

**Alameda Unified School District
and
OnScene Technologies, Inc.**

**Independent
Contractors
Agreement**

July 1, 2015- June 30, 2018

INDEPENDENT CONTRACTORS AGREEMENT

This Agreement is entered into between the Alameda Unified School District (DISTRICT) and OnScene Technologies, Inc. (CONTRACTOR).

Recitals

1. DISTRICT is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters with persons specially trained, experienced and competent to perform such services.

2. DISTRICT needs special services and advice as follows:
A web-based emergency information system that enables the communication of alerts and messages to district employees, students, parents and first responders and for those persons to share real-time information in response.

3. CONTRACTOR is specially trained, experienced and competent to provide such services.

THEREFORE, the parties agree as follows:

Terms

1. Services/Work Product

CONTRACTOR agrees to provide the following services:

Share911.com is a private and secure, web-based emergency information system. Each DISTRICT employee, student and/or parent shall be provided with their own account on the Share911.com website and shall have access to the DISTRICT locations/facilities to which they are associated. Share911.com is comprised of the following features – Report, Broadcast, Check-In, Accountability, Reunification and LiveView, with those features tailored to the specific use case for each user group.

Public Safety Personnel who respond to the DISTRICT for emergencies shall receive complimentary access to the Share911.com system and each agency (i.e. Police, Fire, EMS) shall be provided with its own unique access.

Training for both DISTRICT and Public Safety Personnel shall be provided both in-person and online. In-person training shall be provided annually on a schedule that is mutually agreed upon, ideally on contiguous set of days. Training for students and parents shall be provided only online and shall be customized with the DISTRICTs branding.

Technical and customer support shall be provided via email and phone from Monday to Friday, from 6 AM – 6 PM PST.

2. Term

CONTRACTOR shall commence work on July 1, 2015. The work shall be completed no later than June 30, 2018.

3. Compensation

DISTRICT shall pay CONTRACTOR a total fee not to exceed Forty Thousand Five Hundred Dollars (\$40,500) payable as follows:

2015 - 16 School Year - \$15,000 paid by July 31, 2015

2016 - 17 School Year - \$13,500 paid by July 31, 2016

2017 - 18 School Year - \$12,000 paid by July 31, 2017

4. Completeness of Agreement

This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

5. Status of Contractor

This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Worker's Compensation coverage for CONTRACTOR's employees and for payment of all federal, state and local payroll taxes for and on behalf of CONTRACTOR's employees.

6. Fingerprinting

By execution of this Agreement/Contract, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the DISTRICT determines that the CONTRACTOR and CONTRACTOR's employees will have limited contact with pupils. In making this determination, the DISTRICT will consider the totality of the circumstances, including factors such as the length of time the CONTRACTOR and CONTRACTOR'S employees will be on school grounds, whether pupils will be in proximity with the site where the CONTRACTOR and CONTRACTOR'S employees will be working, and whether the CONTRACTOR and CONTRACTOR'S employees will be alone or with others.

(a) **DISTRICT Determination of Fingerprinting Requirement Application**

The DISTRICT has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR's employees:

_____ are subject to the fingerprinting requirements of Education Code Sections 45125.1 and/or 45125.2 and Paragraph (b) below, is applicable.

___X___ are not subject to the fingerprinting

requirements of Education Code Section 45125.1 or 45125.2 and Paragraph (c) below, is applicable.

(b) If the DISTRICT has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that: (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to the Governing Board of the DISTRICT a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense.

(c) Even if the DISTRICT has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR's employees on a school site: (1) CONTRACTOR and CONTRACTOR's employees shall check in with the school office each day immediately upon arriving at the school site; (2) CONTRACTOR and CONTRACTOR's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, CONTRACTOR and CONTRACTOR's employees shall not change locations without contacting the school office; (4) CONTRACTOR and CONTRACTOR's employees shall not use student restroom facilities; and (5) If CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

7. Indemnification

CONTRACTOR agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to CONTRACTOR in connection with the performance of this Agreement.

8. Insurance

CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the DISTRICT and shall name the DISTRICT as an additional insured. Copies of all policies shall be forwarded within ten (10)

days of the signing of this Agreement, but in all instances prior to the start of CONTRACTOR'S work.

