

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/18/2024

Contract/Lease Control #: C24-3980-RM

Procurement#: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: OKALOOSA COUNTY TAX COLLECTOR OFFICE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2023

Expiration Date: INDEFINITE

Description of: SAFETY TRAINING & PRODUCING TRANSCRIPTS

OF TRAINING FOR OKALOOSA EMPLOYEES

Department: RM

Department Monitor: BIRD

Monitor's Telephone #: 850-689-5977

Monitor's FAX # or E-mail: kbird@myokaloosa.com

Closed: _____

CC: BCC RECORDS

**INTERLOCAL AGREEMENT BETWEEN THE OKALOOSA COUNTY TAX COLLECTOR OFFICE AND THE
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**

This Interlocal Agreement (hereinafter called the "Agreement"), made and entered this 16th day of April, 2024 by and between the Okaloosa County Tax Collector Office, hereinafter called the "Licensee" or "Tax Collector" and Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter called the "Sub-License" or "the County" (singularly, a "party" and collectively, as the "parties") is hereby entered into as follows:

FINDINGS

Whereas, the Licensee and Media Partners Corporation entered into an Online Business Agreement on July 21, 2023 for the purposes of providing an educational and training services via the *Virtual Resource Network (VRN)* learning management system educational forum for Okaloosa County Tax Collector staff (the "License Agreement"); and

Whereas, Okaloosa County's Human Resources and Risk Management Department has found the educational training services to be useful and vital for County staff and began utilizing the platform in October 2023 under the license agreement; and

Whereas, both parties agree that the most cost-effective approach is allowing the County to utilize the Agreement as a sub-licensee and in exchange pay the annual subscription of the County's users under the License Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this agreement, the receipt and adequacy acknowledged by them, the parties agree as follows:

I. RECITALS,

The Findings are true and correct and are made a part of this Agreement by reference.

II. PURPOSE OF THE AGREEMENT:

Licensee hereby permits sublicensee to utilize its subscription for the VRN with Media Partners Corporation, a copy of which is attached hereto as exhibit "A".

III. IDENTIFICATION OF PARTIES AND NOTICE:

The parties to this Agreement are identified as follows:

Sub-Licensee:
Okaloosa County
Board of County Commissioners
302 N Wilson Street Suite 301
Crestview, FL 32536
Phone: (850) 689-5977
Kbird@myokaloosa.com

Licensee:
Okaloosa County Tax Collector Office
1250 N. Eglin Pkwy. Suite 101
Shalimar, Fl. 32579
Phone: (850) 651-7617
CDavenport@OkaloosaTax.com

Any and all notices required or permitted to be given hereunder will be in writing and will be considered delivered if notice is either personally delivered to each Party at the address set forth above or transmitted by electronic mail to the address set forth above.

IV. INTERLOCAL AGREEMENT COSTS:

- a. For use of Licensee's License with Media Partners Corporation, the Sub-Lessee will be responsible for paying the annual subscription to the Licensee's VRN program. The current subscription runs from October 1, 2023 to September 30, 2024. The annual rate is \$37.00 per user for 720 users or \$26,640.00. Additional users may be added during the term of this agreement for \$37.00 per user.

V. TERMS OF INTERLOCAL AGREEMENT:

- b. Although the term of the Online Business Learning License Agreement between Licensee and Media Partners Corporation is indefinite, the term of this Agreement shall be retroactively effective from October 1, 2023 through September 30, 2024.
- c. This Agreement may be renewed by the parties upon mutual written agreement.

The Agreement may be terminated by either party, in whole or in part, at any time and for any reason, with or without cause, upon written notice to the other party. Such written notice shall specify the effective date of the termination. Should the sub-licensee terminate its agreement early, there will be no proration of funds.

VI. INDEPENDENT CONTRACTOR AND NO THIRD-PARTY BENEFICIARIES:

- a. The parties shall operate hereunder as independent contractors and are not as agents, officers, or employees of the other.
- b. This Agreement will inure to the benefit of the parties. This Agreement is for the exclusive benefit of the Parties and will not be deemed to be made for the benefit of any other person not so specified.

VII. MODIFICATION

This Agreement may be modified, altered or amended only by a written instrument subsequently executed by the parties.

VIII. COMPLETE AGREEMENT

This Agreement constitutes the full, complete and wholly independent agreement among the parties. The Agreement also superseded all prior agreements, understandings, representations, and statements among the parties with respect to the matters addressed in this Agreement, either written or oral.

IX. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida.

X. SOVEREIGN IMMUNITY

Both parties intend to avail themselves of the benefits of Section 768.28 Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. This Agreement in no way waives any of the benefits of sovereign immunity.

XI. PUBLIC PURPOSE

This Agreement satisfies, fulfills, and is pursuant to and for a public purpose, is in the public interest, and is proper exercise of each parties power and authority.

