

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.

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.

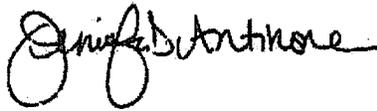
7.7. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

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

TargetSolutions Learning, LLC

Client Name:

Address:

By: 

By: 

Printed Name: Jennifer Antinone

Printed Name: Kevin R. Phelps

Title: Client Services Manager

Title: City Manager

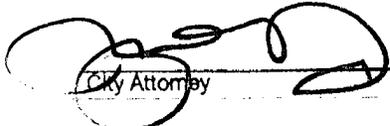
Date: 05/05/2016

Date: 7/1/2016

ATTEST:

City Clerk

Approved as to form


City Attorney

Custom URL:	The TargetSolutions platform will include a customized site banner and is accessible through a unique URL path for licensed users to log in.
Learning Management System:	Administrators can assign, track, document, and report on training and other activities.
Resource Center:	The Resource Center is made up of two main components: Organizational Resources and Community Resources. Organizational Resources can store up to 5 megabytes of content in various formats for use throughout your organization. Community Resources have unlimited storage and allow clients to share files across the TargetSolutions community.
Site Analytics:	The TargetSolutions Dashboard displays data in a graphical format for quick and meaningful assessment of key utilization metrics. Site Analytics also includes Reports Manager with 24-hour access to data through customized reporting tools.
Customer Service:	TargetSolutions will respond to client requests during normal business hours of 8:00 AM PST to 5:30 PM PST. After-hour emergency support and username/password lookup is available at any time.
Curriculum Design:	TargetSolutions Client Services will provide assistance to help design custom training curricula as requested.
Email Notification:	TargetSolutions' platform generates an optional monthly email to all users that serves as a reminder and summarizes course assignments.
Custom Activities:	The Custom Activity tools allow administrators to create, maintain, and document unlimited client-designed compliance activities, policy reviews, surveys, and user-developed or third-party training content.

TargetSolutions Tools and Applications: Professional Bundle
(in addition to Select Bundle)

Resource Center Storage	Additional 95 megabytes of file storage.
Custom Tests:	Administrators can design, assign, deliver, monitor, document, and report on client-designed tests. Tests are multiple choice and automatically graded.
Credentials Manager:	Credentials Manager helps monitor certified training and other professional certifications for each user.
Events Manager:	The Events Manager application lets administrators schedule upcoming events, and manage event attendance (i.e. training events, meetings, etc).
Forums:	Post discussion topics to facilitate communication with employees. TargetSolutions' Forums allow Administrators to generate employee feedback and interaction about relevant topics in the workplace.

TargetSolutions Services

Exhibit B
TargetSolutions Online Training Courses

A current list of courses is available on our website: www.targetsolutions.com

Exhibit C
Optional Services Available for Purchase (upon request)

Online Background Request

Via a TargetSolutions partnership, the Internet enables Client to submit, view, and receive background and drug screening reports from any computer. Client submits their request via TargetSolutions and the progress of the background can be tracked immediately. Client decides what work is going to be performed and this program completes all the necessary steps. Certain information, such as credit report, social security trace, driver's report, and criminal records, can be viewed immediately, with the remainder of the information available within 24 to 72 hours. Client can view the progress of the investigation, print background and drug screening reports, and obtain statistical information from their computer.

Profile Search (California)

Results include person's current address, previous address, possible family members and neighbors, bankruptcies, tax liens and judgments, DEA, Nationwide Merchant Vessels, FAA Aircraft, FAA Airmen, National Death Index, and National Real Index, CA. Professional Licenses, CA Sales Tax Permits, CA Civil Superior Index (12 counties), CA Criminal Index (14 counties), CA Fictitious Business Names, CA Corporation Search, CA UCC.

EMERGENCY NOTIFICATION AND ESCALATION SYSTEM

Crisis Alert

This service is a crisis management and communication system that allows instant notification with all employees via immediate telephone or email contact. It was designed from the ground up to provide business and crisis management administrators the ability to quickly, securely, and reliably distribute critical information in real time. This service allows automated message delivery, two-way communication, and reporting.

CA DMV EPN Notification

A CA-DMV accredited EPN service is available to Client on the TargetSolutions platform using a qualified and California State approved EPN provider of notification services. Each Client must complete an application and submit the necessary employee data to enable such service.

HEALTHYROADS® HEALTH & WELLNESS APPLICATION

Healthroads provides personnel with a secure single sign-on portal with tools and information to help manage a healthier lifestyle. The application features include Personal Health Assessment (PHA) tools, E-Coaching Multi-Media Courses, Exercise & Nutrition Planners, and other online tools.

