

## **SUBLICENSE AGREEMENT WITH TULARE COUNTY SHERIFF'S OFFICE**

### **NOTE TO DISTRICT/SCHOOL:**

The attached Sublicense Agreement should be signed and dated by District/School, and then provided, together with Attachments 1-3, to the Tulare County Sheriff's Office for review and execution.

No changes to the Sublicense Agreement may be made without the prior written consent of TCOE.

Following execution of the Sublicense Agreement by District/School and the Tulare County Sheriff's Office, a copy of the Sublicense Agreement must be returned to TCOE at the following for its review and execution:

Tulare County Superintendent of Schools  
Attention: Frank Silveira, School Safety Program Administrator  
6500 S. Mooney Blvd., Suite E  
Visalia, CA 93277  
Frank.silveira@tcoe.org

**TULARE COUNTY SHERIFF'S OFFICE  
SUBLICENSE AGREEMENT**

This Sublicense Agreement ("Sublicense Agreement") is entered into effective as of November 20, 2024 ("Effective Date"), by and between Stone Corral Elementary School District ("District/School"), the Tulare County Superintendent of Schools ("TCOE"), and the Tulare County Sheriff's Office ("Agency"). District/School, TCOE, and Agency may be referred to individually as "Party" and collectively as "Parties" in this Sublicense Agreement.

**RECITALS**

- A. **WHEREAS**, District/School and TCOE have entered into a license agreement ("License Agreement") for District/School's use of certain proprietary software commonly known as ActVnet, developed and wholly owned by TCOE, which is more fully described in **Attachment 1**; and,
- B. **WHEREAS**, TCOE has granted District/School the right to sublicense use of ActVnet pursuant to that certain License Agreement between District/School and TCOE; and,
- C. **WHEREAS**, ActVnet is designed to promote cooperation between participating schools and school districts and participating law enforcement agencies, fire departments, and emergency personnel ("Safety Agencies" or "Safety Agency") during an Emergency, as defined in **Attachment 1**, on school campuses with the ultimate goal of protecting students, employees, and community members; and,
- D. **WHEREAS**, Agency is a Tulare County Safety Agency; and
- E. **WHEREAS**, Agency has determined that the District/School's Campuses (as defined in **Attachment 1**) are within the jurisdiction of the Agency; and,
- F. **WHEREAS**, in order to enable Safety Agencies to respond quickly and efficiently to emergencies on District/School Campuses, and to benefit the safety of the community at large, District/School wishes to grant Agency a sublicense and Agency hereby desires to accept the sublicense, to install and use ActVnet in accordance with the terms and conditions set forth in this Sublicense Agreement.

**NOW, THEREFORE**, in consideration of the mutual representations, warranties and agreements contained herein, the Parties hereto agree as follows:

## **SUBLICENSE AGREEMENT**

1. **Sublicense.** Subject to the terms and conditions of this Sublicense Agreement, District/School hereby grants, and Agency hereby accepts, a nonexclusive, non-transferable sublicense to use ActVnet ("Sublicense"). A fully executed copy of this Sublicense Agreement shall be provided to TCOE for recordkeeping.
2. **Services.** The Sublicense shall give Agency access to the following services provided by TCOE:
  - a. **Installation.** Assistance with ActVnet installation on Agency's hardware.
  - b. **Training.** As set forth in **Attachment 2**, TCOE shall provide District/School and Agency personnel with a set number of training hours, which may be delivered in various formats, including, but not limited to online, in-person, or via pre-recorded videos and written materials. Training sessions shall be scheduled and coordinated by District/School, Agency, and TCOE and shall be mandatory for all District/School and Agency personnel who will operate and have access to ActVnet.
  - c. **Maintenance and Support.** TCOE Maintenance and Support services as defined in **Attachment 2**.
  - d. **New Releases and Updates.** All new software releases and updates for ActVnet during the Term of the Sublicense Agreement (as defined below).
3. **Term, Termination, and Survival.**
  - a. **Term.** The term of this Sublicense Agreement shall commence upon the Effective Date, shall run concurrently with the District/School's License Agreement with TCOE ("Term"), and shall automatically terminate upon the cancellation or expiration of District/School's License Agreement with TCOE, unless earlier terminated pursuant to the terms of this Sublicense Agreement.
  - b. **Termination for Convenience.** Any Party may terminate this Sublicense Agreement by providing the other Parties at least thirty (30) days prior written notice.
  - c. **Effects of Termination.** Following any termination or cancellation of this Sublicense Agreement: (i) Agency will, immediately upon District/School's request,
    - i. Either destroy or return to TCOE all copies of ActVnet, documentation, materials, and Proprietary Information, as defined in Section 4 below (collectively, "ActVnet Records");
    - ii. Give notice to its personnel authorized to use ActVnet that use of ActVnet must be suspended immediately with respect to District/School and all copies of ActVnet and ActVnet Records must be returned to TCOE or destroyed; and