9. Equipment and Materials

CONTRACTOR shall provide all equipment, materials and supplies necessary for the performance of the Agreement except:

Any and all computers, tablets and mobile devices through which any DISTRICT or Public Safety personnel shall access Share911.com

10. Licenses and Permits

CONTRACTOR shall obtain and keep in force all licenses, permits and certificates necessary for the performance of this Agreement.

11. Assignment

CONTRACTOR shall not assign the obligations of CONTRACTOR under this Agreement without the express prior written consent of DISTRICT.

12. Non-Discrimination

CONTRACTOR shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, religion, sex, marital status, medical condition or physical handicap.

13. Termination

DISTRICT may at any time terminate this Agreement upon a 30-day written notice to CONTRACTOR. DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination.

In addition, DISTRICT may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, DISTRICT may secure the required services from another contractor. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

14. Copyright

Any written product produced under this Agreement shall be a work for hire and shall be the property of DISTRICT. DISTRICT shall have the right to secure a copyright and the product may not be used, in any manner, without DISTRICT's written permission.

15. Waiver

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

16. Attorney's Fees

If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

17. Governing Law

This Agreement shall be governed by the laws of the State of California.

18. Severability

In the event that any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

19. Notice

All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT:
Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94541

CONTRACTOR:
OnScene Technologies, Inc.
10 White Terrace
Ramsey, NJ 07446

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party may give written notice of a change in address.

**ALL INDEPENDENT CONTRACTOR AGREEMENTS MUST BE SIGNED BY THE
INITIATING ADMINISTRATOR AND CONTRACTOR PRIOR TO SUBMISSION FOR
DISTRICT APPROVAL. WORK MUST NOT BEGIN PRIOR TO RECEIVING
DISTRICT APPROVAL DESCRIBED BELOW.**

Alameda Unified School District
By: Kelly Lara
Initiating Administrator
Title Director of Student Services
School/Dept: District Office
Date: 6/28/2015

OnScene Technologies, Inc.
Contractor
By: Erik Endress
Title: CEO
Date 06/29/2015
46-2019284
Taxpayer Identification/Social Security Number

**AN AUTHORIZED AUD REPRESENTATIVE MUST SIGN ALL
INDEPENDENT CONTRACTOR AGREEMENTS.**

Signature: Robert Clark
Name: Robert Clark
Title: CBO
Date: July 2 - 2015

INDEPENDENT CONTRACTOR QUESTIONNAIRE

The traditional tests to determine whether a worker is an employee or independent contractor involve the concept of control: Are the services of the worker subject to the Taxpayer's will and control over what must be done and how it must be done? In *Revenue Ruling 87-41, 1987-1 CB 296*, the IRS developed 20 factors used to determine whether a worker is an independent contractor under the common law. Remember: the burden of proof is on the taxpayer; therefore, in general, at least 11 of these factors must show independent contractor status under the common law tests.

For the following questions, a "yes" answer means the worker is an employee.

	<u>Yes</u>	<u>No</u>
1. Does the principal provide instructions to the worker about when, where, and how he or she is to perform the work?		X
2. Does the principal provide training to the worker?		X
3. Are the services provided by the worker integrated into the principal's business operations?		X
4. Must the services be rendered personally by the worker?		X
5. Does the principal hire, supervise and pay assistants to the worker?		X
6. Is there a continuing relationship between the principal and the worker?		X
7. Does the principal set the work hours and schedule?		X
8. Does the worker devote substantially full time to the business of the principal?		X
9. Is the work performed on the principal's premises?	X	
10. Is the worker required to perform the services in an order or sequence set by the principal?		X
11. Is the worker required to submit oral or written reports to the principal?		X
12. Is the worker paid by the hour, week, or month?		X
13. Does the principal have the right to discharge the worker at will?		X
14. Can the worker terminate his or her relationship with the principal any time he or she wishes without incurring liability to the principal?		X
15. Does the principal pay the business or traveling expenses of the worker?		X

For the following questions, a "yes" answer means the worker is an independent contractor.

	<u>Yes</u>	<u>No</u>
16. Does the worker furnish significant tools, materials and equipment?	X	
17. Does the worker have a significant investment in facilities?		X

18. Can the worker realize a profit or loss as a result of his or her services?	X	
19. Does the worker provide services for more than one firm at a time?	X	
20. Does the worker make his or her services available to the general public?		X