

RECEIVED
CONTRACT APPROVAL FORM CONTRACT MANAGEMENT

(Contract Management Use only)
CONTRACT TRACKING NO.
<u>cm1718</u>

2011 FEB -2 AM 10:18

CONTRACTOR INFORMATION

Name: Target Safety, Inc. (aka Target Safety, Co., Inc.)
 Address: 10805 Rancho Bernardo Rd. Ste 200, San Diego, Ca. 92127-5703
City State Zip
 Contractor's Administrator Name: Jeff O'Neil Title: Account Executive
 Tel#: 877-944-6372 Fax#: 858-487-8762 Email: jeff@target-safety.com

CONTRACT INFORMATION

Contract Name: PreventionLink Online Training Platform Contract Value: \$ 8,845.00
 Brief Description: EMS Online Training Piggy-back pricing as listed per Blount Sheriff's Office agreement *10m-10yr. Annual expense is \$8,845.00 Includes NFA customize setup.

Contract Dates : From 1-25-2011 to 1-24-2012 Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other
 * Piggyback Broward Sheriff

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____ No Increase

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|--|------------------------|---|
| 1. | <u>[Signature]</u>
Department Head Signature | <u>1/17/11</u>
Date | <u>01261526-555000</u>
<u>04223522-555000</u>
Funding Source/Acct # |
| 2. | <u>[Signature]</u>
Contract Management | <u>1/21/11</u>
Date | |
| 3. | <u>[Signature]</u>
County Attorney (approved as to form only) | <u>1/28/11</u>
Date | |
| 4. | <u>[Signature]</u>
Office of Management & Budget | <u>2-1-11</u>
Date | |

Comments: _____

~~INTERIM~~ COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature]
Ted Selby Date 2/1/11

RECEIVED
 CONTRACT MANAGEMENT
 2011 JAN 21 PM 3:20

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
 Copy: Department
 Office of Management & Budget
 Contract Management
 Clerk Finance

CHECK REQUEST
Nassau County Fire Rescue

Date: 1/19/2011

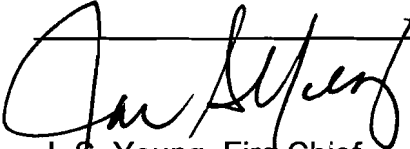
Pay To: Target Safety
10805 Rancho Bernardo Road, Suite 200
San Diego, CA 92127-5703

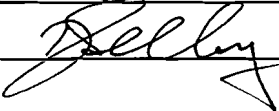
ACCOUNT # <u>Various (see below)</u> Training

Amount: \$8,845.00

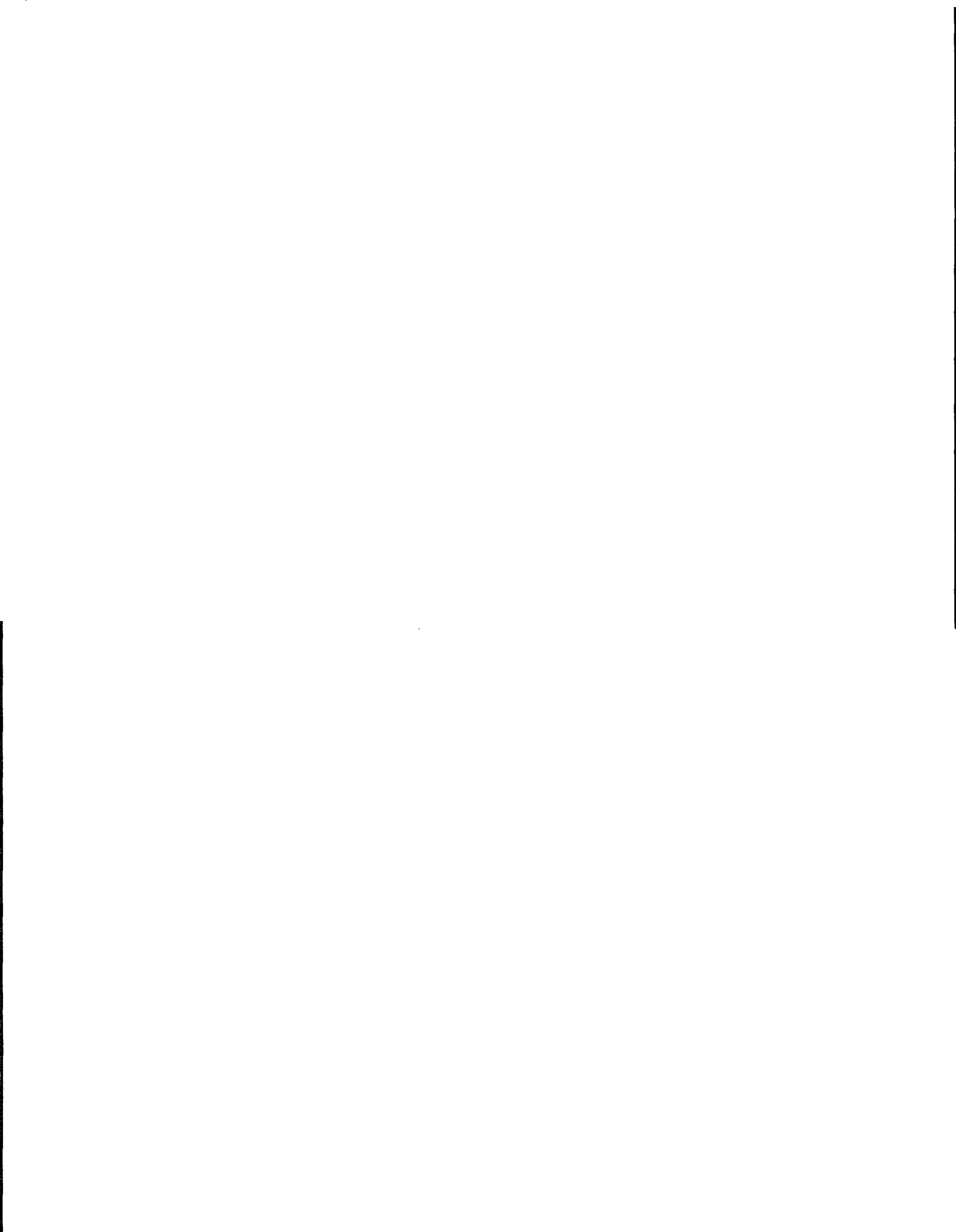
Explanation: EMS online training.
01261526-554000 = \$4,422.50; 04223522-554000 = \$4,422.50

Forward Check To: _____ Address above

Requested By: 
J. S. Young, Fire Chief

Approved By:  2/11/11

Thank you.





TARGETSAFETY
 10805 RANCHO BERNARDO RD, STE 200
 SAN DIEGO, CA 92127-5703
 877-944-6372 – TOLL FREE
 858-592-6880 / 858-487-8762 (Fax)

Nassau County Fire Rescue
 Attn: Fire Chief Sam Young
 96160 Nassau Place
 Yulee, FL. 32097
 904.491.7525

Account Executive
 Jeff Oathout
 jeff@targetsafety.com
 404.886.5652

DATE of SUBMISSION	COMPANY I.D.	ACCOUNT EXECUTIVE	LICENSE TERMS
1/18/2011		JEFF OATHOUT	1/25/2011 - 1/24/2012

DESCRIPTION	REF	UNIT PRICE PER USER	QUANTITY (# of Users)	TOTAL
PreventionLink™ Online Training Platform License Customized Website, Administration Tools, and Applications				
Proposal Includes: Professional Bundle	Exhibit A	\$ 75.00	106	\$ 7,950.00
				\$ -
PreventionLink Online Training Courses				
Proposal Includes: Unlimited Hours of Training	Exhibit B	\$ -	106	Included
Optional Services Available for Purchase (upon request) <i>Health & Wellness Application: \$2.95 / user / year</i> <i>Web Events: \$499 start up + \$699 per year license fee</i> <i>Content Authoring Kit with Video Camera: \$1,100.</i> <i>AHA Basic Life Support (BLS): \$19 / user / year</i> <i>Brunacini functional Boss Behaviors (4 hrs): \$39 / user / year</i>	Exhibit C			

Notes:	ONE-TIME SETUP FEE	\$ 895.00
ISFSI Set-Up Discount and Broward Piggy-Back	TOTAL DUE	\$ 8,845.00

SIGNATURE:	DATE:
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PreventionLink™ Services

Exhibit A

PreventionLink Tools and Applications: Select Bundle

Custom URL:	The PreventionLink™ 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 TargetSafety community.
Site Analytics:	The PreventionLink™ 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:	TargetSafety 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:	TargetSafety Client Services will provide assistance to help design custom training curricula as requested.
Email Notification:	PreventionLink™ 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.

