



SAFETY PLEDGE CONTRACT

for

The City of Coconut Creek

SCHOOL SAFETY GRANT
Powered By
ACTIVE LAW ENFORCEMENT RESPONSE TECHNOLOGY
(A.L.E.R.T.)

FOR MORE INFORMATION:

P: (800) 526-1927 | E: info@schoolsafetygrant.org | 322 West 52 Street, #1626, New York, NY 10101 | SchoolSafetyGrant.org



APPENDIX A: (Order Forms)

ORDER FORM:

ORDER FORM FOR ALERT SOFTWARE						
Maintenance Plan – Annually per building						
Coconut Creek City Commissioners - 4800 West Copans Rd. Coconut Creek FL, 33063						
	Licensee Authorized Site/Location(s)	Number of buildings on site that will be on ALERT Platform	ALERT	Responding Law Enforcement Agency	Price - Annually PER BUILDING	Total Price for Site/Location
1	City of Coconut Creek Community Center - 1100 Lyons Rd, Coconut Creek, FL 33063	1	✓	Coconut Creek PD	\$2600.00	Waived
2	Public Works and Utilities Building - 4800 W Copans Rd, Coconut Creek, FL 33063	1	✓	Coconut Creek PD	\$3000.00	\$3000.00
3	Government Center - 4800 West Copans Road Coconut Creek, FL 33063	1	✓	Coconut Creek PD	\$5300.00	\$5300.00
4	Recreation Complex - 4455 Sol Press Blvd, Coconut Creek, FL 33073	1	✓	Coconut Creek PD	\$3000.00	\$3000.00
					DISCOUNT:	\$2600.00
TOTAL ANNUAL COST 10/01/2021 – 9/30/2022						\$11,300.00
TOTAL ANNUAL COST 10/01/2022 – 9/30/2023						\$11,300.00
TOTAL ANNUAL COST 10/01/2023 – 9/30/2024						\$11,300.00
TOTAL ANNUAL COST 10/01/2024 – 9/30/2025						\$11,300.00
TOTAL ANNUAL COST 10/01/2025 – 9/30/2026						\$11,300.00
TOTAL COST 10/01/2021 – 9/30/2026						\$56,500.00
Licensee Official Signature:				Date:		

FOR MORE INFORMATION:

P: (800) 526-1927 | E: info@schoolsafetygrant.org | 322 West 52 Street, #1626, New York, NY 10101 | SchoolSafetyGrant.org

END USER LICENSE AGREEMENT

This End User License Agreement (the “EULA”) constitutes a legal agreement between Licensee and School Safety Grant, LLC (“School Safety Grant”) regarding Licensee’s use of the ALERT software for which Licensee has received a royalty-free license grant (the “Software”). “Licensee” or “You” means the organization identified in the signature block hereof as such, as further specified on Schedule A. Please read this EULA carefully before downloading or installing the Software. Licensee may only use the Software pursuant to this EULA. By downloading, accessing, or otherwise using this Software, You acknowledge that You have read, understood, and agree to be bound by this EULA. If You do not accept the terms and conditions of this EULA and do not wish to be bound by the EULA, do not download, install, or otherwise use the Software. To the extent that any of the provisions set forth in Schedule A irreconcilably conflict with the body of this EULA, the provisions of Schedule A shall govern.

1. LICENSE AND RESTRICTIONS

1.1. Grant of License. School Safety Grant hereby grants to Licensee a limited, non-exclusive, nontransferable, non-sublicensable right and license to access and use the Software in machine readable, object code form and the accompanying user manuals (the “Documentation,” and collectively with the Software, the “Licensed Property”) as authorized in this EULA solely for Licensee’s own operations at the locations identified on Schedule A. Any use of the Licensed Property not expressly permitted by this EULA is prohibited. For purposes of this EULA, “Licensed Property” includes any updates, enhancements, modifications, revisions, or additions to the Software or the Documentation (each an “Enhancement”) made by School Safety Grant and made available by School Safety Grant to end users with or without additional consideration. Notwithstanding the foregoing, in no event is School Safety Grant required to provide Licensee with any Enhancements to the Licensed Property. If, however, School Safety Grant does furnish to Licensee any Enhancement to the Licensed Property, Licensee’s use of such items shall be subject to the terms and conditions of this EULA.

1.2. Scope of Use. Licensee may use the Software solely on or with the equipment owned, leased, or otherwise controlled by Licensee at the location(s) as identified on Schedule A. For purposes of this EULA, “use” of the Software means loading the Software into the temporary or permanent memory of a computer. The Software may not be used on or distributed to a greater number of locations than identified on Schedule A.

