

Executive Summary of Service Agreement with ICS4Schools and MetroEd School District, (School District)

1. **Services**. ICS4Schools agrees to perform the services (Services) as described in the Statement of Work attached as Exhibit A, as it may be amended from time to time by the parties ("Statement of Work").
2. **Compensation**. School District agrees to pay ICS4Schools the service fees set forth in the applicable Statement of Work ("the Service Fees"). Service Fees may be increased for the next upcoming School Year, with agreement from School District
3. **Expenses**. ICS4Schools shall be responsible for all expenses incurred in association with performance of the Services, except for expenses School District agrees to reimburse in advance or as otherwise set forth in a Statement of Work. School District shall pay the cost of travel, ground/air transportation and lodging for all trainings, exercises, inspections, and such other expenses as are approved by School District prior to their being incurred.
4. **Non-Solicitation**. School District shall not, during the term of this Agreement or any extension of it, and for a period of one (1) year immediately after the termination of this Agreement, for any reason, either directly or indirectly solicit or encourage any of ICS4Schools' employees or contractors to terminate their employment or consulting relationship with ICS4Schools.
5. **Consent to Electronic Communications**. Each party to this Agreement consents to communication by way of e-mail or facsimile, and any approval, notice or consent sent by e-mail or facsimile pursuant to the terms of this Agreement or any applicable Statement of Work shall be deemed written and signed by such party as long as it is sent by such party's fax or e-mail address and School District has no reason to believe that such approval, notice or consent was not sent by such party. The consent to electronic communications can be withdrawn by either party upon written notice to the other.
6. **Services to be performed**. Incident Command System training with School District, review of comprehensive safety plan provided by School District, fire drill consultation, earthquake drill consultation, lock down consultation, hazard assessment recognition, radio training, evacuation training, roles and responsibilities training, triage training, back pack inventory assessment, emergency operations binder distribution. *All of the above delivered with the help of School District schedule availability.*

7. **Indemnification for School District.** ICS4Schools agrees to indemnify, defend and hold School District, its employees, agents, successors and assigns harmless from all claims, judgments, damages, liabilities, actions, demands, costs, expenses, or losses, including reasonable attorneys' fees, (collectively, "Claims") resulting from ICS4Schools' or its Service Providers' breach of any of the covenants, representations and warranties hereunder and/or related to injury to persons or property arising out of or in connection with ICS4Schools' activities to be performed under this Agreement; provided, however, ICS4Schools shall not be obligated under this Agreement to indemnify School District to the extent that any Claims arose from the negligence or willful misconduct of School District, any school under School District's control or any if its or their agents, employees or successors and assigns.
8. **Indemnification for ICS4Schools.** School District shall and does hereby indemnify, defend, and hold harmless ICS4Schools, its officers, directors, shareholders, employees, agents, successors and assigns from and against any Claims arising from (i) the breach by School District of any covenant, representation and warranty or other obligation under this Agreement; or (ii) the negligence or willful misconduct of School District, any school under School District's control or any if it's or their agents, employees or successors and assigns.

EXHIBIT A
STATEMENT OF WORK

This Statement of Work (“SOW”) authorizes the provision of services as described below to School District by ICS4Schools, LLC (“ICS4Schools”) pursuant to the Services Agreement by and between School District and ICS4Schools (the “Services Agreement”). All terms of the Services Agreement and its exhibits are incorporated herein as if fully set forth herein and such terms and conditions will be applicable to the Services authorized in this SOW. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Services Agreement.

Services to be Performed by ICS4Schools	Incident Command System training with School District, review of comprehensive safety plan provided by School District, fire drill consultation, earthquake drill consultation, lock down consultation, hazard assessment recognition, radio training, evacuation training, roles and responsibilities training, triage training, back pack inventory assessment, emergency operations binder distribution. <i>All of the above delivered with the help of School District schedule availability.</i> Sites included: Metro Ed. HS and District Office.
Term	This SOW will be effective as of <u>July 1, 2021</u> and may renew annually, without the need for action by either party, upon the School Year Start Date for additional twelve (12) month period(s) each, a “ <u>Renewal School Year</u> ”) unless either party provides written notice of termination within 60 days of the beginning of the then upcoming School Year. For Purposes of this SOW, the school year shall begin on <u>August 1st</u> (the “ <u>School Year Start Date</u> ”) and end on <u>June 30th</u> . (the “ <u>School Year Finish Date</u> ”).

Service Fees	<p>The Service Fees for the Services to be performed pursuant to this SOW shall be:</p> <p><u>\$2,475 total for School District as stated in the Terms above.</u></p> <p>All Service Fees may be increased for the next upcoming School Year, with the agreement of School District.</p>
Expenses	<p>ICS4Schools shall be responsible for all expenses incurred in association with performance of services.</p> <p>School District shall pay the cost of travel, ground/air transportation and lodging for all trainings, exercises, inspections, and such other expenses as are approved by School District prior to their being incurred.</p>
Payment	<p><u>School Years</u></p> <p>For School Year, payment will be due and payable as follows:</p> <p>Fifty percent (50%) of the Service Fees will be due by <u>September 30th</u>.</p> <p>Fifty percent (50%) of the balance of Service Fees will be due and payable by <u>February 1st</u>.</p> <p><u>All of the above amounts due after receiving invoice from ICS4Schools, LLC, with a one-month time period for payment.</u></p>
School District Representative	<p>District: <u>Metropolitan Education District</u></p> <p>Contact Name: <u>Lisa Ketchum</u></p> <p>Title: <u>Director of Human Relations and Communications</u></p> <p>e-mail: <u>lketchum@metroed.net</u></p> <p>telephone: <u>(408) 723-4245</u></p>

ICS4Schools' Contact Representative:	Name: <u>Joe Viramontez</u> Title: <u>CEO & Founder</u> e-mail: <u>joev@ics4schools.com</u> telephone: <u>408.891.9782</u>

THIS STATEMENT OF WORK IS AGREED TO BE EFFECTIVE UPON BOTH PARTIES SIGNING AGREEMENT.

ICS4Schools: **Date:** 8-9-21

ICS4Schools, Inc.

By: _____

School District: **Date:**

Metropolitan Education District

By: _____

Joe Viramontez, CEO & Founder

Name/Title: Dorothy Reconose, CBO