

CALOPPS Posting Agreement

This Agreement is made and entered into as of the DAY of MONTH, YEAR by and between AGENCY NAME, hereinafter referred to as "CLIENT" and the City of Foster City/Estero Municipal Improvement District, a Municipal Corporation, hereinafter referred to as "CITY/DISTRICT". CLIENT and CITY/DISTRICT shall be referred to hereinafter as the "PARTIES."

RECITALS

This Agreement is entered with reference to the following facts and circumstances:

- A. CITY/DISTRICT operates the job announcement database known as CalOpps.org (or "CalOpps");
- B. CLIENT is familiar with and wishes to post job announcements on the CalOpps.org database, as needed; and
- C. That CLIENT has elected to engage the services of CITY/DISTRICT upon the terms and conditions as hereinafter set forth.

AGREEMENT

1. **Services.** Upon execution of this Agreement, CITY/DISTRICT will post job announcements to CalOpps.org, as requested by CLIENT and subject to approval of each job announcement by CITY/DISTRICT. Each job announcement will be publicly accessible for thirty (30) consecutive days ("posting period"), unless a longer posting period is requested by the CLIENT.
2. **Fees.** For each job announcement posted under this Agreement, CLIENT shall pay CITY/DISTRICT a fee with payment due thirty (30) days after CITY/DISTRICT sends invoice. The current fee for each job announcement posting is \$582.00. CITY/DISTRICT shall have the right to change this fee at any time without notice to CLIENT; however, CITY/DISTRICT shall inform CLIENT of the current fee prior to accepting any new job announcement posting.
3. **Term and Termination.** This agreement shall be effective upon execution by both PARTIES and will continue to be in effect until terminated by either CLIENT or CITY/DISTRICT. Either of the PARTIES may terminate this agreement upon notice to the other party. If CLIENT elects to terminate this Agreement during a posting period for a single or multiple job announcement postings and wishes to have the job announcement(s) removed from CalOpps, CITY/DISTRICT shall remove the posting(s) as soon as possible. CLIENT shall pay the full fee for any posting that it elects to have removed from CalOpps prior to the end of its posting period.
4. **Relationship of Parties.** It is understood that the relationship of CITY/DISTRICT to the CLIENT is that of an independent contractor and all persons working for or under the direction of CITY/DISTRICT are its agents or employees and not agents or employees of the CLIENT.
5. **Indemnity.** CLIENT hereby agrees to defend, indemnify, and save harmless CITY/District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, costs

and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITY/DISTRICT, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortious act or omission, or willful misconduct of CLIENT, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

6. Client Representative. CLIENT designates the following person as its representative for all contact with CITY/DISTRICT. The CLIENT's representative shall accept the CITY/DISTRICT's invoices and all other communication required under this Agreement, and shall be responsible for, and will respond within reasonable time, to questions or requests for additional information from CITY/DISTRICT.

CLIENT REPRESENTATIVE: _____ (name)
_____ (phone)
_____ (address)

CLIENT may change its designated representative upon ten (10) days notice to CITY/DISTRICT.

7. Privacy and Security. CITY/DISTRICT shall abide by the data privacy policy as established on the CalOpps website. CITY/DISTRICT shall use commercially reasonable efforts to ensure the security and integrity of CLIENT's data and shall use its best efforts to notify CLIENT of any known or suspected security breach.

8. Limitations. CITY/DISTRICT may refuse to post to CalOpps.org any content that is, in its sole determination, obscene, defamatory, harassing, abusive or threatening. CLIENT declares that the information contained on the job announcement to be posted does not violate any intellectual property rights. CITY/DISTRICT will cooperate fully with any law enforcement agency in connection with any and all illegal activities occurring on or through this service.

9. Non-Assignment. This Agreement is not assignable either in whole or in part.

10. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

11. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.

12. Mediation. Should any dispute arise out of this Agreement, the Parties shall first meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting at least once in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.

13. Agreement. This agreement shall be effective upon execution by both parties and may be executed in multiple parts. Original copies or electronic and/or facsimile copies of originals documents may be submitted by CLIENT to CITY/DISTRICT, and CITY/DISTRICT may treat those copies as originals for purposes of approving and executing the Agreement.

BY SIGNING AND SUBMITTING this Agreement to CITY/DISTRICT, you declare that you are authorized to contract on behalf of CLIENT and agree on behalf of CLIENT to be bound by the terms of this Agreement.

CLIENT/Agency: **AGENCY NAME**

Dated: _____

PRINT NAME

TITLE/POSITION

SIGNATURE

CALOPPS:

Dated: _____

PRINT NAME

SIGNATURE