PreventionLink 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. PreventionLink's Forums allow Administrators to generate employee feedback and interaction about relevant topics in the workplace.

PreventionLink™ Services

Exhibit B **PreventionLink Online Training Courses**

A current list of courses is available on our website: http://media.targetsafety.com/media/documents/fire_ems_catalog.pdf

Exhibit C **Optional Services Available for Purchase (upon request)**

PROSPECTIVE EMPLOYEE BACKGROUND INVESTIGATION

Online Background Request

Via a PreventionLink™ partnership, the Internet enables Client to submit, view, and receive background and drug screening reports from any computer. Client submits their request via PreventionLink™ 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 PreventionLink™ 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.

PreventionLink™ Services

WEB EVENTS

This online application facilitates your ability to schedule live online meetings through the PreventionLink 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 PreventionLink's Event Manger™ 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 AUTHORIZING 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 PreventionLink™. 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.

BRUNACINI FUNCTIONAL BOSS BEHAVIORS

Using PreventionLink, 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.



Sole Source Justification for TargetSafety's Services

October, 2010

Based upon the criteria noted below, TargetSafety is uniquely qualified as a web based training organization capable of providing such an extensive array of services acceptable for firefighters and other first responders in the state of Florida and the United States. Each of the items below would differentiate TargetSafety from all other online services; however, when viewed as an integrated set of services and training content, we are not aware of any other vendor that can make even a limited number of these claims. TargetSafety has uniquely combined all the aspects listed below to provide a comprehensive and integrated platform for training, overall compliance, documentation and risk management.

NFPA Partner

In 2002, NFPA made an investment in TargetSafety to enable the company to deliver online training courses to serve NFPA's Fire Service members. NFPA was instrumental in financing the development of content and advanced applications for the Fire Service and is the Company's largest outside shareholder. Since 2002 the company has benefited from the counsel and direction from the NFPA and today both Bruce Mullen, CFO of the NFPA and George Miller, former CEO of the NFPA serve on the TargetSafety board of directors.

TargetSafety's Firefighter Series

Working with fire department training professionals and the NFPA, we have identified the training courses appropriate for delivery over the Internet to meet the NFPA 1500 awareness level training standards. Additionally, TargetSafety has NFPA 1001 (Firefighter 1 and 2) and NFPA 1021 (Company Officer) training courses. These annual refresher courses are designed for first responders and the NFPA has provided us with content experts to review them. We are not aware of any other online training company today that offers this type and level of customized training content for firefighters and other first responders.

OSHA Requirements

OSHA has identified two requirements to deliver annual, awareness level safety training over the Internet: 1) each employee engaged in training must be able to "ask a safety question" and receive a response from a trained safety professional; and 2) all training content must allow for some elements that are site specific. TargetSafety has met these requirements and works closely with our clients to ensure that safety training content delivered online will meet the spirit and the letter of OSHA regulation. We are not aware of any other online training organization providing firefighter specific training content that meets these specific OSHA requirements while offering such an extensive breadth of training content.

ISO Compliance Tracking

ISO has several areas that fire departments are rated on for their fire training each year. TargetSafety has a unique set of Custom Activities specifically designed to coordinate with these areas that will allow a fire department to thoroughly track the training in their department. We are not aware of any other online training organization providing Custom Activities that are specific to fire department needs in relation to ISO compliance.

EMS Training – State of Florida Approved

Emergency Medical Technician - Basic, Emergency Medical Technician - Paramedic training. TargetSafety committed to meet this requirement for its fire service customers using its expertise in web based training. Sixty EMS CE's approved by the State of Florida for recertification and a certification tracker that is specific to each employee. TargetSafety now offers state approved online EMS training.

First Responder to Terrorist Incident Training

In 2002, TargetSafety and the NFPA introduced a web based training course for first responders responding to a potential terrorist incident. This course was designed in conjunction with professionals from the NFPA, the fire service and US military and it is based upon terrorism training outlined by FEMA. We believe that TargetSafety is the only training organization that offers this critical firefighter training program over the Internet.

Emergency Vehicle and Fire Apparatus Driving Safety Program

TargetSafety offers a unique program to assist fire departments to avoid driving accidents and incidents. The online program includes: 1) a management guide to implementing a comprehensive fleet and driving safety program; 2) policy and procedure templates to assist departments in the development of customized standards; 3) compliance task templates to track and monitor compliance with the department's policies, 4) specific training for supervisors of apparatus and emergency vehicle drivers, and; 5) a two-year, 16 training course curriculum designed for drivers of emergency vehicles and fire apparatus. We believe that TargetSafety is the only training organization that offers this comprehensive driving safety program specifically created for fire departments with delivery over the Internet.

Interactive Training Courses

All TargetSafety courses include multiple 'interactive lessons' to be completed by personnel in order to continue through the course. All TargetSafety courses offer personnel the ability to 'ask a question' of a department training, safety, or EMS professional at any time during the course session. All TargetSafety courses also allow personnel an opportunity to make a suggestion at the end of each course and complete an evaluation of each course.

Tiered Management System

While TargetSafety offers its clients the ability to assign, monitor and document all TargetSafety and non-TargetSafety training; it also offers the ability to extend management responsibilities and reporting capabilities on a limited level to non-administrative personnel (i.e. shift officers, driver/operators and battalion chiefs).

Document Center and Compliance Tracking

TargetSafety offers fire departments the ability to upload protocols, policies, procedures, links, power points and other necessary documents to be reviewed by personnel; these can be attached to a training course or be independent resources. By using these features and our reporting tools, each department can post information, create tests and assign and/or keep track of virtually any action (or inaction) within the department (i.e. Driver's License renewals, monthly inspections, annual certifications, TargetSafety training, etc.). TargetSafety is the only online training organization that offers compliance tracking capabilities and a document center as part of an integrated platform with firefighter specific training, HR, HAZMAT, EMT, terrorism, driver, and safety training.

Community Resources

TargetSafety offers fire departments the ability to easily share information—including training presentations, educational videos, policies, procedures, inspection forms and more—with other TargetSafety clients and community members. Best of all, you can download, modify and assign these documents to your employees in just a few clicks of the mouse. Community members include the nation's leading fire and EMS departments, schools, municipalities, risk pools and other public entities—providing you with centralized access to information and best practices you can't find anywhere else. TargetSafety is the only online training organization that offers this valuable shared resource of information.

Event Manager

TargetSafety offers clients the ability to create, schedule, track, and access reports on events such as: Instructor-led classroom training, Online meetings and webinars (using PreventionLink Web Events), New hire orientations, Recurring department meetings, and more. Event Manager allows easy access to user registration and attendance records and the ability to set up confirmation and reminder emails so that employees never miss a meeting, and employees can easily enroll and view upcoming event details. TargetSafety is the only online training organization that offers this valuable resource as part of the platform.

Collecting, Analyzing and Reporting on Key Risk Metrics

TargetSafety offers fire departments online tools to monitor measure and mitigate risk across the entire department. Replacing existing paper-based programs and expanding risk analysis to other risk arenas, TargetSafety provides a system that will allow it to reach each supervisor, manager and firefighter, if appropriate, to determine compliance with all department policies, procedures and requirements. More importantly, each reporting entity can then be benchmarked against all other reporting entities. Several key elements of this system are:

1. Department management may define each area of significant risk to the department and customize risk metrics for measurement.
2. Allow prioritization of specific risks and individual risk metrics to facilitate benchmarking of all reporting entities across the department.
3. Produce benchmarking analysis tools and reports that effectively compare each reporting against all others.

