

AGENDA ITEM SUMMARY

☐ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

I. EXECUTIVE BRIEF

Summary: The Agreement provides a subscription to TSL's LMS, which will enable the Department of Airports (DOA) to provide all required training materials in a single web-based environment, including County, DOA, Transportation Security Administration and Federal Aviation Administration (FAA) training. In addition to satisfying County training requirements, commercial service airports are required to maintain certain training records for annual inspections conducted by federal regulatory agencies. Currently, training is provided through a variety of platforms with compliance being documented manually. LMS will streamline the assignment, tracking and reporting of course completion through a single database, which will reduce staff time compiling required reports and will enable users to better track completion status. In addition to consolidating required training materials, TSL will be providing additional copyrighted training materials in its course library for use by DOA staff, including public safety materials relevant to airport operations. The initial term of the Agreement is one year with four, one-year automatic renewals. The County may terminate the Agreement with 60 days' notice to TSL prior to the expiration of the then current term. The Agreement provides for an annual increase of 3% to maintenance and subscription fees. Because the subscription includes access to copyrighted training materials, the purchase of the LMS subscription is exempt from the County's Purchasing Code and the EBO Ordinance. The Agreement includes nonstandard limitation of liability and indemnification provisions, limiting TSL's liability and indemnification obligations to the limits of TSL's insurance coverage. TSL maintains \$1 Million in General Commercial Liability coverage per occurrence and \$2 Million General Aggregate and \$5 Million in Professional Liability coverage per claim. Due to business needs and after advising the Department accordingly, approval has been granted by Risk Management and the County Attorney's Office to move the Agreement forward for Board of County Commissioner approval. Due to the required compliance to maintain specific training records per the Federal Aviation Administration's 14 Code of Federal Regulations Part 139, DOA recommends approval of this item. **Countywide (AH)**

Attachments: TargetSolutions Client Agreement (3 copies)

Recommended By: *[Signature]* 9-4-23
Department Director Date

Approved By: *[Signature]* 9/17/23
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Capital Expenditures					
Operating Costs	<u>\$5,365</u>	<u>\$8,783</u>	<u>\$9,046</u>	<u>\$9,318</u>	<u>\$9,597</u>
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$5,365</u>	<u>\$8,783</u>	<u>\$9,046</u>	<u>\$9,318</u>	<u>\$9,597</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No
Does this item include the use of federal funds? Yes No X

Budget Account No: Fund 4100 Department 120 Unit 1110 Object 3421
Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The Agreement has an initial term of one-year with four, one-year renewal terms. Renewals are automatic unless the County terminates the Agreement. The cost of the initial one-year term is \$10,167, which includes a one-time implementation fee of \$1,500, an annual \$435 maintenance fee and a monthly subscription fee for 168 employees at \$49 per employee for an annual total of \$8,232. The annual maintenance fee and subscription fees increase by 3% per year.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Lisa M. [Signature] 4/11/23
OFMB
[Signature] 4/10/23

[Signature] 4/12/23
Contract Dev. and Control
TMB 4/12/23

B. Legal Sufficiency:

Anne [Signature] 4/13/23
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)



Quote ID
Q-216242

Valid Until
Friday, April 7, 2023

Contact Name
Chris Lawrence

TargetSolutions Learning, LLC Agreement
Schedule A

Date: Monday, February 27, 2023

Client Information

Client Name: Palm Beach County	
Address: Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406	
Primary Contact Name: Shawna Larose	Primary Contact Phone: 5614717472

Agreement Term

Effective Date: 5/1/2023	Initial Term: 12 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Shawna Larose		
Billing Address: Department of Airports 846 Palm Beach International Airport West Palm Beach, Florida 33406		Billing Phone: 5614717472 Billing Email: slarose@pbia.org
PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSMINTFEE S	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$435.00	\$435.00
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	168	\$49.00	\$8,232.00

Annual Total: \$8,667.00

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
TSPS-IMP	Vector LMS, TargetSolutions Edition Implementation Investment	One-time fee. First year only.	1	\$1,500.00	\$1,500.00

One-Time Total: \$1,500.00

Grand Total (including Annual and One-Time): \$10,167.00

Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.

Client Agreement

This Target Solutions Client Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC, d/b/a Vector Solutions ("TargetSolutions"), a Delaware limited liability company, powered by CrewSense, LLC ("CrewSense") and Halligan, Inc. ("Halligan") (collectively and interchangeably referred to herein as "TSL" or "Vendor") and the undersigned client (interchangeably referred to herein as "Client" or "County"), 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 and Use.** TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the software as a service ("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 provide access to and use of the Services 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 Help Desk five (5) days per week at scheduled hours.
- 1.4. **Upgrades and Updates.** TSL may update or upgrade the Services at any time at its discretion. Without paying additional compensation, Client will receive access to any general upgrades and updates to the Services licensed from TSL, which upgrades and/or updates TSL makes generally available to its other clients. All updates and upgrades to the Services are subject to the terms and conditions of this Agreement.