Use or distribution of the Software to additional locations constitutes a breach of this EULA.

1.3. Restrictions. This EULA strictly prohibits reverse engineering, disassembling, decompiling, modifying, translating, or creating derivative works of the Software in whole or in part. The Licensed Property is protected by the copyright laws of the United States and other international laws and treaties, and may not be reproduced, republished, displayed, duplicated, distributed, copied, transmitted, sold, resold, modified or otherwise exploited for any purpose without the prior written consent of School Safety Grant. Notwithstanding the foregoing, Licensee may make one copy of the Licensed Property for archival, emergency, back-up, or disaster recovery purposes only.

1.4. No Services. The Licensed Property is a technology product intended and offered solely to assist with Licensee’s management of its property, and School Safety Grant does not provide any security or premises monitoring services. Except expressly provided on the Order Form (Schedule A) or in a subsequent writing signed by both parties, School Safety Grant is and will be under no obligation to provide any services to Licensee with respect to the Licensed Property.

1.5. Cooperation and Provision of Information. In order to operate the System and grant access, School Safety Grant requires cooperation from Licensee, including the provision at Licensee’s sole cost, of various materials, information and other items customarily sought by School Safety Grant from its licensees, which, if applicable, may include, without limitation e-mapping, camera photo plotting, room numbers, and other activities.

2. PROPRIETARY RIGHTS

2.1. Ownership. Licensee acknowledges that: (i) School Safety Grant and its licensors own the full right, title and interest in and to the Licensed Property and all related intellectual property rights, including but not limited to patents, copyrights, trademarks, trade names, trade secrets, and any and all alterations, adaptations, changes or Enhancements to the Licensed Property or derivative works thereof; and (ii) Licensee shall have no right or interest in or to the Licensed Property or any related intellectual property, including but not limited to patents, copyrights, trademarks, trade names, trade secrets, and any all alterations, adaptations, modifications, updates, enhancements, revisions, additions, or changes to the Licensed Property or

derivative works thereof.

2.2. Copies. The original and all copies of the Licensed Property in Licensee’s possession shall be the property of School Safety Grant. All copyright and other proprietary notices and markings must be retained and reproduced in their entirety on all copies of the Licensed Property.

2.3. Trademarks. All product names, trademarks, service marks, symbols, trade names, company names, or logos (collectively, the “Marks”) used in connection with the Licensed Property are the property of their respective owners and appear through the courtesy of, or a license from, such owners. All Marks are protected by law, including without limitation United States laws regarding trademark and unfair competition. This EULA does not grant Licensee any interest in any Mark and Licensee is not permitted to use any Mark owned by School Safety Grant or its licensors without first obtaining the express written consent of School Safety Grant and the applicable licensor(s), nor is School Safety Grant permitted to use any Mark owned by Licensee without first obtaining the express consent of Licensee.

3. TERM AND TERMINATION

3.1. Term. This EULA shall commence as of Effective Date set forth in Schedule A, or if no date is set forth in such Schedule, the “Effective Date” shall be the latest of the dates this EULA is signed by both parties. The term (“Term”) of this EULA shall begin on the Effective Date which is when the EULA is signed and end after a period of five (5) years of the signed date.

3.2. Termination. Licensee may elect not to renew this EULA at any time by (1) providing written notice of termination to School Safety Grant at least sixty (60) days before termination, and (2) destroying all copies of the Licensed Property on its systems and hardware in its possession and control and provide written verification of such destruction to School Safety Grant. copies and (3) providing written verification of such destruction to School Safety Grant.

3.3. Termination by School Safety Grant. School Safety Grant may terminate this EULA if Licensee breaches any term or condition hereof (including, without limitation, failure to timely pay any maintenance fees as set forth on the Order Form (Schedule A) by giving Licensee ten (10) days’ written notice of such breach and of School Safety Grant’s decision to terminate the EULA. In addition, School Safety Grant may terminate this EULA upon no less than sixty (60) days written notice to Licensee for any reason. **Effects of Termination.** Upon termination of the EULA by Licensee or by School Safety Grant: (a) all rights granted under this EULA shall immediately terminate; (b) Licensee shall immediately cease using the Licensed; and (c) Licensee shall destroy all copies of the Licensed Property on its systems and hardware in its possession and control, and provide written verification of such destruction to School Safety Grant.

If Licensee has paid any maintenance fees, termination of this EULA will not affect School Safety Grant’s entitlement to any sums due hereunder and will not be entitled to any refund of any portion of any fees paid.

3.4. Survival. The provisions of Articles 2, 3, 4, 6, 7, and 11 and Section 5.3 shall survive termination of this EULA for any reason.