-
4. Offers a system to mitigate risks as each deficiency is noted; allowing for tracking and reporting the process of mitigation.
 5. Provide tools that allow real-time assessment and management reporting.

There is no other online training organization that offers these types of risk management tools for fire departments.

Summary

Although training is available to firefighters from many sources, TargetSafety is the only web based organization that offers the Firefighter Series, apparatus and emergency vehicle training for drivers and supervisors, compliance tracking, and a customizable document center. No other training organization, either online or instructor-led, offers this complete set of training content and services.

There are many additional elements and features of our courseware, our service and our Safety Management System™ that we believe are superior to other Internet based training vendors. I look forward to a continued discussion of these features and benefits with you and your team in the near future. In the interim, should you have any questions concerning the information presented above, please do not hesitate to contact us at any time at (858) 592-6880.

We look forward to working with you and we hope to serve your department for many years to come. Thank you for your consideration and evaluation of TargetSafety.



Bruce R. Kaechele
President and CEO
TargetSafety
10805 Rancho Bernardo Road, Suite 200
San Diego, CA 92127






Pride in Service with Integrity

DATE: July 9, 2010 10M-105

MEMO TO: William MacDonald, Director, Bureau of Finance & Budget (via email)
Victor Marrero, Director, Risk Management (via email)
Larry Strain, Director, Purchasing Administration (via email)
Vicki Petersen, Business Manager, DLE

FROM:  Teresa Sands, Senior Legal Counsel
Office of the General Counsel

SUBJECT: Executed Contract

Enclosed please find a copy of the agreement between the Broward Sheriff's Office and the following:

Agreement Summary

Party: Target Safety, Inc. (aka TargetSafety.com, Inc.)

Purpose: Online training for Fire Rescue employees

Consideration: \$75.00 Annual per employee license fee. The estimated cost is \$50,000.00.

Term: Three (3) years – Termination allowed after the initial year with ninety (90) days written notice.

Additional copies have been provided to Assistant Chief Kenneth Kronheim, Captain Jim Bishop, Fire Rescue, Irene Costa, Contract Manager, and Jason Spaide, Purchasing Agent.

TS/seh

Enclosure

cc: File

**INTERNET SERVICES AGREEMENT
BETWEEN
TARGETSAFETY.COM, INC.
AND THE
BROWARD SHERIFF'S OFFICE
FOR
PREVENTIONLINK™ ONLINE SAFETY, FIRE, AND EMS TRAINING AND APPLICATIONS**

This contract ("Agreement") is entered into this 9th day of July, 2010 by and between the Broward Sheriff's Office (hereinafter "CLIENT") and TargetSafety.com, Inc., a California corporation (hereinafter "TSC").

WHEREAS CLIENT desires to retain TSC to provide online training to its Fire Rescue employees along with other applications using the PreventionLink™ platform ("PreventionLink");

WHEREAS TSC is a qualified professional capable of providing PreventionLink which CLIENT seeks;

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, CLIENT does hereby engage TSC, and TSC agrees to provide PreventionLink set forth herein in accordance with the following terms and conditions:

1. **Description of PreventionLink.** TSC shall provide a license to access TSC's web-based training and recordkeeping platform to include environmental, occupational health, general safety, Fire, EMS, driver, and human resource training course titles for the employees of CLIENT along with other online applications. TSC will also provide toll-free customer service to all CLIENT employees requiring assistance to access and utilize these online courses and applications. The Scope of Services to be delivered is described on Exhibit B and the Technical Specifications are described on Exhibit C and are attached and incorporated herein.

2. **Agreement Term.** This Agreement shall be for an initial term of three (3) years from the effective date and may be renewed thereafter on an annual basis for up to two (2) additional years upon written mutual agreement of the parties, unless terminated as provided herein. TSC agrees to allow CLIENT access to PreventionLink during the course of the initial Agreement and any renewal period.

3. **Invoicing and Payment.** The annual per-employee license fee shall be Seventy Five dollars (\$75.00) invoiced 25 days prior to the effective date noted above in section 2. The initial invoice represents the estimated number of 650 employees utilizing PreventionLink and any additional employees beyond this initial estimate will be invoiced as they register for PreventionLink access. Subsequent annual fees shall be invoiced 25 days prior to the effective date noted above in section 2. All amounts payable to CLIENT are exclusive of taxes.

4. **Reliance Upon Professional Skill.** It is mutually agreed by the parties that CLIENT is relying upon the professional skill of TSC, and TSC represents to CLIENT that it will deliver PreventionLink to conform to generally recognized industry standards for online training and online applications.

5. **Independent TSC.** It is agreed that TSC is an independent contractor and any TSC employee working with CLIENT shall not be deemed an agent or employee of CLIENT.

6. **Assignment.** This Agreement, and any interest herein, shall not be assigned, transferred, or otherwise encumbered by TSC, under any circumstances, without the prior written consent of CLIENT, which will not be unreasonably withheld.

7. **Insurance.** TSC shall maintain Commercial General Liability insurance in the amount of Two Million (\$2,000,000) per occurrence, Four Million (\$4,000,000) in the aggregate, Professional Liability Insurance in the amount on One Million (\$1,000,000) per occurrence and in the aggregate; Workers Compensation insurance in the amount of One Million (\$1,000,000) per occurrence in the aggregate; and Hired and Non-Owned Automobile insurance in the amount of Two Million (\$2,000,000) each occurrence for the duration of this agreement. TSC will provide to CLIENT insurance certificates reflecting evidence of all insurance with thirty (30) days prior written notice of cancellation or non-renewal of a policy or policies.

8. **TSC "Terms of Use" – Interactive Service Agreement and License.** PreventionLink provided to CLIENT is proprietary to TSC and its online applications and training content and are owned by TSC exclusively. CLIENT and its employees agree with the Terms of Use – Interactive Service Agreement and License as noted in Exhibit A. The Terms of Use agreement on Exhibit A will govern rather than that which is located on TSC's web site. Notwithstanding to language contained therein, venue for any claims, disputes, causes of actions or proceedings shall be determined as set forth in Paragraph 16 of the Agreement. Notwithstanding to language contained therein, venue for any claims, disputes, causes of actions or proceedings shall be determined as set forth in Paragraph 16 of the Agreement.

9. **Termination.**

9.1. In the event that either party hereto materially defaults in the performance of any of its duties or obligations hereunder (except for a default in payments to TSC) and does not substantially cure such default within thirty (30) days after being given written notice specifying the default, then the party not in default may, by giving written notice thereof to the defaulting party, terminate this Agreement as of the date specified in such notice of termination. In the event that CLIENT defaults in the payment when due of any amount due to TSC hereunder and does not cure such default within thirty (30) days of the date of the invoice, then TSC may, by giving written notice thereof to CLIENT, terminate this Agreement as of the date specified in such notice of termination.

9.2 This Agreement may not be terminated by TSC or CLIENT for convenience during the initial year of the three (3) year term. Thereafter either party may terminate the Agreement without cause upon providing ninety (90) days written notice to the other party.

9.3 There expiration or termination of this Agreement shall not affect any rights or obligations hereunder which are intended to survive such expiration or termination.

10. **Criminal History.** TSC represents that any individuals it provides that perform services under this Agreement do not have any past felony criminal convictions or any pending criminal charges. TSC has disclosed all such convictions or pending criminal charges to the CLIENT and further agrees to disclose any future convictions or pending criminal charges.

11. **Civil Rights Requirements.** TSC shall comply with all applicable sections of the Americans with Disabilities Act. TSC shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, or physical or mental disability. TSC agrees that

compliance with this Section constitutes a condition to this Agreement, and that it is binding upon the CONSULTANT, his successors, transferees, and assignees for the period during which services are provided.