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; and (iv) when purchasing asset inventory management Services, identify stations, vehicles, drug safes, and other service specific details, as may be applicable.
- 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.
- 2.4. **Additional Service Specific Client Obligations.** The following subsections 2.4 (a) and 2.4 (b) apply only if Client is purchasing "Vector Solutions Incident Tracking Service":
 - (a) Client acknowledges that all notifications it receives from Vector Solutions Incident Tracking Service may contain sensitive personal information and client shall ensure that such information is secured from transmissions and/or disclosure to unauthorized recipients. Client understands that TSL does not control or own the data contained in the notifications. Client agrees that it will be solely responsible for establishing a security system to prevent the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), Client bears the burden and expense of notifying any individual whose sensitive personal information may have been disclosed to the extent required by law. Client further agrees to handle the data in compliance with any applicable federal, state, or local laws or regulations, and that it will monitor employees using the Incident Tracking Service.
 - (b) Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a "covered entity") as those terms are defined under the federal Health Information Portability and Accountability Act ("HIPAA"). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold TSL and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys' fees associated with the same) made by Client and/or any third party due to or arising out of any claim that TSL is a covered entity or business associate, due to Client's use of the Incident Tracking Service.

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. License fees do not include any sales, use, excise or similar taxes due. If TSL is required to pay any such amounts, Client shall reimburse TSL in full.
- 3.2. **Payments.** All fees due under this Agreement must be paid in United States dollars or Canadian Dollars, as applicable to Client's location. 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 thirty (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, translations, compilations, partial copies, modifications, and updates, 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. Client recognizes that TSL regards the software it has developed to deliver the Services as its proprietary information and as confidential trade secrets of great value. Client agrees not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Authorized Users of Client without the prior written consent of TSL. Client further agrees to treat the Services with at least the same degree of care with which Client treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

Revised 03.10.2021

4.3. 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 or Services 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.

4.4. If Client chooses to participate by uploading its information to its shared resource sections of TSL's website, Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the shared resources section of TSL's website with TSL's third-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 and Notice.

5.1. 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") but in no event longer than a total of five (5) years, 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. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). 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.

5.2. Notice. All required notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

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. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH CLIENT. TSL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.3. WORKPLACE SAFETY IS YOUR RESPONSIBILITY. THAT DUTY CANNOT BE DELEGATED AND TSL ACCEPTS NO DELEGATION OF THAT DUTY. TSL WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, or TSL's gross negligence, fraud or willful misconduct, (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) IF THE CLIENT HAS ANY BASIS FOR RECOVERING DAMAGES FROM TSL (INCLUDING FOR BREACH OF THIS AGREEMENT), THE CLIENT AGREES THAT ITS EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM TSL SUBJECT TO THE LIMITS IN AMOUNT AND TYPES OF COVERAGE CONTAINED IN TSL'S INSURANCE POLICIES IDENTIFIED IN ITS CERTIFICATE OF INSURANCE, A COPY OF WHICH IS ATTACHED HERETO FOR REFERENCE.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL TSL BE LIABLE TO CLIENT OR TO ANY OF CLIENT'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, OR REPRESENTATIVES; OR TO ANY THIRD PARTY FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES. CLIENT, ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AT THEIR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MIGHT NOT APPLY TO CLIENT.

7.2. Indemnification.

7.2.1 Indemnification by TSL. 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.

Subject to the limits in amount and types of coverage contained in TSL's insurance policies identified in its Certificate of Insurance, a copy of which is attached hereto for reference, TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, awarded in a final judgment for personal injury, including death, or damage to real or personal property of Client to the extent proximately caused by TSL's acts, errors or omissions, or arising out of any third-party claim alleging TSL's, its agents' and employees' negligence in the performance of this Agreement.

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 or telecommunications failures, or any governmental laws or regulations.

Revised 03.10.2021

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. Export Regulations. All Content and Services and technical data delivered under this agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

7.8. Purchase Orders. Client may issue a purchase order for its convenience only, it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

7.9. 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.

7. 10 County Supplemental Terms and Conditions:

7.10. 1 NO THIRD-PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or successful vendor.

7.10.2 VENUE AND GOVERNING LAW

Any and all legal action necessary to enforce the award or the resultant order/contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. Any and all legal action necessary to enforce the award or the resultant order/contract shall be governed by the laws of the State of Florida.