4. INDEMNIFICATION

Nothing herein is intended to serve as a waiver of the protection or limitations of sovereign immunity under Section 768.28, Fla. Stat. by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Licensor and Licensee shall be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

To the fullest extent permitted by law, the Licensor and Licensee agree to indemnify and hold the other's officials, employees and agents harmless from action, demands, claims, losses, liabilities, and expenditures of any kind including, but not limited to, reasonable attorneys' fees, court costs and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the other, and other persons employed or utilized by that party in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

5. WARRANTIES AND DISCLAIMER

5.1. School Safety Grant’s Warranty. School Safety Grant represents and warrants: that (i) it has the right and authority to grant the license hereunder with respect to the Licensed Property, and (ii) the Licensed Property, as delivered to Licensee (and in the absence of combination with any other technology) does not infringe the intellectual property rights of any third party under any applicable law. **Performance Warranty.** School Safety Grant warrants that, for a period of ninety (90) days from the date of

shipment of the Licensed Property (the “Warranty Period”), the Software will function in accordance with accompanying Documentation in all material respects. If (a) the Software fails to conform to the preceding warranty during the Warranty Period, (b) Licensee provides School Safety Grant with written notice of the defect, failure, or problem prior to the end of the Warranty Period, and (c) School Safety Grant is able to reproduce the non-conformity on an unmodified copy of the Software, School Safety Grant will, at its election and at no additional charge to Licensee, repair or replace the Software. School Safety Grant may also elect to refund any amounts paid by Licensee to School Safety Grant and terminate this EULA. Licensee agrees that its sole and exclusive remedy under this Section 5.2 is repair or replacement and/or, in School Safety Grant’s discretion, refund. This warranty is void if the non-conformity is caused in whole or in part by: (i) a defect in any portion of any hardware or other equipment not owned and provided by School Safety Grant; (ii) any third party software, operating system, hardware, firmware, peripheral, or communications device used in connection with the Software; (iii) Licensee’s failure to follow the most current instructions promulgated by School Safety Grant with respect to the Software; (iv) Licensee’s negligence; or (v) unauthorized use of the Software. If School Safety Grant determines that any warranty claim that Licensee reports falls within any of the foregoing exceptions,

5.2. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 5.1 AND 5.2, SCHOOL SAFETY GRANT MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. SCHOOL SAFETY GRANT EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON- INFRINGEMENT, AND WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. SCHOOL SAFETY GRANT DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED, BE SECURE FROM HACKING, THAT IT WILL BE FREE FROM DEFECTS OR ERRORS, OR THAT THE SOFTWARE IS DESIGNED TO MEET ALL OF LICENSEE’S BUSINESS REQUIREMENTS.

6. LIMITATION OF LIABILITY

6.1. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL SCHOOL SAFETY GRANT, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION ARISING OUT OF RELATING TO THIS EULA OR THE USE OR INABILITY TO USE THE LICENSED PROPERTY, REGARDLESS OF WHETHER SUCH CLAIM, DEMAND, OR ACTION IS BASED IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER SCHOOL SAFETY GRANT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CUMULATIVE, AGGREGATE DAMAGES OF EITHER PARTY WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, IMPLIED TERM OR CONDITION, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE SUM OF THE FEES PAID HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THE CLAIM AROSE. THE FOREGOING LIMITATIONS ON LIABILITY SHALL APPLY REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

6.2. Remedies. If Licensee is dissatisfied with the Software, Licensee’s sole remedy is to discontinue use of the same.

7. CONFIDENTIAL INFORMATION

“Confidential Information” means the Software, Documentation, and any proprietary materials or nonpublic business information (including any pricing information) or technical information, features, or performance that is disclosed to Licensee in connection with this EULA or that Licensee learns through use of the Software. Licensee shall not use or disclose any Confidential Information except as expressly permitted herein and Licensee shall use all reasonable measures to maintain the confidence of all such Confidential Information, which measures will in no event be less than the measures that Licensee take to protect its own proprietary or confidential information. Notwithstanding the foregoing, Licensee may disclose Confidential Information to the extent required by law or by order of a court or governmental agency of competent jurisdiction; provided, however, that Licensee gives School Safety Grant prompt notice of the disclosure, and use reasonable efforts to cooperate with School Safety Grant, at School Safety Grant’s expense, if School Safety Grant wishes to obtain a protective order or otherwise protect the confidentiality of such Confidential Information. Licensee agrees that School Safety Grant may disclose information or records concerning this EULA or use of the Licensed Property within its possession, custody or control, if obligated to do so by Applicable Law, if such information or records may be sought in any legal proceeding subject to court order or any subpoena, or if it may be requested in connection with an investigation by a federal or local governmental department or agency.