12. **Mediation.** Should a controversy or dispute arise out of or relating to this Agreement, TSC and CLIENT agree to use best efforts to select a qualified, neutral Florida-based mediator to facilitate non-binding communication between the parties to assist them to reach a mutually acceptable agreement. Such mediation will be done via telephone, web meeting, or, if agreed to by both parties, in person at Florida location selected by the parties. No evidence of anything said or any admission made in the course of mediation is admissible in any civil action or court proceeding, and no writing that is prepared for the mediation process is admissible in any civil action or court proceeding. All communications, negotiations, and discussions between the parties shall remain confidential. Both TSC and CLIENT agree that mediation is voluntary and neither party will forfeit any legal rights and remedies under the law.

13. **Confidentiality.** TSC shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of CLIENT, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of CLIENT, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this agreement. TSC acknowledges that a breach of this confidentiality will cause irreparable injury to CLIENT that the remedy at law for any such violation or threatened violation will not be adequate and that SHERIFF shall be entitled to temporary and permanent injunctive relief. TSC employees, agents, servants, volunteers and subcontractors providing services pursuant to this Agreement must execute the confidentiality agreement in Exhibit D, which is attached hereto.

14. **Public Entity Crimes Act.** In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the CLIENT, may not be awarded or perform work as a consultant, supplier, or subcontractors, under a contract with the CLIENT, and may not conduct business with the CLIENT for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by TSC shall result in termination of this Agreement and may cause TSC debarment.

15. **Indemnification.** TSC shall indemnify, hold harmless, and defend the CLIENT, his officers, employees, agents, servants, designees, attorneys, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of TSC, its officers, employees, agents, designees, or servants during the performance of the contract. The CLIENT reserves the right to select defense counsel. The provisions of this section shall survive the expiration or early termination of this Agreement. Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the CLIENT's immunities and limitations on liability provided for in Florida Statutes Section 768.28 as now worded or as may hereafter be amended.

16. **Venue.** It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida.

17. **Amendment.** This Agreement may be amended in writing and signed by both parties.

18. **Severability.** Should any part of this Agreement for any reason be declared invalid, such invalidity shall not affect the validity of any remaining provisions hereof, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the agreement of the parties that they would have executed the remaining portion of the Agreement without including any such part, parts, or portions that may, for any reason, be hereafter declared invalid.

19. **Entire Agreement and Survival.** This Agreement and exhibits contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this agreement which are not fully expressed herein. Sections 7 and 8 will survive any termination of this agreement.

20. **Force Majeure.** TSC shall not be responsible for delays or failures (including any delay by TSC to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

21. **Notices.** Any notice required to be given to TSC shall be deemed to be duly and properly given if mailed to TSC, postage prepaid, addressed to TargetSafety.com, Inc., Attn: President and CEO, 10805 Rancho Bernardo Road, #200, San Diego, CA 92127, or personally delivered to TSC at such address or at such other addresses as TSC may designate in writing to CLIENT. Any notice required to be given CLIENT shall be deemed to be duly and properly given if mailed to:

Broward Sheriff's Office
Chief of Fire Rescue
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312

And

Broward Sheriff's Office
Office of the General Counsel
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312

or personally delivered to CLIENT at such address or at such other addresses as CLIENT may designate in writing to TSC.

IN WITNESS WHEREOF, the parties hereby execute this agreement on the dates set forth below:

BROWARD SHERIFF'S OFFICE

AL Lamberti, As Sheriff of Broward County

By: Joseph R. Lello
Chief Joseph Lello, Fire Rescue
Date: 7-7-10

Approved as to form and legal sufficiency
subject to the execution by the parties

By: [Signature]
Broward Sheriff's Office

Date: 7/6/10

TARGETSAFETY.COM, INC.
Federal Tax ID: 33-0886618

Bruce R. Kaechele, as President of TargetSafety

By: Bruce R. Kaechele
Date: 6/29/2010

EXHIBIT A

TARGETSAFETY WEB SITES "TERMS OF USE" INTERACTIVE SERVICE AGREEMENT AND LICENSE

Date of Revision: April 1, 2010

Welcome to the TargetSafety.com, Inc. company web sites, including TargetSafety.com and various derivatives of www.PreventionLink.com, the company's proprietary web based platform. These Web Sites Terms of Use (the "Agreement") constitute a legally binding agreement made by and between TargetSafety.com, Inc. (collectively, "we", "us", or "TargetSafety") and the users of all of our web sites, whether personally or on behalf of an entity ("you"). This Agreement governs your use of all of the TargetSafety web sites (collectively, the "Web Sites") and the course content, services and limited support offered and provided by TargetSafety on the Web Sites (collectively, the "Services"), so please read it carefully.

You accept that workplace safety, the management and mitigation of risks, compliance, communication and all other services supported by the applications and content contained in the Site are your responsibility. That duty cannot be delegated to TargetSafety and TargetSafety accepts no delegation of that duty. TargetSafety will assist you by providing specific services for which you have requested. All warranties are defined in this agreement and TargetSafety undertakes no obligations other than those set out in this agreement. Read the terms and conditions of this agreement carefully before using any content or services.

Provisions for All Individuals and Organizations Accessing TargetSafety's Web Sites

PLEASE NOTE THAT BY ACCESSING OR USING OR ACCEPTING ANY PART OF THE WEB SITES OR THE SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT, INCLUDING THE DISPUTE RESOLUTION PROCEDURE. IF YOU DO NOT AGREE TO BE SO BOUND, DO NOT ACCESS OR USE THE WEB SITES OR THE SERVICES. TARGETSAFETY RESERVES THE RIGHT TO MAKE CHANGES TO THIS AGREEMENT AT ANY TIME. YOUR CONTINUED USE OF THE WEB SITES AND/OR THE SERVICES CONSTITUTES ASSENT TO ANY NEW PROVISIONS OF THIS AGREEMENT THAT MAY BE POSTED ON THE WEB SITES IN THE FUTURE.

1. Using the Web Sites.

- a. **Eligibility.** Except as expressly provided below, certain services may only be used by, and registered user status is limited to, individuals who can form legally binding contracts under applicable law ("Registered Users"). Without limitation, minors are prohibited from becoming Registered Users. References in this Agreement to "users" include Registered Users only.
- b. **User Registration.** To become a Registered User, you must create an account with TargetSafety through the online registration process on the Web Sites. In some cases, and only at your organization's request, TargetSafety may create an online registration for you or groups of users. In other cases, your organization may register you. If you create an account, you must provide TargetSafety with accurate and complete registration information, as prompted in the registration form. You should promptly update your online profile if any of this information changes. If someone else completes an online registration for you, you should review and update your online profile.

c. **Passwords.** If you create an account you will be asked to choose a password. If your account was created for you, you will be asked to create a new password. You must keep your password confidential. You will be responsible for all uses of your password and account, including, without limitation, any use by any unauthorized third party. You must notify TargetSafety immediately if you believe your password or account has been obtained, or may be accessed or used by, any unauthorized person or entity. In addition, you must notify TargetSafety immediately if you become aware of any other breach or attempted breach of the security of the Web Sites. For security purposes, TargetSafety recommends that you change your password often.

d. **Scope of Usage Rights.** The right to use the Web Sites does not necessarily include access to all of the software, course content, services and support provided and licensed by TargetSafety to its "Clients" for a fee. "Clients" are organizations or business enterprises that independently contract directly with TargetSafety on behalf of select groups of Registered Users for access to TargetSafety services for a fee.

e. **License to use.** As a Registered User, TargetSafety grants you a non-exclusive, non-transferable personal license for individual use of the Services during the term of your service agreement. TargetSafety warrants that the services provided to you by TargetSafety hereunder shall be performed in a competent manner, consistent with industry standards.