- iii. Complete and return the Acknowledgment form received from District/School to TCOE within thirty (30) days of the termination of this Sublicense Agreement attesting that all copies of ActVnet and ActVnet Records have been destroyed or returned to TCOE. A sample Acknowledgment Form that must be completed and returned to TCOE and District/School is attached as **Attachment 3**.
- 4. **Fee.** Agency shall not be assessed a fee for the Sublicense or use of ActVnet.
- 5. **Survival.** Sections 5, 6, 7, 8, 9, and 14 of this Sublicense Agreement shall survive the expiration and termination of this Sublicense Agreement for any reason.
- 6. **Proprietary Information and Intellectual Property.**
  - a. **Proprietary Information.** Agency understands and acknowledges that TCOE has developed and owns certain intellectual property that TCOE used in the development of ActVnet, including but not limited to, source code, software tools or documentation, trade secrets, reports, memorandum, training manual and materials, data visualizations, files, input materials, output materials, software, and any other data or materials provided or made available to the Agency under this Sublicense Agreement ("Proprietary Information"). In addition, TCOE shall own all other ideas, concepts, themes, documentation or other intellectual property or copyrightable material conceived, developed, created, written or contributed which improves, enhances, or directly impacts any Proprietary Information, excepting any public domain data or information. Agency further acknowledges and agrees that the rights of whatever nature in the Proprietary Information are and shall remain the property of TCOE, and nothing in this Sublicense Agreement shall be construed as assigning or transferring the ownership of any such rights to Agency or any third party.
  - b. **Ownership.** Title to and ownership of ActVnet and all applicable proprietary rights including, but not limited to, rights in patents, copyrights, author's rights, trademarks, trade names, Proprietary Information, graphic design and design elements, know-how and identified trade secrets in ActVnet, shall remain at all times with TCOE. Agency shall not reverse engineer, decompile or disable ActVnet or any portion thereof, nor otherwise attempt to create or derive the source code of ActVnet. Except for the rights set forth in this Sublicense Agreement, no other right or license with respect to any intellectual property is granted under this Sublicense Agreement.
  - c. **Know-How.** Agency acknowledges that Know-How is and shall at all times be and remain the sole and exclusive property of TCOE, and Agency shall derive no rights, title or interest therein except as expressly set forth in this Sublicense Agreement. "Know-How" means all technical and other information, or knowledge useful for the use or implementation of ActVnet that is necessary or convenient to use/implement ActVnet and which is not in the public domain, including without limitation, concepts, discoveries, data, designs, formulae, ideas, inventions, methods, models, assays, research plans, procedures, processes, designs for experiments and tests and results of

experimentation and testing (including results of research and development), and process (including manufacturing processes, specification and techniques), and includes any rights including but not limited to patent, copyright, trade secret or non-disclosure agreements or design rights protecting any of the foregoing. The fact that an item is known to the public shall not be taken to exclude the possibility that a compilation including the item, or a development relating to the item, is or remains not known to the public.

- d. Third Party Requests. If any third party requests copies of, or access to, ActVnet or Proprietary Information pursuant to the California Public Records Act or any other applicable law, Agency will provide TCOE notice of such request as soon as reasonably practicable.
7. Student Data. Agency acknowledges and agrees that Agency shall not have access to, or the right to access, any Student Data provided by District/School to TCOE and uploaded to or maintained with ActVnet. For purposes of this Agreement, Student Data includes "education records" as defined in the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99, as amended); as well as "pupil records" as defined in Education Code sections 49061(b) and 49073.1, and "directory information" as defined in Education Code section 49061(c). Notwithstanding the foregoing, Agency may have access to certain security camera footage as described in this Agreement during an emergency situation, as determined by the District/School, and should such security camera footage contain education records the parties agree it is provided in such an emergency situation because the information is necessary to protect the health or safety of the student or other individuals pursuant to 34 CFR § 99.36. Further, the Agency may be permitted access to certain security camera footage as described in this Agreement as part of a training, drill, or other preparedness exercise as the District/School has determined that the threat of an emergency situation, including an active shooter scenario, is an articulable and significant threat necessitating the disclosure of such security camera footage as provided for herein, including to the extent the footage contains education records. Further, the Parties understand and agree that with respect to access to security camera footage as described in this Agreement, the Agency is performing an institutional function for which the District/School would otherwise use employees, that the Agency is under the direct control of the District/School with respect to the use and maintenance of education records, and that the Agency is subject to 34 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. The Agency shall use the security camera footage solely for the purposes outlined in this Agreement, maintain the confidentiality of any education records contained in the footage, and not redisclose or use the footage for any purpose not explicitly authorized by this Agreement. The District/School retains the right to determine what constitutes an emergency situation warranting disclosure and to limit or revoke Agency's access to security camera footage at any time.
  8. Limited Warranty.
    - a. Software Warranty. Agency acknowledges and understands that TCOE warrants that ActVnet as delivered will materially comply with the published specifications by TCOE

