

PROFESSIONAL SERVICES AGREEMENT

City Manager's Office
 701 Laurel St., Menlo Park, CA 94025
 tel 650-330-6620



Agreement #: 3176
AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND BLOOMZ (in the amount \$5,000 or less)
THIS AGREEMENT made and entered into at Menlo Park, California, this <u>3/12/2021</u> , by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and BLOOMZ, hereinafter referred to as "FIRST PARTY."
It is agreed between the CITY and FIRST PARTY as follows:
1. SERVICES TO BE PERFORMED BY FIRST PARTY
In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services for the City of Menlo Park as set forth in Exhibit "A," Scope of Services, attached hereto.
2. AGREEMENT TERM
The term of this agreement shall be from March 1, 2021 to March 1, 2022 unless mutually agreed upon by CITY and FIRST PARTY in writing.
3. COMPENSATION AND PAYMENT
In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," CITY shall make payment to FIRST PARTY in the manner specified herein and in Exhibit "A." This compensation shall be based on the rates described in Exhibit "A." Payments shall be monthly for the invoice amount or such other amount as approved by CITY. City shall have the discretion to approve the invoice and the work competed statement. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges. In the event that the CITY makes any advance payments, FIRST PARTY agrees to refund any amounts in excess of the amount owed by the CITY at the time of agreement termination. CITY reserves the right to withhold payment if the CITY determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for all services under this agreement exceed \$1,899 unless mutually agreed upon in writing by the CITY and FIRST PARTY.
4. RELATIONSHIP OF THE PARTIES
FIRST PARTY agrees and understands that the work/services performed under this agreement are performed as an Independent Contractor and not as an employee of the City of Menlo Park and that FIRST PARTY acquires none of the rights, privileges, powers or advantages of City employees.

5. INSURANCE AND INDEMNITY**1. General liability insurance:**

FIRST PARTY, at its own expense, shall provide and keep in force, commercial general liability insurance insuring against liability for bodily injury and property damage arising out of its work in an amount of not less than one million dollars (\$1,000,000) for injury to, or death of one person in any one accident or occurrence, and in an amount of not less than one million dollars (\$1,000,000) for injury to, or death of more than one person in any one accident or occurrence, and in the amount of not less than one million dollars (\$1,000,000) per occurrence in respect to damage to property. CITY shall be named as an additional insured on Contractor's commercial general liability insurance policy FIRST PARTY shall provide CITY with a certificate of insurance coverage evidencing said coverage, including a copy of all declarations of exclusions, before commencing work.

2. Automobile liability insurance:

The FIRST PARTY shall maintain automobile liability Insurance pursuant to this agreement in an amount of not less than one million dollars (\$1,000,000) for each occurrence combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and three hundred thousand dollars, (\$300,000) property damage. To the full extent permitted by law FIRST PARTY agrees to defend, indemnify and hold CITY, its employees, agents, officials, and officers, harmless from any and all claims, liability for damages caused by contractor's negligent performance of services under this agreement.

3. Professional liability insurance:

FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars (\$1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

4. Indemnity:

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.

6. NON-ASSIGNABILITY

FIRST PARTY shall not assign this agreement or any portion thereof to a third party without the prior written consent of CITY, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this agreement.

7. TERMINATION OF AGREEMENT

The CITY may, at any time, terminate this agreement, in whole or in part, for the convenience of CITY, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by FIRST PARTY under this agreement shall become the property of the CITY upon FIRST PARTY'S receipt of final payment and shall be promptly delivered to the CITY. Upon termination, the FIRST PARTY may make and retain a copy of such materials. FIRST PARTY shall be entitled to receive payment for work/services provided before termination of the agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the agreement.

8. WORKERS' COMPENSATION INSURANCE

FIRST PARTY agrees and understands that the CITY does not provide workers' compensation Insurance to, or on behalf of, the FIRST PARTY for the work/services performed, but that said insurance is the sole responsibility of the undersigned.

9. PAYMENT OF PERMITS/LICENSES

FIRST PARTY shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

10. NON-DISCRIMINATION

No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this agreement on account of their race, sex, color, national origin, religion, age, or disability. FIRST PARTY shall ensure full equal employment opportunity for all employees under this agreement.

11. RETENTION OF RECORDS

FIRST PARTY shall maintain all required records for three years after the CITY makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the CITY, a federal agency, and the State of California.

12. MERGER CLAUSE

This agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the CITY. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

SIGNATURE PAGE TO FOLLOW

This agreement is not valid until signed by both parties.