If Licensee is subject to Chapter 119 of Florida Statutes (referred to as the “Act”), and School Safety Grant is a “contractor” as defined under s. 119.0701, Florida Statutes, Licensee shall advise School Safety Grant of the applicability of the Act, and the parties shall comply with the same.

Specifically, School Safety Grant shall: (1) keep and maintain non-exempt public records required by Licensee to perform the service; (2) Upon request from Licensee’s custodian of public records, custodian of public records, provide Licensee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant/Contractor/Vendor does not transfer the records to Licensee; (4) upon completion of the contract, transfer, at no cost, to Licensee all public records in possession of School Safety Grant or keep and maintain public records required by Licensee to perform the Service. If School Safety Grant may transfer all public records to Licensee upon completion of the contract, it shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If School Safety Grant keeps and maintains public records upon completion of the parties’ contract, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Licensee, upon request by Licensee’s custodian of public records, in a format that is compatible with Licensee’s information technology systems.

Failure by the School Safety Grant to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Licensee.

8. AUDIT

School Safety Grant may, with 30 days notice to the Police Chief, but not more than once every twelve months, either on its own or through a duly authorized representative, conduct an audit of Licensee’s use of the Software to ensure that Licensee is complying with the terms of this EULA.

9. COMPLIANCE WITH LAWS

In carrying out its respective obligations under this Agreement, and in connection with Licensee’s use of the Licensed Product, each party comply with all applicable laws, rules, and regulations, including U.S. export and re-export control laws and regulations (“Applicable Law”). Any breach of this Article 9 shall immediately terminate the license and rights granted by School Safety Grant hereunder, and may subject Licensee to civil and/or criminal prosecution. To the extent that any third party permissions or consents may be required by Applicable Law with respect to using or capturing the name, likeness or information of any third party in connection with use of the Licensed Property, Licensee agrees and acknowledges that it, and not School Safety Grant, will be solely responsible to obtain and maintain such permissions or consents.

10. TAXES

Licensee is Tax exempt.

11. GENERAL

11.1. Relationship of the Parties. Nothing in this EULA shall be deemed to create an agency, partnership, employment or joint venture relationship between Licensee and School Safety Grant.

11.2. Headings. Headings contained in this EULA are for reference only and shall not affect the meaning or interpretation of this EULA.

11.3. Amendment. This EULA cannot be amended except by a writing that specifically references this EULA and is signed by both parties.

11.4. Governing Law. The parties waive the privilege of venue and agree that all litigation between them will be exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the Federal Courts shall take place exclusively in the Southern District in and for the State of Florida.

11.5. Assignment. This EULA may be assigned by School Safety Grant, in its sole discretion, to a third party. Licensee may not assign this EULA to any third party without prior written consent from School Safety Grant which may be given or withheld in School Safety Grant’s sole discretion.

11.6. Waiver. No failure or delay by Licensee or School Safety Grant in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or



the exercise of any other right, power or privilege.

11.7. Severability. If any provision of this EULA is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed stricken and the remainder of this EULA shall continue in full force and effect in so far as it remains a workable instrument to accomplish the intent and purposes of the parties hereto.

11.8. Entire Agreement. This EULA () including Schedule A and constitutes the entire agreement and understanding between Licensee and School Safety Grant with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties by their authorized signatures below have executed this EULA as of the EffectiveDate.

SCHOOL SAFETY GRANT, LLC (“Licensor”)

By: _____ Title: VP
Richie Perna

CITY OF COCONUT CREEK, CITY COMMISSIONERS (“Licensee”)

BY: _____
Karen M. Brooks, City Manager Date

ATTEST:

Marianne Bowers, Interim City Clerk Date

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney Date

Schedule A

Order Form for Licensees

This Order Form is made a part of the EULA between School Safety Grant LLC and the below licensee (“Licensee”). In the event of any irreconcilable conflict between the terms of this Order Form and the EULA, the provisions of this Order Form shall govern.

Licensee Name:	Coconut Creek City Commissioners
Licensee Authorized Location(s):	4800 West Copans Rd. Coconut Creek FL, 33063
Effective Date:	10/01/2021 – 9/30/2026
Basic Annual Maintenance Fees (payable 12 months in advance):	\$11,300.00
Included Services:	Initial implementation, onboarding and remote training concerning use of the Software are included.
One Time Fee for ALERT Plus, if applicable:	N/A
Bundled Products, if any:	N/A