client agrees to indemnify PRG for any taxes incurred and costs relating to penalties and collections.
15. Payment of all fees is due as set forth in the SOW or invoice. Client will incur additional fees for late returns and damage to the Equipment. Unless otherwise indicated, payment terms are net 30 days. Late payments are subject to a service charge of the lesser of one and one-half percent (1-1/2%) per month on the unpaid balance or the highest rate allowed by law. If PRG commences a collection action, Client will be liable for all expenses incurred, including reasonable outside attorney's fees and costs of collection incurred by PRG.
16. If Client defaults on payment or otherwise breaches any other terms, or if PRG reasonably believes that the Equipment is in danger of being seized, taken or destroyed, then in any event, PRG shall have the right to terminate this Agreement, and retake immediate possession of the Equipment and for such purpose, PRG may enter upon the premises where the Equipment is located and remove it, with or without force or notice, without being liable to the Client in any suit, action or other proceeding.
17. The failure by PRG to insist upon strict compliance with these terms and conditions even after a breach or default by Client shall not be construed as waiver of any of PRG's rights under this Agreement.
18. Client agrees to defend, indemnify and hold harmless PRG Parties from and against any and all liabilities, claims, demands, actions, losses, damages and expenses (including, without limitation, reasonable outside attorneys' fees and costs) for personal injury, death or property damage to the Equipment or other property, in any way arising out of or resulting from any of the following: (1) the breach of any terms in this Agreement; or (2) Client's use or possession of Equipment; or (3) Client's negligence or willful misconduct or (4) the transport or shipping of the Equipment, if by or arranged by Client. For the avoidance of doubt, the indemnity provided by Client to PRG includes indemnity for claims of personal injury, death or property arising from civil unrest occurring at any site in which the Equipment is located, without regard to Client's actual participation in the unrest. For purpose of this section Client includes its employees, agents, contractors or representatives and invitees.
19. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES IN CONNECTION WITH THE RENTAL OF THE EQUIPMENT WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

20. This Agreement may not be assigned by Client unless agreed to in writing by PRG.
21. These terms and conditions shall be governed by the laws of the State of California and venue and jurisdiction shall be vested exclusively in a court of competent jurisdiction sitting in Los Angeles County, CA. Both parties agree to accept service of process within or without the State of California in any matter relating to this Agreement. The prevailing party in any such litigation or action shall be entitled to its costs of suit and reasonable outside attorney's fees.
22. If one or more provisions of this Agreement, or the application of any provision to any party or circumstance is held to be invalid, unenforceable or illegal in any respect, the remainder of this Agreement shall remain valid and in full force and effect.
23. PRG expressly rejects any forms or other documents submitted by Client, including PO terms and conditions. Any attempt to modify, supplement or amend these terms and conditions will be null and void unless agreed to in writing by PRG.
24. This Agreement, including the SOW, contains the entire understanding between the parties and may not be modified except in a writing signed by both parties appended hereto. These terms and conditions shall be binding, and Client shall be deemed to have accepted the terms and conditions contained herein when (a) Client has received a copy hereof and (b) Client accepts any of the Equipment or Services.

BY ACCEPTING ANY EQUIPMENT, CLIENT ACKNOWLEDGES ITS RESPONSIBILITY FOR THE TIMELY RETURN THE EQUIPMENT IN GOOD WORKING CONDITION.

ACCEPTED AND AGREED

CLIENT: _____

Kevin Skelly Superintendent
Signature and Title

Kevin Skelly
Print Name

Effective Date

PRODUCTION RESOURCE GROUP, L.L.C.

Signature and Title

Print Name

Effective Date

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/18/2021

From: Linda Carlton

Site(s) or Department: Hillsdale High

Number of Quotes: 2

Vendor/Contractor: West Coast Cranes

Reason for proposal:

Crane service to offload the new kiln from the truck and place in the designated area

Certificate of Insurance: 21/22

Contract Amount: \$3,800.00

Funding Source: General Fund - Maintenance

Approved by:



10/18/2021

Personnel who oversees Site/Department budget

Vanessa Castano

10/21/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

10/21/2021

Director of Budget and Fiscal Services

WEST COAST CRANES, INC.