FOR FIRST PARTY:

DocuSigned by:
Brian Olinger
0945DF228EA045B...

Signature

3/12/2021

Date

Brian Olinger

Printed name

Sales Director

Title

[REDACTED]
Tax ID#

APPROVED AS TO FORM:

DocuSigned by:
Nira Doherty
44FFF23C8F6B458...

Nira F. Doherty, City Attorney

3/12/2021

Date

FOR CITY OF MENLO PARK:

DocuSigned by:
Sean Reinhart
45C04889004E485...

Sean Reinhart, Library and Community Services Director

3/12/2021

Date

ATTEST:

DocuSigned by:
Judi A. Herren
39380A20D08E401...

Judi A. Herren, City Clerk

3/12/2021

Date



Proposal for: Belle Haven Child Development

Attention: **Kira Storms**, Administrator

Thank you very much for your interest in Bloomz for Schools Premium. We have customized this proposal for your school based on our discussions and your needs, including student enrollment, feature set and others. Please review and sign below so we can set up your school.

1. Premium Package

Your Bloomz Premium for Schools package includes the following:

<ul style="list-style-type: none"> • Teacher Functionality 	Everything in the teacher premium package (see addendum A)
<ul style="list-style-type: none"> • Administrator Access 	Access to all classes in your district/school/community
<ul style="list-style-type: none"> • District and School wide communication, coordination 	Everything in our free package, including school-wide updates, announcements, alerts, event scheduling, volunteer signups, class & group creation, student portfolios, behavior management and translation. There are no limits on classes, teachers, admins, and parents.
<ul style="list-style-type: none"> • Robo Calling 	JUST RELEASED JUNE 2020! - Robo Calling allows admins to record their voice and deliver the voice message school-wide via phone call/voicemail.
<ul style="list-style-type: none"> • Parent Convenience Pack 	PREMIUM FEATURE. As value added to your school parents, they will not need to pay for the “Bloomz Convenience Pack” subscription to download pictures of their students to their mobile device.
<ul style="list-style-type: none"> • Cross-year student timelines 	PREMIUM FEATURE. Visibility of both student portfolios and behavior management for students in your school, across classes and time.
<ul style="list-style-type: none"> • SIS import 	PREMIUM FEATURE. Bulk import from Student Information System integration via spreadsheet or CSV file.
<ul style="list-style-type: none"> • Administrator dashboard 	PREMIUM FEATURE. An administrator dashboard with relevant statistics and data to understand how your teachers are using Bloomz for their parent communication.
<ul style="list-style-type: none"> • Unlimited cloud storage 	PREMIUM FEATURE. No limits on photos, documents, video or any other storage for the term of your subscription.
<ul style="list-style-type: none"> • Support 	PREMIUM FEATURE. Get premium support level through email, phone or messaging (via Facebook).

2.A: Pricing Option for 3-Year Contract

Your full 3 -year contract will begin 03/01/2021 with this plan to provide the most complete app for parent communication and coordination to all teachers, parents and administrators in your school with 100 student enrollment.

Name	Price/year	QTY	Subtotal
Bloomz Premium for Schools Per student enrollment - per student per year	\$18.99	100	\$1,899.00
Referral Program (up to 50% OFF) Details in #3 below	\$0.00	0	\$0.00
Champion Program (10% OFF) Details in #4 below	\$0.00	0	\$0.00
Multi-Year Agreement Discount 10% off for 3+ year agreement	-\$1.899	100	-\$189.90

Subtotal **\$1,709.10**

Total for Year 1 \$1,709.10

2.B. Pricing Option for 1-Year Contract

Your full 1 -year contract will begin 03/01/2021 with this plan to provide the most complete app for parent communication and coordination to all teachers, parents and administrators in your school with 100 student enrollment.

Name	Price/year	QTY	Subtotal
Bloomz Premium for Schools Per student enrollment - per student per year	\$18.99	100	\$1,899.00
Referral Program (up to 50% OFF) Details in #3 below	\$0.00	0	\$0.00

Subtotal **\$1,899.00**

Total for Year 1 \$1,899.00

Which option do you choose?

03/01/2021

Payments begin _____ and will align to the following payment schedule that you select with standard 5% annual increase allotted for yearly data archival & storage. Advance payment for full contract total is available by request and will preclude this annual increase. (Please note that future year totals will be updated with the then enrollment counts):

Option for 3-Year Contract

Year 1	Year 2	Year 3
\$1,709.10	\$1,794.56	\$1,884.28

Option for 1-Year Contract

Year 1
\$1,899.00

The first year term of this agreement is from Signed Date to 02/28/2022 , billed annually. This proposal needs to be signed on or before 03/19/2021 to keep this pricing.