for ActVnet. TCOE's obligations under this warranty are limited to providing District/School and Agency with properly operating versions of ActVnet. TCOE does not warrant that the operation of ActVnet will be uninterrupted or error-free. IN PARTICULAR, FOR PURPOSES OF THE FOREGOING WARRANTY, AGENCY ACKNOWLEDGES THAT ACTVNET IS NOT AND CANNOT BE MADE 100% ACCURATE, AND THAT ANY ERRORS OR FAILURE TO PERFORM SHALL NOT BE DEEMED A BREACH OF SUCH WARRANTY.

- b. No Other Warranty. AGENCY ACKNOWLEDGES AND UNDERSTANDS THAT EXCEPT AS EXPRESSLY SET FORTH ABOVE, ACTVNET IS PROVIDED "AS IS" AND TCOE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ALL TECHNOLOGY, THIRD PARTY AND OPEN SOURCE MATERIALS, SOFTWARE OR DERIVATIVE WORKS PROVIDED OR OTHERWISE SUBLICENSED TO AGENCY IN CONNECTION WITH THIS SUBLICENSE AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. AGENCY FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT TCOE DOES NOT GUARANTEE THE SAFETY OF ANY DISTRICT/SCHOOL STUDENTS, STAFF, OR PERSONNEL, AGENCY STAFF OR PERSONNEL, OR ANY OTHER PERSON.
9. Indemnification. Each Party shall be solely responsible for the actions of their respective directors, officers, governing boards, members of their governing boards, employees, and agents. Each Party shall indemnify, defend, protect, hold harmless, and release ("Indemnifying Party") the other Parties' and their respective directors, officers, governing boards, members of their governing boards, employees, and agents ("Indemnified Parties") from and against any and all claims of any nature whatsoever, losses, causes of action, judgments, costs (including attorney's fees) (collectively "Claims"), including but not limited to any such Claims for injury, death, or damage to property arising out of or in connection with, or caused by an act, omission, or negligence of the Indemnifying Party related to this Sublicense Agreement.
10. Non-Authorized Use of ActVnet.
  - a. Agency shall not use or access ActVnet except in the event of an Emergency, as defined in **Attachment 1**, and solely for the purposes set forth in **Attachment 1**. Agency shall take all reasonable steps to ensure that only authorized and trained Agency personnel use and have access to ActVnet. Agency acknowledges and understands that Agency is solely responsible for managing and monitoring its personnel's User Accounts, as defined in **Attachment 1**, and that unauthorized use of ActVnet shall make the Sublicense immediately voidable by TCOE and/or District/School.
  - b. Immediately upon becoming aware of any unauthorized use or access of ActVnet, Agency shall notify District/School and TCOE, and shall fully cooperate with an investigation of and response to the incident.