2. Content Posted by You or Others In Your Organization.

a. **Objectionable Content.** Due to the amount of user-generated content, TargetSafety may not have the ability to control the nature of the content presented by users on or through the Web Sites. You are solely responsible for your interactions with other users of the Web Sites and any content that you post. TargetSafety is not and will not be liable for any damage or harm resulting from any of the Web Sites' users' content or your interactions with other users of the Web Sites. TargetSafety reserves the right, but has no obligation, to monitor interactions between you and other users of the Web Sites and to take any other action to restrict access to or the availability of any material we or another user of the Web Sites may consider to be obscene, lewd, lascivious, violent, harassing, defamatory, infringing, abusive, inflammatory, vulgar, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable (including, without limitation, because it violates this Agreement).

b. **Prohibited Content.** You may not post, submit or transmit any content that: (i) is libelous, defamatory or slanderous; (ii) advocates the violent overthrow of the government of the United States; (iii) incites, encourages or threatens immediate physical harm against another; (iv) presents an immediate and genuine danger to another person or entity; or (v) violates any applicable law, regulation, or rule.

3. User Conduct.

In, or as a result of, your use of the Web Sites and the Services, you may not: (i) infringe any patent, trademark, trade secret, copyright, right of publicity, or other right of any party, or upload, post, transmit, share, store or otherwise make publicly available on the Web Sites any private information of any third party or any information that would encourage or provide instructions for an unlawful activity; (ii) disrupt or interfere with the security or use of the Services, the Web Sites, or any web sites linked to the Web Sites; (iii) interfere with or damage the Web Sites or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology; (iv) attempt to use another user's account, impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) TargetSafety, federal, state, or municipal government,; or

create or use a false identity; (v) attempt to obtain unauthorized access to the Web Sites or portions of the Web Sites that are restricted from the access granted to you; (vi) engage, directly or indirectly, in transmission of spam, chain letters, junk mail or any other type of unsolicited solicitation; (vii) collect, manually or through an automatic process, information about other users (including e-mail addresses or other contact information) without their express consent or other information relating to the Web Sites or the Services; (viii) use any meta tags or any other hidden text utilizing TargetSafety's name, trademarks, or product names in any manner and in any place; (ix) advertise, offer to sell, or sell any goods or services unless specifically authorized by TargetSafety in writing; (x) engage in any activity that interferes with any third party's ability to use or enjoy the Web Sites or Services; (xi) upload, post, transmit, share, store or otherwise make available any videos that are of a personal nature, and which are original art or animation (including any audio or music that is part of the video); or (xii) assist any third party in engaging in any activity prohibited by this Agreement.

4. Registered Users.

Registered Users may download and/or copy content or information displayed on the Web Sites for personal use only, provided that all copyright and other notices contained therein are maintained, or to further the business purposes of TargetSafety "Clients". "Clients" are organizations or business enterprises that independently contract directly with TargetSafety on behalf of select groups of Registered Users for access to TargetSafety services for a fee. Copying, sharing, publishing, displaying, and/or preparing derivative works of any content or information from the Web Sites, in any form or by any means, for other than personal (non-commercial) use, or to further the business purposes of TargetSafety contracted Clients, is expressly prohibited without prior written permission from TargetSafety or the owner of the copyrighted content.

5. Privacy Policy.

You agree to comply with the terms of TargetSafety's Privacy Policy (<http://www.targetsafety.com/newsite/privacy.htm>), which is incorporated by reference into this Agreement.

6. Intellectual Property Rights.

a. **Copyright.** Except for content and materials owned by you or by other Registered Users and uploaded onto TargetSafety's web sites, all materials on the Web Sites and used in the Services, including without limitation, the TargetSafety logo, designs, text, graphics, information, content, data, images, audio, video, applications, software, metadata, compilations, graphical user interfaces, other files, and the selection, arrangement and organization thereof are either owned by TargetSafety or are the property of TargetSafety's suppliers or licensors. Except for your own user content that you legally post on the Web Sites, or for contributed content specifically made available to the general community in the TargetSafety's Community Resource Center, and except for the limited use granted to Registered Users set forth above in Paragraph 4, no Web Sites' content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, or transmitted, in any form or by any means, in whole or in part, without our prior written permission. No Web Site content may be sold, copied, reproduced, used for derivative works, or used for any commercial purposes. Provided that you are using the Web Sites as a Registered User, you are granted a limited license to access and use the Web Sites and the Services and to download or print a copy of any portion of the Web Sites' content to which you have properly gained access solely for your personal, non-commercial use, or to further the business purposes of TargetSafety Clients, as defined in Paragraph No. 4 above, provided that

you do not alter or delete any trademark, copyright, or other proprietary notices. Except for your own user content, you may not upload, republish, copy, display, or make derivative works from our Web Sites' content on any Internet, Intranet or Extranet site or use the information in any other database or compilation; and any other use of our Web Sites' content is strictly prohibited. Your license is subject to this Agreement and does not permit use of any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Web Sites or the Content or Services beyond the scope of the license granted above is prohibited. Copyright © 2008-2010 TargetSafety. ALL RIGHTS RESERVED.

b. **Trademarks.** TargetSafety, PreventionLink, the TargetSafety and PreventionLink logos, and the other TargetSafety product names, tag lines, logos, page headers, custom graphics, button icons, and scripts shown on the Web Sites are trademarks or trade dress of TargetSafety. Any use by you of such trademarks and trade dress is for the sole benefit of TargetSafety and all goodwill generated by such use will inure to TargetSafety. If you refer to TargetSafety's trademarks or logos, you must include appropriate attribution to TargetSafety. All other trademarks, trade names and the like that appear on the Web Sites or in the Services are the property of their respective owners. You may not use (including as part of a domain name) any of these trademarks, trade dress, or trade names without express permission.

c. **Ownership and Use.** TargetSafety retains ownership of its intellectual property rights and you do not obtain any rights therein by virtue of this Agreement or otherwise. Except for use on the Site or authorized in Section 6 above, you have no right to use, copy, display, perform, publish, create derivative works from, create new works or abstracts from, distribute, have distributed, transmit, or sublicense materials or content available on the Web Sites or through the Services, except as expressly set forth in this Agreement. Notwithstanding the foregoing, you may use the content and materials on our Web Sites and available through our Services in the normal course of your use of the Web Sites and the Services. You may not use any third-party intellectual property without the express written permission of the applicable third party, except as permitted by law.

d. **Your Content.** Except for the material described in the "Suggestions" section below, to which we will obtain ownership, TargetSafety will not acquire an ownership interest in the materials you post, input or submit to the Web Sites unless you specifically elect to share such materials, and then TargetSafety will acquire the non-exclusive license as set forth in Section 9 below.

7. Fees and Payment.

Some of the Services may require payment of fees, either now or in the future. You agree to pay all applicable fees, as described on the Web Sites or in your written proposal or in your written agreement if one exists in connection with such Services selected by you. TargetSafety reserves the right to change its pricing and to institute new charges at your annual renewal date.

8. Linking and Framing.

During the term of your service agreement, you may create a plain text hyperlink to TargetSafety's Web Sites provided that neither you nor the link portrays TargetSafety or any of its products and services in a false or disparaging manner or suggests sponsorship, affiliation or endorsement by or with TargetSafety. TargetSafety may, at its discretion, revoke this permission at any time for breach of this Agreement. You may not "frame," inline link, or similarly display any TargetSafety content or property, including, without limitation, the Web

Sites. You may not use any TargetSafety logo or other of its trademarks as part of the link without express written permission.

9. License Granted to TargetSafety by Individuals or Organizations Accessing TargetSafety's Community Sharing Services.

By posting, storing or transmitting any content on or to the Web Sites, you hereby: (i) grant to TargetSafety and its licensees, and represent and warrant that you have the right to grant, a perpetual, worldwide, non-exclusive, royalty-free, fully paid up, transferable, sublicensable, right and license to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit and sublicense such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose, commercial, advertising, or otherwise, and (ii) agree that the content is subject to being changed, rejected, or deleted without notice or explanation to you. You hereby irrevocably waive any claims based on moral rights, if any. This will not change the protection under the law for any material which is clearly marked as copyright.