XII. EFFECTIVENESS

Upon full execution of this Agreement by the parties the Agreement shall be effective retroactively from October 1, 2023.

XIII. SIGNATURE AUTHORITY

The Licensee and the Sub-licensee certify that the persons signing this Interlocal Agreement have been properly delegated this authority.

IN WITNESS WHEREOF, both agencies hereto have caused this Interlocal Agreement to be executed by their duly authorized officers.

ATTEST:

OKALOOSA COUNTY TAX COLLECTOR OFFICE

By: Benjamin F Anderson Date: March 22, 2024
Benjamin F Anderson, Tax Collector, Okaloosa County

ATTEST:

OKALOOSA COUNTY, FLORIDA

By: Paul Mixon Date: 4/16/2024
Paul Mixon, Chairman, Okaloosa County Board of County Commissioners



**Media Partners Corporation
Online Business Learning License Agreement**

This license agreement ("Agreement") made the 21st day of July, 2023, between Media Partners Corporation, 11400 SE 8th Street, #360, Bellevue, 98004 (hereinafter "MPC"), and "Florida County Tax Collector, 1250 N. Eglin Parkway, Suite 101, Shalimar, FL 32579" (hereinafter "Licensee"), sets forth the terms and conditions for the license to access and use Online Business Learning collection of web-sites (hereinafter "OBL") to Licensee.

IN THIS LICENSE AGREEMENT ("LICENSE AGREEMENT") YOU ("YOU," "YOUR," "USER," "LICENSEE") MEANS THE INDIVIDUAL USERS AND / OR THE COMPANY PURCHASING LICENSES ON BEHALF OF ITS EMPLOYEES, ASSOCIATES, LEARNERS, AND / OR USERS.

OBL contains material that is protected by copyright and other applicable intellectual property laws in the U.S. and other territories and by international treaty provisions. OBL is licensed, not sold or given, to you by MPC for use only under the terms of this License Agreement and all rights not specifically granted to you herein are reserved to MPC and to any third party with ownership rights in OBL.

1. GRANT OF LICENSE

1.1 Subject to all the terms of this License Agreement and payment of all fees, MPC grants Licensee a Limited License which is nonexclusive, non-transferable, and is governed by and is subject to your compliance to the restrictions set for in this License Agreement, to access and use OBL, as provided to you by or on behalf of MPC in connection with your use of OBL. Licensee has the right to sublicense only to affiliated Florida state tax collectors and other government entities ("Sublicensees").

1.2 The terms of the Limited License extends to and shall include Licensee, Sublicensees and all those who shall access OBL through your License including employees, staff, learners and such, and Licensee acknowledges their responsibility for said users under this License Agreement.

1.3 Licensee agrees to pay an annual licensing fee per User for a limited use license of OBL. The term of this agreement is one (1) year ("Term") starting September 28th, 2023, and may be renewed annually upon mutual consent. The license fee amount and term of payment is set in Exhibit A. Fees are set by the number of Users authorized to use OBL. If the number of Users exceeds the number authorized, Licensee agrees to pay MPC the fees for additional authorized Users at the amount specified in Exhibit A. If the fee is not paid within the term of payment, Licensee is in default of this agreement, and Licensee agrees to immediately discontinue use of OBL.

1.4 As a condition of the Limited License for OBL granted unto you in this Limited License, except as and only to the extent expressly permitted in this License Agreement, you may NOT:

A. publish, rent, duplicate, display, disclose, lease, distribute or create derivative works based on OBL or any part thereof;

B. copy, decompile, reverse engineer, disassemble, translate, adapt or otherwise reduce OBL or its content to human readable form;

C. transmit or make OBL available over a network where it could be used by multiple computers or devices under a single users credentials at the same time.

D. take any action that would infringe upon the intellectual property or other property rights of MPC or any third party content provider upon OBL.

E. sublicense or assign this License Agreement.

F. view any content on OBL provided by MPC or its suppliers anywhere other than within the country or location authorized by MPC.

1.5 You have NO OWNERSHIP RIGHTS in any element of OBL. Rather, you have a limited license to use OBL as long as this License Agreement remains in effect. Ownership of OBL and all intellectual property rights therein shall remain at all times with MPC and/or its licensors. Any other use of OBL by any other person, business, corporation, government or any other entity is strictly prohibited and is a violation of this License Agreement.

1.6 Licensee has the option to host their own custom content on OBL. For certain e-learning programs, this entails the use of SCORM linkages. SCORM is licensed by a third party and MPC incurs charges for SCORM per e-learning program. Licensee agrees to reimburse MPC for these fees.

