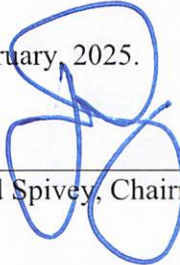


**Resolution 001-25**

***A Resolution authorizing the execution of a Scheduling Platform Agreement with Target Solutions Learning, LLC d/b/a Vector Solutions for Irondale Dispatch***

**THEREFORE BE IT RESOLVED** by the Irondale Emergency Management Communication District, in regular meeting duly assembled, a quorum being present, that Supervisor April Dausch, or her designee, is hereby authorized to execute a scheduling platform agreement with Target Solutions Learning, LLC d/b/a Vector Solutions (in substantially the form attached hereto as **Exhibit A**) for scheduling software for Irondale Dispatch for an amount not to exceed \$1,664.94 annually and a one-time fee of \$800.00 and to execute any document(s) necessary to effectuate such agreement.

**ADOPTED & APPROVED:** This 4th day of February, 2025.

  
\_\_\_\_\_  
David Spivey, Chairman

**ATTESTED:**

  
\_\_\_\_\_  
Leigh Ann Allison, Secretary

**CERTIFICATION**

I, Secretary of the Irondale Emergency Management Communication District, hereby certify the above to be a true and correct copy of a resolution adopted by District at its meeting held on February 4th, 2025, as same appears in the minutes of record of said meeting.

  
\_\_\_\_\_  
Leigh Ann Allison, Secretary

**Exhibit A**



Quote ID  
Q-400832

Valid Until  
Friday, February 28, 2025

Contact Name  
Ryan Hsu

**TargetSolutions Learning, LLC Order Form  
Schedule A**

Date: Wednesday, January 22, 2025

**Client Information**

<b>Client Name:</b> Irondale Municipal Emergency Communications District (AL)	
<b>Address:</b> 101 20th Street South Irondale, AL 35210	
<b>Primary Contact Name:</b> April Dausch	<b>Primary Contact Phone:</b> (205) 936-7770

**Agreement Term**

<b>Effective Date:</b> 02/28/2025	<b>Initial Term:</b> 36 months
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**Invoicing Contact Information** (Please fill in missing information)

<b>Billing Contact Name:</b> April Dausch		
<b>Billing Address:</b> 101 20th Street South Irondale, Alabama 35210		<b>Billing Phone:</b> (205) 936-7770
		<b>Billing Email:</b> adausch@irondalepolice.org
<b>PO#:</b>	<b>Billing Frequency:</b> Annual	<b>Payment Terms:</b> Net 30

**Annual Fee(s)**

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSSCH	Vector Scheduling	Vector Scheduling for web and mobile	14	\$107.21	\$1,500.94
TSSCHMF	Vector Scheduling - Maintenance Fee	Annual maintenance of Vector Scheduling	1	\$164.00	\$164.00

Annual Total: \$1,664.94

**One-Time Fee(s)**

Product Code	Product	Description	Qty	Price	Sub Total
SCHIMP	Vector Scheduling Implementation Investment	Implementation investment for Vector Solutions Scheduling Platform	1	\$800.00	\$800.00

One-Time Total: \$800.00

**Total (including Annual and One-Time): \$2,464.94**

*This is not an invoice.*

Order Form Terms and Conditions.

1. Additional Named Users added after the Effective Date (e.g., Named Users above the Effective Date Named Users) will be invoiced at the retail per Named User fee at the end of each calendar quarter thereafter (the "Measurement Date"). Such Additional Named Users shall be invoiced at the contracted per Named User fee for subsequent periods after the Measurement Date.
2. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per contract year.
3. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
4. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, 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.**

Additional Terms and Conditions

1. This Order Form is governed by the Master Software as a Service Agreement at <https://www.vectorsolutions.com/master-software-as-a-service-agreement/> (the "Governing Contract"). Capitalized terms not otherwise defined in this Order Form have the meanings assigned to them in the Governing Contract.
2. To the extent any term(s) of the Governing Contract and this Order Form conflict, the term(s) of this Order Form will supercede the conflicting term(s) of the Governing Contract.
3. This Order Form will become effective when signed by both Parties. Unless both Parties sign this Order Form, the pricing and terms offered in this Order Form expire on the Offer Expiration Date stated above.
4. This Order Form and the pricing terms herein are specific to You and shall be considered Our Confidential Information. To the extent shared with any permitted third parties pursuant to the confidentiality terms between the Parties, such third party shall be bound by terms that prohibit their use of the information for any purpose beyond providing services to You, including restricting their use of the information in any aggregated or anonymized format.
5. IF YOU ARE LOCATED OUTSIDE THE UNITED STATES, Your data, including Your and Your End Users' personally-identifiable data, will be exported to the United States to enable us to administer, operate and process the Services.

To proceed, please sign this Order Form

**Signatures**

Each undersigned hereby represents that he/she is an authorized representative of the respective Party, and is authorized to commit the respective Party to all terms and conditions in this Order Form, and each undersigned acknowledges that the Parties rely on such representation in their agreements set forth in this Order Form.

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

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

Irondale Municipal Emergency Communications  
District (AL)

101 20th Street South  
Irondale, AL 35210

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jillian Conrad

Printed Name: April Dausch

Title: Director of Sales, SMB Fire Sales Team

Title: Emergency Communications Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_