10. DMCA Copyright Policy and Copyright Agent.

TargetSafety respects the intellectual property rights of others and expects its users and contributors to do the same. TargetSafety may remove or disable access to content that in its sole discretion appears to infringe the intellectual property rights of others. In addition, TargetSafety, in its sole and aCLIENTlute discretion, may terminate the accounts or registrations of users who infringe the intellectual property rights of others within the TargetSafety.com network. If you believe that a user of the Web Sites or the Services has infringed your intellectual property rights, please notify TargetSafety's Copyright Agent, and provide the following information: (a) a physical or electronic signature of the person authorized to act on behalf of the owner of the intellectual property right; (b) an identification of the intellectual property claimed to have been infringed; (c) a detailed description of the material that you claim is infringing, so that we may locate it, including the URL where the infringing material appears; (d) your address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the allegedly infringing use is not authorized by the intellectual property rights owner, its agent, or the law; and, (f) a statement by you, made under penalty of perjury, that the foregoing information is accurate and that you are authorized to act on behalf of the owner of the intellectual property rights involved.

If you have had content removed because there has been a Notification of Copyright Infringement pursuant to the Digital Millennium Copyright Act (as described above) you may make a counter notification pursuant to sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. When we receive a counter notification, we may reinstate the material in question. To file a counter notification with us, you must provide a written communication that sets forth the items specified below. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is not infringing the copyrights of others. Therefore, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney. To submit your Counter Notification to us please provide the following information:

- (a) Identify the specific URLs or other unique identifying information of the material to which TargetSafety has disabled access or removed;
- (b) Provide your name, address, telephone number, email address, and a statement that you consent to the jurisdiction to the Federal District Court for the judicial district in which

your address is located (or San Diego County, California if outside of the United States), and that you will accept service of process from the person who provided notification or an agent of such person;

(c) a signed by you under penalty of perjury, that you have a good faith belief that the content identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled, or that the material identified by the complainant has been removed or disabled at the URL identified and will no longer be shown.

TargetSafety's Copyright Agent can be reached at:

Copyright Agent
TargetSafety.com, Inc.
10805 Rancho Bernardo Rd., Suite 200
San Diego, CA 92127
USA
Phone: (858) 376-1630
Fax: (858) 487-8762
Email: copyright@targetsafety.com

11. Representations and Warranties.

a. **By Each Party.** Each party represents and warrants to the other party: (i) that it has the full power and authority to enter into and perform its obligations under this Agreement, (ii) the assent to and performance by it of its obligations under this Agreement do not constitute a breach of or conflict with any other agreement or arrangement by which it is bound, or any applicable laws, regulations or rules, and (iii) this Agreement constitutes legal, valid and binding obligations of the parties executing or assenting to this Agreement, enforceable in accordance with its terms and conditions.

b. **By You.** You represent and warrant to TargetSafety that: (i) you will not infringe the patent, copyright, trademark, trade secret, right of publicity or other intellectual property or proprietary right of TargetSafety or of any third party in your use of the Web Sites or the Services, and (ii) you will comply with all applicable laws, rules and regulations in your use of the Services and the Web Sites, including this Agreement.

12. Indemnification.

You agree to hold TargetSafety and its employees, representatives, agents, attorneys, affiliates, directors, officers, managers and shareholders (the "Indemnified Parties") harmless from any damage, loss, cost or expense (including without limitation, attorneys' fees and costs) incurred in connection with any third-party claim, demand or action ("Claim") brought or asserted against any of the Indemnified Parties: (i) alleging facts or circumstances that would constitute a breach of any provision of this Agreement by you or, (ii) arising from, related to, or connected with your use of the Web Sites or the Services. Without limiting the foregoing, you may not settle compromise or in any other manner dispose of any Claim without the consent of TargetSafety, which will not be unreasonably withheld.

13. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.

a. DISCLAIMER OF WARRANTIES. TARGETSAFETY PROVIDES THE WEB SITES AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. TARGETSAFETY DOES NOT REPRESENT OR WARRANT THAT THE WEB SITES OR SERVICES OR THEIR USE: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, (iii) WILL MEET YOUR REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE YOU USE. TARGETSAFETY MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS AGREEMENT, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NONINFRINGEMENT.

b. THIRD PARTY SERVICES. THE THIRD-PARTY LINKS, SERVICES, GOODS, RESOURCES AND INFORMATION THAT TARGETSAFETY PROVIDES ON OR MAKES AVAILABLE THROUGH THE WEB SITES, INCLUDING, WITHOUT LIMITATION, THOSE AVAILABLE THROUGH THIRD-PARTY ADVERTISEMENTS, ARE NOT CONTROLLED BY TARGETSAFETY. ACCORDINGLY, TARGETSAFETY MAKES NO WARRANTIES REGARDING SUCH THIRD-PARTY SERVICES, RESOURCES, AND INFORMATION, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT, AND WILL NOT BE LIABLE FOR YOUR USE OF OR RELIANCE ON SUCH THIRD-PARTY SERVICES, RESOURCES OR INFORMATION.

c. EXCLUSION OF DAMAGES. TARGETSAFETY AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES OR MEMBERS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE USE OF THE WEB SITES OR SERVICES, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. LIMITATION OF LIABILITY. IN NO EVENT WILL TARGETSAFETY'S LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE WEB SITES, OR THE SERVICES EXCEED THE LESSER OF \$500, OR THE CONSIDERATION PAID BY YOU FOR CONTENT AND SERVICES UNDER THIS AGREEMENT.

14. Force Majeure.

TargetSafety will not be liable for failing to perform under this Agreement by the occurrence of any event beyond its reasonable control, including, without limitation, a labor disturbance, an Internet outage or interruption of service, a communications outage, failure by a service provider to TargetSafety to perform, fire, terrorism, natural disaster or war.

15. Mediation. See Section 12 of Agreement.

16. Changes to the Web Sites or Service.

TargetSafety may, in its sole discretion, change, modify, or make improvements to any aspect of the Web Sites or the Services, temporarily or permanently, at any time without notice to you, and TargetSafety will not be liable for doing so.

17. Term and Termination.

The subscription license period shall have a term of twelve (12) months from date of acceptance (or purchase) unless otherwise specified in your written proposal or written agreement if one exists. Thereafter, the Services shall terminate, unless TargetSafety grants a renewal of this Agreement to you. TargetSafety will have the right in its sole discretion, to terminate your account or your access to the Web Sites or Services for any of the following reasons: (i) your breach of any part of this Agreement, (ii) your violation of the rights of any third party; or (iii) the failure to extend any term or Renewal Term. You may terminate your profile or your account for any reason at any time by providing notice to TargetSafety of your intention to do so, subject to this Agreement. If your account is terminated, TargetSafety may, in its sole discretion, delete any comments, web sites, files, graphics or other content or materials relating to your use of the Web Sites or Services on TargetSafety's servers or otherwise in its possession or control. Following termination, you may not be permitted to use the Web Sites or the Services without first obtaining TargetSafety's consent. If your account or your access to the Web Sites or Services is terminated, TargetSafety reserves the right to exercise whatever means it deems necessary to prevent unauthorized access to the Web Sites or the Services, including, but not limited to, technological barriers, IP mapping, and direct contact with your Internet Service Provider. All provisions of this Agreement which by their nature should survive termination shall survive termination, including without limitation, ownership of content and services provisions and intellectual property rights thereto, disclaimers, exclusions and limitations of liability.

18. Notices and Electronic Communications.

All notices required or permitted to be given under this Agreement will be in writing and delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. mail, return receipt requested, postage prepaid, (iii) overnight courier, or (iv) electronic mail. If you give notice to us you must use the address shown in Section 7. If TargetSafety provides notice to you, we will use the contact information provided by you to us. All notices will be deemed received as follows: (i) if by hand-delivery, on the date of delivery, (ii) if by delivery by U.S. mail, on the date of receipt appearing on a return receipt card, (iii) if by overnight courier, on the date receipt is confirmed by such courier service, or (iv) if by electronic mail, 24 hours after the message was sent, if no "system error" or other notice of non-delivery is generated. Each party agrees that any notice that it receives from the other party electronically satisfies any legal requirement that such communications be in writing.