TargetSolutions Services

WEB EVENTS

This online application facilitates your ability to schedule live online meetings through the TargetSolutions platform.

Web Events features include:

- Integrated recordable web conference solution (Web Events) for one (1) named/designated host
- Video web cam enabled (1 web cam included)
- Share desktop applications and/or files with up to 100 simultaneous attendees
- Live document sharing (supports multi-format files including Word, PPT, Excel, PDF, & Flash Video)
- Whiteboard functionality
- No plug-in download requirements
- Live chat functionality – attendees may virtually raise their hand and ask the presenter questions
- Fully integrated with TargetSolutions' application
- Flexibility to utilize audio VOIP or your own telephone conferencing service
- Customer service to assist users and presenters if technical issues or questions arise

CONTENT AUTHORING START-UP KIT

The Content Authoring Start-up Kit includes the Articulate Studio Standard '09 package. Articulate (an e-learning software package) helps you create interactive and engaging courses, presentations, and quizzes. The package includes Course Builder Software, Video Production Tools, Voiceover Tools and a Video Production Kit.

AMERICAN HEART ASSOCIATION BASIC LIFE SUPPORT (BLS)

TargetSafety now provides 1st responders with access to the American Heart Association's Basic Life Support (BLS) for Healthcare Providers Online Part I curriculum through TargetSolutions. Part 1 features the cognitive learning through web-based self-paced modules with an online test and evaluation. Included is a series of online modules covering the required adult, child and infant CPR sequences, 10 checkpoints to be completed, 21 optional review sections and 17 videos.

AMERICAN HEART ASSOCIATION ADVANCED CARDIAC LIFE SUPPORT (ACLS)

TargetSolutions offers the American Heart Association's HeartCode™ ACLS Part 1 curriculum through our platform. This integrated offering makes it possible to assign, track and report course completion—all from within TargetSolutions' platform. The online accessibility of this course provides a flexible alternative to classroom-style training and enables first responders to take the educational portion at a time and location that is most convenient for them. The web-based portion includes interactive patient cases that test the student's ability to apply the ACLS algorithms to select treatment. This course is approved for both first time and ACLS re-certification. Completion of the skills practice and testing session (Parts 2 and 3) with an authorized American Heart Association ACLS instructor is required to receive an official ACLS Provider Card.

BRUNACINI FUNCTIONAL BOSS BEHAVIORS

Using our platform, fire departments can deliver retired Phoenix Fire Chief Alan Brunacini's Functional Boss Behaviors course, which is based on his popular book by the same name. This online training series outlines 10 rules for bosses in the fire industry to ensure their behavior creates an environment that helps workers to deliver standard service and added value directly to the customer. The series features Alan Brunacini's insights on leadership, management, and organizational behaviors gained through his extensive years of service as well as highlights the importance of focusing on customer service in the fire industry.

ADDENDUM

TargetSolutions further agrees as follows:

I. Immigration Law Compliance.

A. TargetSolutions, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal Immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

C. City of Glendale ("City") retains the legal right to inspect the papers of TargetSolutions or subcontractor employee who performs work under this Agreement to ensure that TargetSolutions or any subcontractor is compliant with the warranty under subsection (A) above.

D. City may conduct random inspections, and upon request of the City, TargetSolutions shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. TargetSolutions agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.

E. TargetSolutions agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. TargetSolutions also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

F. TargetSolutions' warranty and obligations under this Section I to the City are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

II. Prohibitions. TargetSolutions certifies under A.R.S. §§ 35-391 *et seq*, and 35-393 *et seq*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

III. Conflicts. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

NOTHING FOLLOWS



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: Ashley Bennett

Email: ashley.bennett@targetsolutions.com

Phone: 858-683-7744

Schedule A

DATE of SUBMISSION

6/21/2016

LICENSE TERMS:

7/1/2016 - 6/30/2017

Contract Renewal Proposal Exclusively Created for:

Glendale Fire Department

ATTN: Eric Keppler

6829 N 58th Dr

Glendale, AZ. 85301

623-930-3455 ekeppler@glendaleaz.com

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

DESCRIPTION	UNIT PRICE PER USER	QUANTITY (# of Users)	TOTAL
TargetSolutions Platform: Firefighters	\$ 60.00	261	\$ 15,660.00
Year Two	\$ 60.00	261	\$ 15,660.00
			\$ -
Total Annual Investment			\$ 31,320.00

Annual Maintenance Fee \$ 195.00 2 \$ 390.00

TOTAL DUE ANNUALLY \$ 31,710.00

Eric W. Keppler Eric W. Keppler 6/23/2016

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

TargetSolutions Learning contract renewal proposal pricing is good for 30 days from Date of Submission listed above.