7.10.3. E-VERIFY – EMPLOYMENT ELIGIBILITY

Vendor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Vendor shall: (1) register with and use the E-Verify System (EVerify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Vendor's subconsultants performing the duties and obligations of this order / contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. Vendor shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Vendor shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this order / contract which requires a longer retention period. County shall terminate this order / contract if it has a good faith belief that Vendor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If County has a good faith belief that Vendor's subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall notify Vendor to terminate its order / contract with the subconsultant and Vendor immediately / terminate its order / contract with the subconsultant. If County terminates this order / contract pursuant to the above, Vendor shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this order / contract was terminated. In the event of such order / contract termination, Vendor shall also be liable for any additional costs incurred by County as a result of the termination.

7.10.4. DISCRIMINATION PROHIBITED:

Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the successful vendor warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression or genetic information. Failure to meet this requirement shall be considered a default of contract.

7.10.5 LEGAL REQUIREMENTS

The Vendor must strictly comply with all Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the goods and/or services provided herein. The UCC shall prevail as the basis for contractual obligations between the Vendor and the County for any terms and conditions not addressed. The County shall not be liable to the Vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this order/contract, or from any other matter generated by or relating to this order/contract.

This Space Intentionally Left Blank – Signature Page Immediately Follows

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**ATTEST: JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER**

By: _____
Clerk and Comptroller

**PALM BEACH COUNTY, a political
subdivision of the State of Florida,
by its Board of County Commissioners**

By: _____
Gregg K. Weiss, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Anne Helgent
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Lana Berbe
Director, Department of Airports

**Target Solutions Learning, LLC
d/b/a Vector Solutions**

DocuSigned by:
Jason Brady
By: _____
Signature
Jason M. Brady

Print Name

Title Corporate Secretary

(Seal)

Expense Summary as of 3/9/2023
Department: Airports - Capital
Fiscal Year 2023

<u>FY</u>	<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Appr Unit</u>	<u>Obj</u>		<u>Adopted Budget</u>	<u>Curent Mod Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2023	4111	121	A440	121A440CA	6505	Design/Eng/Mgmt- Cip Admin	2,000,000.00	4,232,359.00	0.00	2,107,895.00	124,463.10	2,000,000.90
						Capital	2,000,000.00	4,232,359.00	0.00	2,107,895.00	124,463.10	2,000,000.90
						Total for Unit: A440 PBI Turnage Blvd Rhabilitation	2,000,000.00	4,232,359.00	0.00	2,107,895.00	124,463.10	2,000,000.90
						Fund 4111 Airports Imp & Dev Fund	2,000,000.00	4,232,359.00	0.00	2,107,895.00	124,463.10	2,000,000.90
						FY 2023	2,000,000.00	4,232,359.00	0.00	2,107,895.00	124,463.10	2,000,000.90
						Grand Total	2,000,000.00	4,232,359.00	0.00	2,107,895.00	124,463.10	2,000,000.90

{BUD_STRU_29_LVL_2.BFY} = 2023.00 and
{BUD_STRU_29_LVL_2.DEPT_CD} = "121" and
{BUD_STRU_29_LVL_2.FUND_CD} = "4111" and
{BUD_STRU_29_LVL_2.UNIT_CD} = "A440"

PBC Expense Budget Document(BGEX) Dept: 121 ID: 03032300000000001057 Ver.: 1 Function: New Phase: Draft Modified by ewilliams , 03/09/2023

Expense Budget		Total Lines: 1								
Budget FY	Fund	Department	Appr Unit	Unit	Object	Dollar Amount	Increase/Decrease	Event Type		
2023	4111	121	121A440CA	A440	6505	\$2,000,000.00	Increase	BG03		
From 1 to 1 Total: 1							Show Lines: 10		Export to CSV	

Expense Budget

Action: Modify

Event Type: BG03

Name:

Start Date:

End Date:

Dollar Amount: \$2,000,000.00

Increase/Decrease: Increase

Budget FY: 2023

Fiscal Year: 2023

Period: 7

Fund: 4111

Department: 121

Appr Unit: 121A440CA

Unit: A440

Object: 6505

Design/Eng/Mgmt- Clip Admin

Contact:

Contact Name:

Description: AIS 3F for 4-4-23
44598619401G2G31

House Bill Number: 23-0575

Debt ID:

Revenue Budget		Total Lines: 1							
Budget FY	Fund	Department	Unit	Revenue	Dollar Amount	Increase/Decrease	Event Type		
2023	4111	121	A440	3404	\$2,000,000.00	Increase	BG25		
From 1 to 1 Total: 1						Show Lines: 10		Export to CSV	

Action: New	Budget FY:
Event Type:	2023
BG25	Fiscal Year:
Name:	2023
	Period:
Start Date:	7
	Fund:
End Date:	4111
	Department:
Dollar Amount:	121
\$2,000,000.00	Unit:
Increase/Decrease: Increase	A440
	Revenue:
	3404
	State Grant Capital-Transport
	Contact:
	Contact Name:
	Description:
	AIS 3F for 4-4-23
	44598619401G2G31
	House Bill Number:
	23-0575