19. Suggestions.

You agree that any suggestions, ideas, product uses and potential uses, product ideas, feedback or other information about the Web Sites, the Service, or our products or services ("Suggestions"), provided by you to us are non-confidential to you and shall become by virtue of the transmission to us, to the Web Sites, or to the Service the sole property of TargetSafety. We will own all of the rights, exclusively, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Suggestions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

20. Integration.

If this Agreement is inconsistent with any Agreements between the parties, this Agreement shall control. This Agreement contains the entire understanding between you and TargetSafety

regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between us, whether oral in writing, regarding its subject.

21. Additional Terms.

This Agreement is binding upon each party hereto and its successors and permitted assigns, and shall be governed by and construed in accordance with the laws of the State of California without reference to the conflict of law principles thereof. We both agree that all actions or proceedings arising in connection with this Agreement shall be arbitrated in accordance with the Arbitration provision of this Agreement exclusively in San Diego County, California, or in the event the matter is for any reason litigated, tried and litigated exclusively in the state or federal courts located in San Diego County, California. This choice of venue (for both arbitration and litigation) is intended by the both of us to be mandatory and not permissive in nature, and to preclude the possibility of arbitration or litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. We both waive any right either of us may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to the venue with respect to any proceeding brought in accordance with this Section. This Agreement and all of your rights and obligations under it is not assignable or transferable by you without the prior written consent of TargetSafety. No failure or delay by a party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement. You and TargetSafety are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. The invalidity or unenforceability of any provision of this Agreement will not invalidate any other provision of this Agreement, all of which will remain in full force and effect. If you reside in or are subject to the laws of a jurisdiction anywhere in the world whose common, statutory, regulatory, or codified law would void this Agreement in whole or in any essential part (the essential parts being at least, but not only, the exclusive venue and exclusive remedy provisions, and the warranty disclaimers), or which make accessing the Web Sites or using the Services illegal, you do so entirely at your own risk.

EXHIBIT B SCOPE OF SERVICES

TargetSafety will grant an annual license to Client's firefighters/EMTs for all TargetSafety online services. TargetSafety will provide training to the Client covering all aspects of PreventionLink™. Training for additional system Prevention Link administrators will be provided at no cost to Client. TargetSafety will provide Client with templates to announce the TargetSafety online services to all firefighters/EMTs.

Online services offered are as follows:

1. Online training – courses offered are described as part of this document.
2. Training Management – PreventionLink includes a complete training management system to assign, track, document, and report on training.
3. File Center – TargetSafety will provide the PreventionLink File Center with 1 GB capacity limit. Additional capacity is available upon request.
4. Video Content Delivery – TargetSafety will provide PreventionLink storage and delivery of content for Client video content.
5. Custom Activities – TargetSafety will provide PreventionLink Custom Activity tools to create, maintain, and document unlimited Client-designed compliance activities, policy reviews, surveys and user developed training.
6. Custom URL's – TargetSafety will provide a customized URL path and customized site banner to access the Client's customized services on the PreventionLink Platform.
7. Customer Service – TargetSafety 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 24 x 7 x 365.
8. Re-Certification Tracker – At Client's request, TargetSafety will provide the PreventionLink Re-Certification Tracker for their region to monitor certified training for each firefighter.
9. Curriculum Design – TargetSafety will provide Client with assistance to design custom training curriculums as requested.
10. Site Analytics – TargetSafety will provide Client a PreventionLink Dashboard for quick and meaningful assessment of key utilization metrics.
11. Firefighter Notification – TargetSafety will provide Client with an optional monthly email to all firefighters/EMT's that serves as a reminder and summarizes course assignments.
12. Online Testing – TargetSafety will provide online testing for all TargetSafety courses. TargetSafety provides a tool set designed to allow PreventionLink

administrators the ability to design, assign, deliver, monitor, document and report on Client's designed tests.

Course Titles

OSHA & Compliance

Environmental Awareness

Asbestos Awareness
Lead Awareness
Hazard Communications
Advanced HAZWOPER Awareness (8-hour)
HAZMAT Spill Prevention & Control
HAZMAT Transportation
Compressed Gas Safety
Materials Handling, Storage, Use & Disposal
Radiation Safety
Confined-Space Entry
Laser Safety
Combustible & Flammable Liquids

Occupational Health

Bloodborne Pathogens Safety
Forklift Safety
Trenching & Shoring
Machine Guarding
Hand & Power Tool Safety
Incident Investigation
Laboratory Safety
Welding Safety
General Construction Safety
Personal Protective Equipment

Respiratory Protection
Risk Assessment Analysis
Lock-Out / Tag-Out
Indoor Air Quality
Fall Protection
Ladder & Scaffolding Safety
Industrial Ergonomics

General Safety

Back Injury Prevention
Slips, Trips, & Falls Prevention
Hearing Conservation
Eye Safety
CPR Academic
General First Aid Part 1 and Part 2
Electrical Safety
General Office Ergonomics
Disaster Preparedness
Working in Extreme Temperatures
Fire Extinguisher Safety
Fire Prevention Safety
Driving Safety
Building Evacuation and Emergencies
Emergency Response to Terrorism

Human Resources

Workplace Violence
Sexual Harassment
Workplace Diversity
Workplace Stress
Health & Wellness
Diet & Nutrition
Alcohol-Free Workplace
Drug-Free Workplace

Supervisor

Reasonable Suspicion for Supervisors – Alcohol
Reasonable Suspicion for Supervisors – Drugs
Sexual Harassment Awareness for Supervisors

Fire

NFPA 1500 Series

Hazard Communication
Advanced Hazardous Waste Operations
HAZMAT Spill Prevention & Control
HAZMAT Transportation
Compressed Gas Safety
Materials Handling, Storage, Use & Disposal
Confined-Space Entry
Combustible & Flammable Liquids
Personal Protective Equipment
Respiratory Protection
CPR Academic
Driving Safety
Bloodborne Pathogens Safety

NFPA 1001 Series / Firefighter I & II

Driver Intersection Safety
Driver Operator
Introduction to Wildland Fires
Firefighter Orientation and Safety
Fire Behavior

Ground Ladders
Ventilation
Forcible Entry Into a Structure
Firefighter Personal Protective Equipment
Protection of Evidence of Fire Cause and Origin
Water Supply
Fire Streams
Vehicle Extrication
Search and Rescue in a Structure
Building Construction
Portable Extinguishers
Fire Control
Fire Hose

NFPA 1021 / Company Officer

Assuming the Role of a Company Officer
Fire Investigation
Fire Department Structure
Legal Responsibilities and Liabilities
Firefighter Safety and Health
Incident Response Safety
Fire and Life Safety Inspections

Emergency Response to Terrorism

This introductory guide for First Responders is essential for those who may be among the first to arrive at an incident of suspicious origin. It is intended to be a general introduction to the basic concepts for first responder awareness of a potential terrorist incident. This course consists of four individual training modules, each requiring approximately 45 minutes to complete.

Module I: Terrorism in Perspective – This module offers an overview of terrorism from the perspective of the First Responder.

Module II: Incidents and Indicators - This module covers recognizing suspicious incidents, key indicators, warning signs, and detection clues.

Module III: Self-Protection – This module reviews types of potential harm and means of protection.

Module IV: Scene Control, Notification and Coordination – This module focuses on the initial response to a potential terrorist incident, including arrival consideration, scene isolation, evacuation, and procedures for activating response resources.

First Responder Operations Level Refresher

This 8-hour course is designed to be a refresher for the Operations Level Responder to Hazardous Materials Incidents. The course consists of *four individual training modules*, each requiring approximately two hours to complete. The course fulfills the requirements of NFPA 472 and 29 CFR 1910.120(q).

Module I: Analyzing the Incident – This module reviews how to survey a HAZMAT spill or incident; how to collect hazard and response information with MSDSs, labels, and markings; and how to identify the various transport containers and storage tanks used for hazardous materials.

Module II: Planning the Response – This module will cover the chemical and physical properties of materials and their impact on storage and transport containers; response objectives, including how to assess the risk to a responder for each hazard class; and how to determine the suitability of SCBA and personal protective equipment.