- c. ActVnet Director, as defined in **Attachment 1**, or other designee shall provide District/School and Site Primaries, as defined in **Attachment 1**, a minimum of forty-eight (48) hour prior notice before accessing a Campus surveillance system for training purposes.
11. **No Assignment.** Agency may not assign this Sublicense Agreement or transfer its obligations hereunder without the prior written consent of TCOE and District/School.
12. **Amendments, Waivers and Severability.** Except as otherwise provided herein, this Sublicense Agreement may be amended only by written agreement duly signed by all Parties. Any provision of this Sublicense Agreement that is prohibited or unenforceable in any jurisdiction will not invalidate or render unenforceable the remaining provisions of this Sublicense Agreement.
13. **Representations.** Each Party represents and warrants that (i) it has the right and authority to enter into this Sublicense Agreement and perform its obligations, covenants and promises hereunder, (ii) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation, (iii) the execution, delivery and performance of this Sublicense Agreement has been duly authorized by all requisite corporate action, (iv) this Sublicense Agreement constitutes the legal, valid and binding agreement of such Party, enforceable against it in accordance with its terms, and (v) it has obtained all authorization, approvals, consents or permits required to perform its obligations under this Sublicense Agreement under all applicable law and regulation.
14. **Insurance.** Each Party shall be self-insured or maintain an insurance policy, with sufficient coverage and limits to cover claims arising out of or related to this Sublicense Agreement. Each Party shall provide documentation verifying the Party's coverage and limits upon the written request of another Party. Each Party shall notify all other Parties within five (5) days of any changes to the Party's policy or limits.
15. **Worker's Compensation Insurance.** Each Party shall be responsible for maintaining worker's compensation insurance coverage at the statutory limits during the Term of this Sublicense Agreement and in accordance with applicable law.
16. **Relationship of the Parties.** Nothing contained in this Sublicense Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the District/School, Agency, and TCOE. The relationship between these Parties will at all times be that of independent contractors. No Party will have authority to contract for or bind another in any manner whatsoever. This Sublicense Agreement confers no rights upon any Party except those expressly granted herein.
17. **Entire Agreement.** This Sublicense Agreement, along with any exhibits attached to this Sublicense Agreement, which are hereby incorporated herein by this reference, constitutes the final and complete understanding between the Parties and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the Parties with respect to the subject matter contained in this Sublicense Agreement.

18. Interpretation. This Sublicense Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The headings in this Sublicense Agreement are for reference only and will not affect the interpretation of this Sublicense Agreement.
19. Governing Law and Venue. This Sublicense Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Sublicense Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to any motion for transfer of venue.
20. Dispute Resolution. In the event of a dispute between the Parties concerning this Sublicense Agreement or the rights and duties of a Party under this Agreement, the Parties shall first attempt to resolve the dispute informally. If the Parties cannot reach a resolution, they shall attempt in good faith to settle the dispute through nonbinding mediation to be held at a mutually agreeable location within Tulare County. The Parties shall agree upon and select a mediator and share equally the costs and fees of mediation. If the Parties are unable to resolve the dispute through nonbinding mediation, each Party may pursue its legal rights and remedies through any other legally permissible means, but no Party may pursue any such legal remedy unless and until the Parties have engaged in at least one session of non-binding mediation. District/School shall provide written notice to TCOE within forty-eight (48) hours if the Parties cannot resolve a dispute through mediation.
21. Notices. Any notice, request, demand, approval, consent, instruction, or other communication to be given to any Party hereunder shall be delivered by personal service, regular mail, certified mail, overnight mail with proof of delivery, facsimile with proof of transmission, or by email provided receipt is acknowledged as follows:

If to District/School:

Stone Corral Elementary School District  
Attn: Christopher Kemper, Superintendent  
15590 Avenue 383, Visalia, CA 93292  
[ckemper@stone-corral.k12.ca.us](mailto:ckemper@stone-corral.k12.ca.us)

If to Agency:

Tulare County Sheriff's Office  
Attention: Tom Sigley, Under-Sheriff  
833 S. Akers St., Visalia, CA 93291  
[TSigley@tularecounty.ca.gov](mailto:TSigley@tularecounty.ca.gov)

If to TCOE:



Tulare County Superintendent of Schools  
Attention: Frank Silveira, School Safety Program Administrator  
6500 S. Mooney Blvd., Suite E, Visalia, CA 93277  
[frank.silveira@tcoe.org](mailto:frank.silveira@tcoe.org)

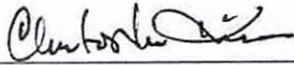
Each Party shall give the other Parties written notice within seven (7) days of any change to the designees identified above.

22. Due Authority of Signatories. Each individual signing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized by appropriate action of such Party to execute, and thereby bind such Party to, this Sublicense Agreement

IN WITNESS WHEREOF, the Parties have entered into this Sublicense Agreement as of the Effective Date.

Date: 11/21/24

STONE CORRAL ELEMENTARY  
SCHOOL DISTRICT

By: 

Print: Christopher Kemper

Its: Superintendent

Date: 12/17/24

TULARE COUNTY SHERIFF'S OFFICE

By: FOR STEVE A. SANCHEZ

Print: Tom Sigley

Its: Tulare County Under-Sheriff

Date: 11/20/24

TULARE COUNTY SUPERINTENDENT  
OF SCHOOLS

By: 

Print: Tim A Hire

Its: Tulare County Superintendent of Schools

Approved as to Form

County Counsel

By: Allison K. Pierce  
Deputy

Date: 12/3/24

Matter ID: 20241640