Note: Bloomz' **Better Product & Better Price** guarantee: Bloomz will match or beat price of any competitor of similar quality and functionality with a verifiable competitive quote at the time of signing this deal to ensure you are getting the best product in the market at a better price.

3. Referral Program (Earn up to 50% discount on your subscription!)

Step 1: Share this code: BHC100 with everyone you speak to about Bloomz.

Step 2: Those schools/communities buy Bloomz for Schools Premium and share that code with us at the time of purchase.

Step 3: Each new school that used your code gets 10% off their year 1 subscription.

Step 4: Your school gets 10% discount applied (calculated against the lesser of the your and referred school's subscription prices) for every referral (up to 50% max discount of your subscription) on your following year's Bloomz Premium renewal.

TIP: Get more communities to use your referral code every year to maximize your savings on every year's renewal.

TIP: Participation in Referral Program permits Bloomz to share your unique code with other schools and communities in your area to help maximize your potential savings.

4. Champion Program - 10% discount off the rate when a leader of your school/community participates in the following within the first 12 months of your Bloomz Premium for Schools subscription:

- Write a blog about the benefits of Bloomz at your school/company
- Post 10 social media posts sharing success stories with Bloomz
- Participate in Case Study at school/company level
- Select 1 school in the district to participate in school level Case Study
- Refer other school/company(s) to Bloomz Premium

5. Payment terms

We will invoice you for your first full year's subscription and payment is due within 30 days. Each subsequent year we will invoice you 30 days prior to the beginning of the new year, and payment is due by the start date of the new year. At the end of each year during the term of this contract, school should resend the district/official student enrollment count at your school and we will adjust invoice accordingly. Contract auto-renews at the end of the term, at the current standard price, unless otherwise expressed in writing within the 60 days prior to the expiration of the current contract. Any changes in pricing will be notified to you in writing, prior to your annual billing or renewal.

Note: You can cancel in writing within 15 days (pilot phase) with no obligation. At any time beyond the pilot phase, you can cancel the contract to stop using the service but you are required to pay the full committed contractual amount for the remainder of the contract period within 30 days from cancellation.

6. Privacy

Bloomz is committed to your and your community's privacy and security. Please read our privacy policy available on www.bloomz.com/privacypolicy.


7. Other Terms and Conditions

***Representations and warranties:** Each party represents and warrants that: (a) it has the authority to enter into this Agreement and to perform its obligations herein, and that this Agreement is enforceable in accordance with its terms; (b) it will be solely responsible for the acts and omissions, and control and direction, of its employees and all those acting in concert with it (except Bloomz); (c) it has sufficient resources, knowledge and expertise to perform this Agreement according to its terms, and will do so during the Term of this Agreement; and (d) it*

has not entered into any other agreement which would interfere with its full and faithful obligations under this Agreement.

By signing below, you also agree to our general terms of use available on www.bloomz.com/terms.

8. Signature:

Signature:	
Printed Name:	
Role:	
Date:	
Email:	
Phone Number:	
Address:	

Addendum A
Teacher Premium Features

	Free	Premium (Included with Bloomz for Schools Premium)
Post with updates, pictures & video	√	√
Calendar & Event Scheduling	√	√
Parent-teacher conferences, volunteer signups	√	√
Student portfolios	√	√
Behavior management	√	√
Digital flyers and parent resources	√	√
Convenience Pack included for parents		√
Bulk media downloads		√
Unlimited cloud storage	125 media items	√
Ability to disable downloads		√
Easy video creation from class pictures		√ 10 video stories
Data dashboard		√
Different calendar views (week, month views, past events)		√
Photo captions		√
Print event history		√
Support	Online Help Center, Email	Online Help Center, Email, Messaging (via Facebook)

Addendum B

Summary of School Premium Features

	Free	Premium (Included with Bloomz for Schools Premium)
Teacher Functionality	Free Plan	Premium Plan
Administrator Access	N/A	√
School wide communication, coordination	N/A	√
Digital flyers & Parent resources	√	√
Free Convenience Pack for parents		√
Cross-year student timelines		√
SIS import (Spreadsheet/CSV)		√
Administrator dashboard		√
Unlimited cloud storage	N/A	√
Premium Support		√