2144 O' Toole Avenue, San Jose, CA 95131

October 5, 2021

Billy DeKom

SMUHSD

Project: 3115 Del Monte St

New **Project Description:** Provide rigging personnel, tools, and equipment to assist in the placement of a kiln. This work shall be performed on straight time hours, in (1) mobilization, for the total amount of **\$3800** (6 hours maximum site time). **Please note qualifications.**

Mike Lamb



Qualifications:

- A) Clearances for equipment installation shall be provided and maintained by others.
- B) Any engineering or specialized professional services beyond basic rigging and lift planning, if required by others, is the responsibility and shall be provided by others.
- C) West Coast Cranes, Inc. reserves the right to utilize subcontractors to perform the above-described work.
- D) West Coast Cranes, Inc. shall not be responsible for delays caused by other parties involved in this work.
- E) This quote is based on equipment and site times described above. Additional equipment and/or time incurred shall be invoiced at the appropriate rate.

Thank you for the opportunity to submit this quotation, if you should have any questions please contact me at 408.391.9859.

Sincerely,

Mike Lamb
Project Manager
West Coast Cranes, Inc.

QV0#2

attempted

HATTON
CRANE & RIGGING

Las Vegas, NV
2006

HOME

CUSTOMER

PERSONNEL

EQUIPMENT

CREDIT

PHOTOS

EMPLOYMENT

PRIVACY

CRANE RENTAL INQUIRY

COMPANY HISTORY

LOCATIONS

TESTIMONIALS

SAFETY

CONTACT US

1-800-600-CRANE (2726)



1-800-600-CRANE (2726)

Hatton Crane and Rigging Contact Information

Please contact us with any questions or concerns. We love hearing from our customers!

Corporate Office:

Hatton Crane & Rigging, Inc.
3643 Depot Road
Hayward, CA 94545
Phone: (510) 670-0737
Fax: (510) 670-0797

To contact us via email, complete the fields below and click the submit button.

*Your Name:

*Email Address:

Area Code: Number:

Enter your message below:

We need rigging assistance with offloading a new kiln from a truck and putting it into place in an outdoor patio area. This is for Hillsdale High School. Please let me know if you're interested.

emailed 3 times, no reply

Submit

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/21/2021

From: Linda Carlton

Site(s) or Department: Hillsdale High

Number of Quotes: 3

Vendor/Contractor: Burkett's Pool Plastering

Reason for proposal:

To replace pool drain covers and 7 LED lights

Certificate of Insurance: 451352506

Contract Amount: \$12,600.00

Funding Source: General Fund - Maintenance

Approved by:



10/21/2021

Personnel who oversees Site/Department budget

Vanessa Castano

10/21/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

10/21/2021

Director of Budget and Fiscal Services



QVO#1

K. Healy

January 8, 2020

To: Hillsdale High School
3115 Del Monte Street
San Mateo, CA 94403

From: Scott Thompson
Burkett's Pool Plastering

HHS

RE: Pool Work

Scope of work:

Pool VGB Work:

Permit from County Environmental Health Department.

Dive, remove and replace existing drain covers with new Lawson Aquatic covers.
Model #MLD-FG-1836-WT

Submit completed AB1020 spec sheet to county environmental health at completion of
Cover installation.

Total for Pool VGB Work: **\$4900**

Pool Lighting:

Remove and replace (7) seven pool lights with new white Pentair L.E.D. lights.

Total for Lights: **\$7700**

Access

Access to swimming pool common area is required with parking at nearest available location
To be provided and secured by onsite prior to execution of any proposed scope of work.
Burkett's crews need direct access to pool common area along with parking within the
Nearest parking area to perform and complete the above proposed scope of work.
All access and parking to be provided and secured by the property.

\$12,600-

Utilities:

Adequate power and water provided at or near pool common area by property owners.

Please note: This proposal and or contract does not include any changes, additions or additional permit fees added or required by the Building and or Environmental Health Departments.

