



CONTRACT EXECUTIVE OVERVIEW

Other Party Name Target Solutions (soon to be Vector Solutions)

Project Name: Target Solutions Training Program

Contract Type: Renewal of Client Agreement

Contract Value \$ 25,341.13

Resolution # n/a

City Council Approval Date: n/a

Reviewed by City Attorney Y/N n/a

Contract Term: 1 year

Renewable (Y/N): yes

If Yes, # and length of
renewals: unlimited

City's Project Manager Renina Fuller

Brief Description/Purpose:

1 year renewal of software system called Target Solutions used for citywide training. Quote Q-69503

Approvals:

Responsible Dept. Director

DocuSigned by:

Renina Fuller
68018EDD4C30425...

Date: Aug 17, 2020 | 5:35 AM PDT

City Finance

DocuSigned by:

Belena Alves
4F2A3892B87B492...

Date: Aug 14, 2020 | 9:16 AM PDT

City Attorney

DocuSigned by:

William Reichmann
4C1B97CCC19C46D...

Date: Aug 14, 2020 | 7:50 AM PDT

City Manager

DocuSigned by:

Matthew Norton
28DF7AE87692454...

Date: Aug 20, 2020 | 6:51 AM PDT

Other Party Contact Name and email brittany.adams@vectorsolutions.com and brandi.howe@vectorsolutions.com



Schedule A – Renewal

Date: Thursday, August 13, 2020

Client Information

Client Name: City of Palm Coast (FL) Enterprise	
Address: 160 Lake Avenue, Suite 214 Palm Coast, FL 32164	
Primary Contact Name: rfuller@palmcoastgov.com	Primary Contact Phone: 13869862360

Agreement Term

Effective Date: 10/01/2020	Initial Term: 12 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Renina Fuller			
Billing Address: 160 Lake Avenue Palm Coast, Florida 32164		Billing Phone: 386-986-3723	
Billing Email: ap@palmcoastgov.com	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Fees

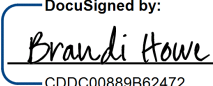
Product	Description	Qty	Price	Sub Total
TargetSolutions Premier Membership Platform	Water	91	\$77.25	\$7,029.75
Maintenance Fee	Annual maintenance of the TargetSolutions Training platform.	1	\$395.00	\$395.00
TargetSolutions NFPA / Fire / EVO Catalog	NFPA / Fire / EVO Catalog	5	\$10.00	\$50.00
TargetSolutions Premier Membership Platform	City Employee	354	\$50.47	\$17,866.38

Grand Total: \$25,341.13

Please note that this is not an invoice.

TargetSolutions Learning, LLC
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

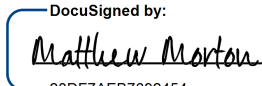
City of Palm Coast (FL)
160 Lake Avenue
Palm Coast, FL 32164

By:  DocuSigned by:
CDDC00889B62472...

Printed Name: Brandi Howe

Title: Director of Account Management

Date: Aug 18, 2020 | 8:23 AM PDT

By:  DocuSigned by:
28DF7AEB7692454...

Printed Name: Matthew Morton

Title: City Manager

Date: Aug 20, 2020 | 6:51 AM PDT



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name TargetSolutions Learning, LLC

Project Name: N/A

Bid/Reference # N/A

Contract Type: Client Agreement

Contract Value \$20,688

Resolution # N/A

City Council Approval Date: N/A

Standard Contract Template (Y/N): N

If No, then Reviewed by
City Attorney: Y

Length of Contract: 1

If Yes, # and length of renewals:
indefinite 1 year renewals

Renewable (Y/N): Y

City's Project Manager Debbie Streichsbier

Brief Description/Purpose:

TargetSolutions - subscription renewal – Employee training software tool

Approvals:

Responsible Dept. Director

DocuSigned by:

Steven Viscardi

C6F50353B496474...

City Finance

Helena Alves

4F2A3892B87B492...

City Attorney

William E. Reischmann, Jr.

DocuSigned by:

461B97CCC19C46D...

ASED Director

DocuSigned by:

0888888888888888...

City Manager

DocuSigned by:

28EDD2ABE6A8496...

Date: Oct 9, 2017 | 5:28 PM I

Date: Oct 10, 2017 | 8:52 AM

Date: Oct 10, 2017 | 7:24 AM

Date: Oct 10, 2017 | 12:56 PM

Date: Oct 10, 2017 | 2:18 PM



Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TSL shall provide the following services:

1.1. Access. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. Availability. TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. Client's Obligations.

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. Fees and Payments.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as well as for any renewal terms.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices will be paid in accordance with the Florida Prompt Payment Act. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. Intellectual Property Rights.

4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3rd party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. Term.

The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date.

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO

THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.2. Indemnification. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person. Client reserves its rights, benefits and immunities of sovereign immunity 766.26 Florida Statutes and nothing herein shall affect such rights, benefits and immunities.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4. Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

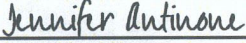
7.7. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC

Client Name: City of Palm Coast

Address: 160 Lake Avenue, Palm Coast, Florida 32164

By: 
DocuSigned by:
869E87966FE8477
Printed Name: Jennifer Antinone

Title: Director of Client Services

Date: Oct 9, 2017 | 2:26 PM PDT

By: 
DocuSigned by:
28EDD2ABE6A8496...
Printed Name: Jim Landon

Title: City Manager

Date: Oct 10, 2017 | 2:18 PM EDT



TargetSolutions Learning, LLC

4890 W KENNEDY BLVD. SUITE 740
TAMPA, FL 33609
877-944-6372 - TOLL FREE
858-592-6880 - DIRECT / 858-487-8762 - FAX

Account Manager: Amy Albanese

Email: amy.albanese@targetsolutions.com

Phone: 858-376-1616

SCHEDULE A

DATE of SUBMISSION

8/23/2017

10/01/2017-09/30/2018

Term of contract is 12 months and may be cancelled by customer after agreed term of service. Payment terms are annually in advance.

Unless notified, contract will automatically renew annually with 3% increase.

LICENSE TERMS:

Contract Renewal Proposal Exclusively Created for:

City of Palm Coast, FL

ATTN: Debbie Streichsbier
160 Lake Avenue, Suite 214,
Palm Coast, FL 32164
386-986-3725

TargetSolutions Online Training Platform License Customized Website, Administration Tools, Content*, and Applications

DESCRIPTION	UNIT PRICE PER USER	QUANTITY (# of Users)	TOTAL
Premier Platform: City Users	\$ 49.00	257	\$ 12,593.00
Premier Platform: Utilities Users (Water/Wastewater Premium Content)	\$ 75.00	102	\$ 7,650.00
Premier Platform: NFPA / FIRE / EVO Users (Premium Content)	\$ 10.00	5	\$ 50.00

*Price includes access to all current topics NFPA / FIRE / EVO, HR, OSHA, Driver Safety, LearnSmart Business/Project Management/Office Productivity, and Water/Wastewater Content.

Annual Maintenance Fee	\$ 395.00	1	\$ 395.00
TOTAL DUE ANNUALLY			\$ 20,688.00

By signing the Client agreement, you are 1) agreeing to the pricing and terms presented in this proposal; 2) agreeing you have read and accept the Client Agreement and License terms and; 3) agreeing you have read the TargetSolutions Platform System Requirements and Platform Solution Description documents listed in detail at the following url:

<http://www.targetsolutions.com/clients/client-resources/>

TargetSolutions, Inc. business proposal pricing is good for 30 days from Date of Submission listed above.