2. Third Party Content

Title and intellectual property rights in and to any content displayed by or accessed through OBL belongs to the respective content owner. Such content is protected by copyright or other intellectual property laws and treaties, and is subject to terms of use of the third party providing such content. Apart from your right to view the third-party content, this License Agreement does not grant you the right to copy, distribute, prepare derivative works, publicly display, or make other use of such content. You are prohibited from engaging in or facilitating the unauthorized P2P file-sharing of third-party content, such as the unauthorized posting, making available, uploading, downloading or other distribution of such third-party content.

3. Consent to Use of Data

OBL may provide MPC with limited access to your OBL ready device. Among other things, OBL may provide MPC with information related to your use of the OBL service, including videos, eLearning courses, test (and portions thereof) viewed, amount of time viewed, information regarding your computer system, such as a unique device identifier, your operating system, internet connectivity, and your interaction with OBL. This information will, among other things, enable MPC to manage rights associated with the content, allow MPC to help you use OBL more effectively, enforce MPC Terms of Use and otherwise help MPC to enhance and improve OBL. Information obtained by MPC will be treated in accordance with our Privacy Policy. MPC may not distribute nor use Licensee specific data after termination without the written consent of Licensee.

4. Upgrading OBL

MPC may issue you an upgraded version of OBL automatically upon an instance of your use of OBL or otherwise in connection with your use of the OBL ready device. Alternatively, MPC may require you to consent to an upgrade to OBL before using, installing or accessing OBL. If you decline the upgrade, you may not be able to use or access OBL.

5. Export Law Assurances

You may not use or otherwise export or re-export OBL except as authorized by United States law and the laws of the jurisdiction in which OBL was legally obtained or authorized by MPC. In particular, but without limitation, OBL may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied list.

6. Termination

This License Agreement is effective until terminated. Further, this License Agreement will terminate if MPC or Licensee finds that the other party has violated any of the terms of this License Agreement. No waiver of any breach of any provision of this License Agreement by MPC or Licensee shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless it is made in writing and is signed by an authorized representative of either party. All provisions relating to confidentiality, proprietary rights, and nondisclosure shall survive the termination of this License Agreement.

Your ability to use OBL is subject to your system compatibility with our site as such requirements may change from time to time. Compatibility of system requirements with OBL is your responsibility.

Upon the termination of this License Agreement, you shall cease all use of OBL and destroy all copies, full or partial, of OBL that you may have downloaded hereunder.

7. Disclaimer of Warranties and Limitations on Liability

You expressly acknowledge and agree that use of OBL is at your sole risk. OBL and any related documentation or materials are provided "AS IS" and without warranty of any kind. MPC EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MPC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OBL WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF OBL WILL BE UNINTERRUPTED OR ERROR-FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

8. LIMITATION ON REMEDIES; NO CONSEQUENTIAL DAMAGES.

UNDER NO CIRCUMSTANCES INCLUDING NEGLIGENCE, SHALL MPC, OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE POSSESSION, USE, OR MALFUNCTION OF OBL, INCLUDING WITHOUT LIMITATION DAMAGE TO PROPERTY AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURY, EVEN IF MPC OR A MPC AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THE LIABILITY OF MPC ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL NOT EXCEED THE AMOUNT YOU ORIGINALLY PAID FOR THE USE OF OBL.

9. US Government License Rights

If OBL is acquired under agreement with the U.S. government or any contractor therewith, it is acquired as "commercial computer Site" subject to the provisions hereof, as specified in 48 CFR 12.212 of the FAR and, if acquired for Department of Defense (DoD) units, 48 CFR 227-7202 of the DoD FAR Supplement, or sections succeeding thereto.

10. Governing Law

This License is governed by the laws of the state of Washington, without reference to its conflict of laws provision. Both parties submit to the exclusive venue of the courts sitting in the county of King, Washington.

11. Compliance with Laws

You will comply with all applicable international, federal, state and local laws and regulations in use of OBL hereunder, including, without limitation, all US export regulations. You may not assign this Agreement in whole or in part, without the advanced written consent of MPC.

12. No Waiver


The failure or delay by either party in exercising any right or remedy hereunder shall not operate as a waiver of such right, power or remedy. Waiver by either party of any default shall not waive any prior, concurrent or subsequent defaults by the other party.

13. Entire Agreement: Severability

This agreement (including the email containing the link to this agreement), along with the invoice for fees and payment terms, constitutes the entire understanding and agreement between the parties and supersedes all prior and contemporaneous proposals, agreements and representations between them, whether written or oral. This Agreement may only be amended in writing signed by You and an officer of MPC that explicitly states that it is intended to amend this agreement. No terms contained in any of Your purchase orders, acknowledgements, shipping documents or other forms or documents shall have any force or effect over the licenses granted herein. If any provision of this license is not enforceable, it will be severed from this license and the remainder will remain in full force and effect.