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701	CONTACT NAME:	
	PHONE (A/C No. Ext): 727-522-7777	FAX (A/C No): 727-521-2902
	E-MAIL ADDRESS: certificates@w3ins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Great Northern Ins. Co.	
	INSURER B : Federal Insurance Company	
INSURED RedVector.com, LLC DBA Vector Solutions (See Named Insureds listed below) 4890 W. Kennedy Blvd Suite 300 Tampa FL 33609	REDVCOM-01	INSURER C : ACE American Ins. Co.
		INSURER D : Vigilant Insurance Company
		INSURER E :
		INSURER F :

COVERAGES CERTIFICATE NUMBER: 1475548858 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	X	COMMERCIAL GENERAL LIABILITY		Y		36051315	11/1/2022	11/1/2023	EACH OCCURRENCE		\$ 1,000,000		
		CLAIMS-MADE	X OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)					\$ 1,000,000				
	X	Contractual Liab		MED EXP (Any one person)					\$ 10,000				
				PERSONAL & ADV INJURY					\$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE					\$ 2,000,000				
		POLICY	X PRO-JECT	X LOC	PRODUCTS - COMP/OP AGG				\$ 2,000,000				
		OTHER:							\$				
A	AUTOMOBILE LIABILITY			Y		73606230	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident)		\$ 1,000,000		
		ANY AUTO		BODILY INJURY (Per person)					\$				
		OWNED AUTOS ONLY		SCHEDULED AUTOS	BODILY INJURY (Per accident)				\$				
	X	HIRED AUTOS ONLY	X	NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)				\$				
									\$				
B	X	UMBRELLA LIAB	X OCCUR	Y		78188424	11/1/2022	11/1/2023	EACH OCCURRENCE		\$ 10,000,000		
		EXCESS LIAB		CLAIMS-MADE	AGGREGATE				\$ 10,000,000				
		DED		RETENTION \$					\$				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N N	N / A	71754615	11/1/2022	11/1/2023	X	PER STATUTE		OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. EACH ACCIDENT				\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT				\$ 1,000,000
C	Professional E&O and Cyber Liability					D95676960	11/1/2022	11/1/2023	Per Claim/Agg Per Claim/Agg		5,000,000/5,000000 5,000,000/5,000000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Named Insureds: SimplyDigi.com, Inc; Convergence Training LLC; TargetSolutions Learning, LLC; Scenario Learning, LLC; Clearpond Technologies Inc.; NFORMD.NET LLC; Scenario Learning Canada ULC; TargetSolutions, Inc.; Casino Essentials LLC; ICGIP, LLC; CrewSense, LLC; Halligan, Inc.; TSL International Holdings, Inc.; 1168940B.C Ltd.; Medteq Solutions CA Ltd; Livesafe, Inc. Industrysafe, LLC; Industrysafe IP, LLC; DiversityEdu LLC; CPN Holdings, LLC; ETH Midco, LLC; Envisage Technologies, LLC; Guardian Tracking, LLC; CareSafely, Inc

Professional E&O Retroactive Date: 10/19/2011
Palm Beach County Board of County Commissioners c/o Department of Airports are additional insured with respect to the General Liability if required by written See Attached...

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners c/o Department of Airports 1000 James L Turnage Blvd. West Palm Beach, FL 33415	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Wallace Welch & Willingham, Inc.		NAMED INSURED RedVector.com, LLC DBA Vector Solutions (See Named Insureds listed below) 4890 W. Kennedy Blvd Suite 300 Tampa FL 33609
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

contract, subject to terms, conditions, and exclusions of the policy.

Palm Beach County Board of County Commissioners c/o Department of Airports are additional insured with respect to Auto Liability if required by written contract, subject to terms, conditions, and exclusions of the policy.

Palm Beach County Board of County Commissioners c/o Department of Airports are additional insured on the Umbrella Liability Policy if required by written contract, subject to terms, conditions and exclusions of the policy.

Endorsement

Policy Period	11/1/2022 to 11/1/2023
Effective Date	11/1/2022
Policy Number	3605-13-15 TPA
Insured	REDVECTOR.COM EEC
Name of Company	GREAT NORTHERN INSURANCE COMPANY

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured -
Scheduled Person
Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contractor agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY
INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: REDVECTOR.COM LLC

Endorsement Effective Date: 11/1/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE PRIMARY AND NON-CONTRIBUTORY INSURANCE.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – “Other Insurance” of Item B. – “General Conditions” under Section IV – “Business Auto Conditions”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.