If you have any questions, please feel free to call me at **209-495-9634**.

Scott@burkettpoolplastering.com

Respectfully,

Scott Thompson.

License #608182



William "Billy" DeKom <wdekom@smuhsd.org>

DUO#2

Regarding your request

Kim Rafalski <kim@adamspools.com> ←
To: "wdekom@smuhsd.org" <wdekom@smuhsd.org>
Cc: Amanda Holloway <amandah@adamspools.com>

Tue, Aug 24, 2021 at 9:49 AM

attempted.

Good morning Mr. DeKom,

Thank you for considering us for the work you are requesting on the Hillsdale High School pool. This is not within the scope of work that we do here at Adams Pool Solutions, but please feel free to contact Scuba Pool Repair at 408-866-1945 and they should be able to help you. If not, as everyone in this industry is so busy at this time, you may find someone at www.ipssa.com.

Again, thank you for considering us.

Regards,

Kim Rafalski

Adams Pool Solutions

3675 Old Santa Rita Road

Pleasanton, CA 94588

925-828-3100

kim@adamspools.com





William "Billy" DeKom <wdekom@smuhd.org>

VGA Main Drain Covers

QUO# 3

Joseph Miller <joem@knorrsystems.com>

Knorr Systems

Tue, Aug 17, 2021 at 9:31 AM

To: "William \"Billy\" DeKom" <wdekom@smuhd.org>

Cc: Matt Jackson <mattj@knorrsystems.com>, Bernadette Cortez <bernadettec@knorrsystems.com>

attempted

Unfortunately, we still don't currently have a diver which is why we have not been able to install your lights as well. I have been told that our techs have been enrolled in a dive certification class but I don't know when it will be completed. We would also need to confirm the actual covers that are in the pool. The Lawson's were specified but that does not mean it is what was installed. It would take a diver or an underwater camera attached to a pole to verify the cover.

Thanks,

Joe

[Quoted text hidden]

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/21/2021

From: Curriculum

Site(s) or Department: District Office

Number of Quotes: 1

Vendor/Contractor: Create,Mix and Mingle

Reason for proposal:
Create,Mix and Mingle (SPED)

Certificate of Insurance: n/a

Contract Amount: \$9,993.75

Funding Source: Lottery

Approved by:

Sonia Gill 10/21/2021 Veronika Espinoza 10/21/2021

Personnel who oversees Site/Department budget

Vanessa Castano 10/21/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 10/21/2021

Director of Budget and Fiscal Services



Create, Mix and Mingle

Virtual Art Classes for San Mateo Union High School District 2021- 2022

Estimate

A handwritten signature in black ink, appearing to read 'K. Wade'.

Estimate #000039

October 19, 2021

Customer

Holly Wade

San Mateo Union High School District

hawade@smuhsd.org

+1 (650) 558-2265

650 North Delaware Street

San Mateo, CA 94401

Message

We look forward to working with you.

2 Hour Art Session at Create Mix & Mingle Art Studio

\$2,100.00

(\$300.00 ea.) × 7

Sessions taught monthly, October 2021-May 2022 by a professional artist covering projects incorporating life skill lessons with artistic mediums.

Burlingame Students

2 Hour Art Session at Create Mix & Mingle Art Studio

\$2,100.00

Sessions taught monthly, October 2021-May 2022 by a professional artist covering projects incorporating life skill lessons with artistic mediums.

Burlingame Students

Create Mix & Mingle Custom Art Kits (\$77.25 ea.) × 75	\$5,793.75
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Subtotal	\$9,993.75
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Total	\$9,993.75
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Create, Mix and Mingle
1888 S. Norfolk Street
San Mateo, CA 94403
info@createmixandmingle.com
+1 (650) 434-2781

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 10/21/2021

From: Simon Bettis

Site(s) or Department: Technology

Number of Quotes: 1

Vendor/Contractor: Teem Technologies, LLC

Reason for proposal:

Sole Source - Conference Rooms display Annual Renewal

Terms 10/08/2021 - 06/30/2023

Annual Fee \$2750

One Time Fee \$687.50

Certificate of Insurance: n/a

Contract Amount: \$3437.50

Funding Source: Technology General Fund

Approved by:

Maria Valle

10/21/2021

Personnel who oversees Site/Department budget

Vanessa Castano

10/21/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

10/21/2021

Director of Budget and Fiscal Services



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**Empowering organizations to create the most responsive,
frictionless workplaces everywhere.**

Price Quote

Quote / Order Form

Customer Name: San Mateo Union High School

District

Order Number: Q-31065

Quote Expires: 10/29/2021

Quote Term (months): 21

Payment Frequency: Annual

Recurring

Item	Qty	Description	Annual Amount
Teem Pro	11.00	A robust room booking solution for activity-based work with enhanced features to streamline your workplace and give time back to your employees.	USD 2,750.00

Recurring Annual Total: USD 2,750.00

One Time

Item	Qty	Description	One-Time Amount
Teem Professional Services (One-time)	11.00	Teem professional services	USD 687.50

One Time Total: USD 687.50

Sales Tax is Not Included

Order Form Provisions

Licensing & Term	
Order Effective Date:	
Subscription Effective Date:	10/8/2021
Term of Subscription:	21 months beginning with Subscription Effective Date (the 'Initial Term')
Payment Terms	
Currency:	USD
Payment Frequency:	Annual
Invoice Date:	Beginning of each Term
Invoice Terms:	One time Fee(s) for Services as defined in the SOW will be invoiced at 50% of total fees at contract execution with the remaining 50% invoiced sixty (60) days after contract execution. Recurring fees will be invoiced after contract execution. If not otherwise specified in the SOW, payments will be due within thirty (30) days after CUSTOMER's receipt of each invoice.
Payment Due Date:	Net 30
Permitted Renewal Increase	During any Renewal Term (after the Initial Term), subscription fees may increase by no more than 5% per year (the "Renewal Percentage")
Renewal & Price Changes	
Renewal Increase	Customer's renewal net price (gross price less discounts provided above) for the Products or Services described in this Order Form shall not be increased by more than the Renewal Percentage. The renewal increase shall not be applicable if the number of Services or the number of Users on renewal are not equal to or greater than those shown on the Order Form. If an increase in the number of Services or Users requires access to a different edition or version of the Products or Services, then Customer's current discount for the existing edition of the Service will be applied to the standard list price for such new edition and associated number of Users.
Price Hold	During the Initial Term, Customer may order additional quantities of the Services acquired under this Order Form at the Unit Net Price specified above.
Law & Jurisdiction	
Applicable Law	All agreements with Customer will be construed pursuant to the laws of the State of New York.
Jurisdiction for Disputes	Any legal action or proceeding relating to the Agreement shall be instituted in a state or federal court in the jurisdiction of the first defendant in such action, and each party hereby consents to personal jurisdiction in such jurisdiction.
Dispute Resolution	Any dispute, controversy or claim arising out of or relating to the Agreement, shall, if the parties are unable to resolve such matter, be finally settled by binding arbitration between the parties pursuant to the commercial arbitration rules of the American Arbitration Association. The arbitration shall be conducted in the jurisdiction above before a single arbitrator. The arbitration award may be enforced by application to any court of competent jurisdiction.

[Signature Pages Follow - The remainder of this page intentionally left blank]

Signature Page

Unless Customer has a prior executed agreement providing Customer with access to the Services, Customer's signature on this Order Form constitutes Customer's agreement to <https://www.teem.com/service-level-agreement-sla>, <https://www.teem.com/terms> and <http://www.teem.com/data-processing-agreement> (together the "Agreements") that governs the Software, Products and Services described in this Order Form. Any capitalized terms not defined in this Order Form shall have the meaning provided in the respective Agreement.

San Mateo Union High School District

Accounts Payable Contact



By

Name

Kevin Skelly

Printed Name

Title

Superintendent

Title

Email

10-22-2021

Date

Tel

Is a PO Required?

Teem Technologies, LLC

By

Printed Name

Title

Date