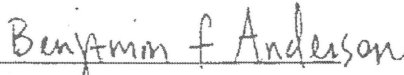
MEDIA PARTNERS CORPORATION

OKALOOSA COUNTY TAX COLLECTOR

By:  _____

Tom Matthews
VP of Sales

Date: 8/07/23

By:  _____

Benjamin F. Anderson
Okaloosa County Tax Collector

Date: August 5, 2023



****Administration****

- Assignment of mandatory courses to all employees or specific groups/departments
- Transcripts -automatically created as proof of completion
- Office policy changes/addendums assigned to all employees; completion is recorded in their transcripts
- Memoranda Distribution
- Public Relations – Press releases
- Course reports, user activity progress reports
- Tracking of continuing education requirements being met

****Education****

- Continuing education courses
- Customized and refresher courses
- Bundles – Series of courses grouped according to the topic
- Comprehensive Library - Over 25 topics and 1,500 videos – Safety Training, Communication, Customer Service, Leadership, Mentoring, etc.
- Many videos also offered in several different languages – Spanish, Portuguese, French
- Videos vary in length to accommodate the needs of each user

****Finance Department****

- Auditing– Ability to track who has/has not viewed and completed an assignment
- Assignment of Finance Courses, such as presentations/webinars/workshops from accounting software vendors, Department of Revenue, etc.
- Continuing Education Tracking – Internal/external completed courses, webinars, workshops, forums

****Human Resources****

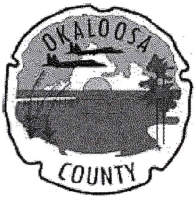
- Easy to locate compliance-oriented topics – Diversity and Inclusion, Harassment, Unconscious Bias, Respectful Workplace, Safety Training, etc.
- Employee Performance Management – Creating or finding specific courses fitting the employee needs in particular work-related areas
- Ability to utilize it as part of an employee progress review – Work quality can be addressed with videos/courses, then documented to accompany further coaching, corrective action, etc.
- Ability to track and document training progress
- Distribution of videos about the various benefits offered by the organization, such as open enrollment overview
- Wellness tips, FRS webinars/ Power Point Presentations
- Hurricane preparedness resources
- Ability to track and credit courses/webinars taken elsewhere – SHRM, educational forums, etc.

****Information Technology****

- Integral part of communication to reinforce education on cyber security, technology, and software skills
- Staff training – Cyber security course assignments based on user activity within the office – failure in recognizing phishing tests, misuse of work e-mails
- Transcripts assure the user has successfully completed the assignments
- Basic computer skills videos – *How To* lessons on queueing, encrypted e-mails, etc.

****Tax Services****

- Helpful in meeting the continuing education requirements
- Videos and presentations cover a wide range of topics
- Property tax presentations – Certificate sales, delinquent taxes, etc. aimed to assist employees in gaining a deeper knowledge in such topics
- Tracking of passport issuance certifications – Our current specialists are required to re-certify each year. The completion of the mandatory courses is recorded in their VRN transcripts, making it part of their continuing education requisites
- Notary Public Certifications



✓
C24-3980-RM
OKALOOSA COUNTY TAX COLLECTOR OFFICE
Safety Training & Producing Transcripts
of Training for Okaloosa Employees
Expires: Indefinite

BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST

DATE: April 16, 2024
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Kelly Bird
SUBJECT: VRN Interlocal Agreement
DEPARTMENT: Risk Management
BCC DISTRICT: All

STATEMENT OF ISSUE: Request approval of the Interlocal Agreement for the purpose of safety training and producing transcripts of training for Okaloosa employees County wide. (Contract number to be assigned)

BACKGROUND:

Previously the County utilized an online system owned by one of our insurance carriers for employee safety training and record keeping. The exorbitant cost of a learning management system used solely for our Safety Program prohibited us from purchasing a separate system. On October 1, 2023 Risk Management began utilizing the web-based program referred to as the Virtual Resource Network (VRN) for our safety training delivery. This program is under a licensing agreement between Okaloosa County Tax Collector and Media Partners Corporation.

The County needed a way to deliver training to our staff and the Tax Collector had in place a program called the VRN System that was responsive to our needs. This system benefits the County by delivering safety training in an on-line format as well as documentation of in-person training. The cost of the program is \$37.00 per employee and was budgeted for in the FY 23-24 budget.

FUNDING SOURCE:

Department 5101
Account 555001
Amount \$27,000 (Not to exceed)

OPTIONS: Approve, Deny, Postpone

RECOMMENDATIONS: Approval of the Interlocal Agreement retroactive to October 2023.

Kelly Bird

Kelly Bird, Director Human Resource & Risk Management Director

4/9/2024

RECOMMENDED BY:

Craig M. Coffey
Craig Coffey, Deputy County Administrator - Operations 4/18/2024

APPROVED BY: