

Letter to extend or renew an Agreement

Nassau County Contract Management
96135 Nassau Place, Suite 6
Yulee, FL 32097

Contract CM2404

Renewal of Client Agreement

This letter confirms the renewal of the Agreement on the terms set out below.

General information

No.	Topic	Details
1	Department	Name: Fire Rescue
2	Vendor	Name: Target Solutions Learning, LLC
3	Contract	Contract title: Target Solutions Online Training Platform License Contract tracking number: CM2404-AR02 ✓

Contract Renewal

On behalf of the Nassau County Board of County Commissioners, the Department gives notice that it wishes to exercise the option to automatically renew the term of the Agreement for one (1) year, beginning March 1, 2019 and ending February 28, 2020, in accordance with Section 5 of the Agreement. Based on the quote submitted January 15, 2019, the cost per unit will increase 2.5% which is allowable under Section 3.1 of the Agreement.

If you need more information or would like to discuss this matter further, please contact Contract Management at 904-530-6040 or email ghagins@nassaucountyfl.com.

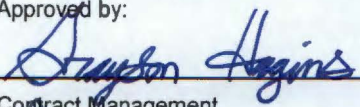
Yours sincerely



Brady Rigdon, Fire Chief

2-11-19

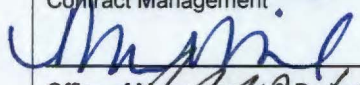
Date

Approved by:


Contract Management

2/22/19

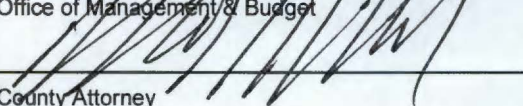
Date



Office of Management & Budget

2/21/19

Date



County Attorney

2/24/19

Date

COUNTY MANAGER - FINAL SIGNATURE APPROVAL



Michael S. Mullin, County Manager

2/24/19

Date

19 FEB 12 PM 2:55

TARGETSOLUTIONS

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"). This Agreement supersedes and replaces all prior agreements between Nassau County Fire Rescue and TargetSafety, TargetSafety.com, and TargetSolutions, and all prior agreements are hereby terminated as of 2/28/17, including the agreement dated March 1, 2012, as amended.

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 2.5% 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 are due net 30 days from the invoice date. 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.

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.

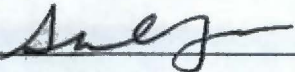
IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC

Client Name: Nassau County Fire Rescue

Address: 98160 Nassau Place, Yulee, FL 32097

By: 
Printed Name: Jenny Ferguson
Title: Director of Client Services
Date: 1/24/2017

By: 
Printed Name: Shenea D. Jones
Title: County Manager
Date: 2-10-17

Schedule A

(Attached)

Renewal Notice



Date 01-15-2019

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

Bill To: Nassau County Fire Rescue (FL)
96160 Nassau Place
Yulee, Florida 32097

Contract Name	Account Manager	Billing Frequency	Renewal Start Date
Nassau County Fire Rescue (FL)	Ryan Aneson	Annual	03-01-2019

Quantity	Product	Description	Unit Price	Total
116	TargetSolutions Premier Membership Platform		\$93.51	\$10,847.16
1	TargetSolutions Maintenance Fee		\$195.00	\$195.00

Grand Total: \$11,042.16

For a copy of our W9: <http://www.vectorsolutions.com/w9/RVw9.pdf>

Please choose one of the following remittance options to make your contract renewal payment. You will be invoiced in 45 days if we do not receive your payment.

Remit Checks To:

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

Electronic Transfers ONLY:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

SWIFT code SVBKUS6S
Routing # 121140399
Account # 3301236156

We Accept Visa, MasterCard and American Express

Please contact our A/R Dept. at 866-546-1212 x1287 if you would like to make a payment via credit card.

Upon expiration of the Initial or any Renewal Term of your Client Agreement, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Unless otherwise provided in your Client Agreement, any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

If there are any additions or changes to the billing contact information, or if a PO is required to facilitate payment, please provide the necessary information to invoicing@vectorsolutions.com.