Module III: Implementing the Planned Response – The module will cover the principles of site management, how to establish and enforce control zones, and tactics for emergency decontamination. It will discuss common types of releases and how to deal with them, and how to conduct defensive operations such as damming and diking and air monitoring.

Module IV: Incident Management Systems and Terrorism Awareness – The module will cover incident management systems and the first responder's role in a response plan. It will also cover the potential for terrorist attacks, typical agents used in a terrorist event, and the appropriate response tactics.

EMS Continuing Education

Preparatory

Health and Wellness
Diet and Nutrition
Back Injury Prevention
Workplace Stress
Infectious Disease Control
Medical, Ethical, and Legal Issues in Emergency Care
HIPAA Awareness
Protecting Yourself From Influenza
HIV Awareness
HIV Awareness – Florida
Common Infectious Pathogens

Trauma

Shock Basic
Shock Advanced
Burn Management Basic
Burn Management Advanced
Musculoskeletal Injuries Basic
Musculoskeletal Injuries Advanced
Head and Face Emergencies Advanced
CNS Injuries Basic
CNS Injuries Advanced
Thoracic Emergencies Advanced

Patient Assessment

Patient Assessment Basic
Patient Assessment Advanced
Documentation and Communication

Medical

Respiratory Emergencies Basic
Respiratory Emergencies Advanced
Pharmacology Basic
Pharmacology Advanced

Cardiac Emergencies Basic
Cardiac Emergencies Advanced
Altered Mental Status
Poison and Overdose Basic
Environmental Emergencies Basic
Environmental Emergencies Advanced
Behavioral Emergencies Basic
Behavioral Emergencies Advanced
Non-Traumatic Abdominal Injuries
Allergies Basic
Allergies Advanced
Operating an Automatic External Defibrillator (AED) Basic

Special Considerations

Obstetrical Emergencies Basic
Obstetrical Emergencies Advanced
Neonatology Advanced
Pediatric Medical Emergencies Basic
Pediatric Medical Emergencies Advanced
Geriatric Emergencies Advanced
The Challenged Patient Advanced

Operations

EMS Driving Safety
Introduction to Hazardous Materials
Hazard Communication
Confined Space Entry
Emergency Response to Terrorism
Managing Multiple Casualty Incidents (MCIs)

Airway

Respiratory System: Anatomy and Physiology
Airway Management Basic
Airway Management Advanced

Driver Training

Fire Department Driver Training Curriculum

Driver Safety Orientation
Impaired Driving
Intersection Safety
Safe Backing
Distracted Driver
Emergency Vehicle Characteristics
Legal Considerations
Emergency Vehicle Operations
Adjusting to Changing Conditions
Defensive Driving Strategies
The Dangers of Speeding
Vehicle Safety and Security

Securing Materials for Transportation
Vehicle Inspection and Maintenance
The Importance of Seat Belt Use
Accidents and Emergencies

(Driver) Supervisor Curriculum

Motor Vehicle Safety Overview for Supervisors
Personnel Selection
Accident Investigations
Reasonable Suspicion of Drugs for Supervisors
Reasonable Suspicion of Alcohol for Supervisors

**EXHIBIT C
TECHNICAL SPECIFICATIONS**

OVERVIEW

BSO is seeking an Internet based training platform and loss prevention system to reduce financial costs associated with training and increase coverage and customer service capabilities. A comprehensive solution that will: A) track compliance with all training and EMS courses, important activities and tasks, B) change unsafe employee behavior, and C) assist training/risk management to monitor, measure and benchmark key risk metrics to assure compliance with County Fire Rescue policies, procedures and standards. D) All training courses follow OSHA's general guidelines. E) All Firefighter Courses must be compliant with National Fire Protection Association (NFPA) 1500 standards. F) The system must allow for adding customized training content and/or County Fire Rescue's policies to any course. G) Course modules should last approximately 45 minutes on the average. H) Some of the safety courses must be available in Spanish.

A) COMPLIANCE ACTIVITY AND TASK TRACKING

The system must accommodate a compliance activity and task tracking application that allows Fire Rescue Training staff the ability to monitor and report on key compliance activities across the entire department. Some examples of such compliance activities are as follows:

Policies	Procedures	Processes
Issuance of personal protective equipment to employees	Life safety facility inspections	Replacing defective parts on time and with approved vendors
Providing sexual harassment training and policies to all employees	Employment health examinations	Ensuring that all purchases are fully documented and authorized.

The BSO is seeking a flexible online platform to assign compliance tasks, monitor completion, "red flag" deficiencies, and provide comprehensive reporting on all compliance activities. Minimum requirements for such a system include the following:

1. The system must be capable of tracking ancillary tasks (for example, tracking expiration of driver's licenses and driver health cards). The system administrator must be capable of creating customized tasks, assigning and tracking each task, and have access to complete reporting online.
2. The system must provide for accountability by having tiered and controlled administrative access for supervisors and managers.

B) EMPLOYEE TRAINING TO CHANGE UNSAFE EMPLOYEE BEHAVIOR

I. COURSE TITLE REQUIREMENTS

Safety topics must include, at a minimum, those listed below.

Alcohol-Free Workplace

Advanced 8Hr HAZWOPER Refresher

Asbestos Awareness
 Back Injury Prevention
 Bloodborne Pathogens
 Building Evacuation
 Compressed Gas Safety
 Confined Space
 CPR
 Diet & Nutrition
 Driving Safety
 Drug-Free Workplace
 Electrical Safety
 Emergency Preparedness
 Ethnic Diversification
 Eye Safety
 Fall Protection
 Fire Extinguisher Safety
 Fire Prevention Safety
 First Aid
 Flammable Liquids
 Forklift Safety
 General Construction Safety
 General Office Ergonomics
 Hand and Tool Safety
 HAZMAT Prevention and Control
 Hazard Communications
 HAZMAT Transportation

Health & Fitness
 Hearing Conservation
 Incident Investigation
 Indoor Air Quality
 Industrial Ergonomics
 Laboratory Safety
 Ladder/Scaffolding Safety
 Laser Safety
 Lead Awareness
 Lock-Out / Tag-Out
 Machine Guarding
 Material Handling
 Office Safety
 Personal Protective Equipment
 Reasonable Suspicion – Alcohol
 Reasonable Suspicion – Drugs
 Radiation Safety
 Respiratory Protection
 Risk Assessment Analysis
 Sexual Harassment
 Slip, Trip and Fall Prevention
 Trenching and Shoring
 Welding Safety
 Working in Extreme Temperatures
 Workplace Stress
 Workplace Violence

Firefighter Courses (FP), at a minimum, must include:

FF – Bloodborne Pathogens	FF – Hazard Communications
FF – Compressed Gas Safety	FF – Materials Handling – Disposal
FF – CPR Academic	FF – Respiratory Protection
FF – Confined Space Entry	FF – Trenching and Shoring
FF – Combustible/Flammable Liquids	FF – 8 Hour Hazwoper Refresher
FF – HAZMAT Spill Prevention	FF – Response to Terrorist Incidents
FF – HAZMAT Prevention and Control	

EMT Courses Certified Course Training Requirements

EMT courses require specific Florida authorization to meet the biennial emergency medical personnel certification. A process to deliver a minimum of 60 hours of Florida approved certified training must be presented as a part of this proposal.

II. SYSTEM ADMINISTRATION REQUIREMENTS

1. All training courses must be available 24 hour a day / 7 days a week.
2. Employees must be able to “ask a question” of a BSO Fire Rescue training professional at any time during the course session. Should BSO Fire Rescue desire immediate

response to an employee question, the system should allow the employee to send a message to an email, pager, or cell phone of a safety professional, which will arrive based on the cell phone network or other networks involved in the communication of the message, containing the employee's phone number, the employee's name and the course title.

3. The system must offer the employee an opportunity to make a safety suggestion at the end of the course.
4. A "bookmark" feature must be available that will allow employees the opportunity to terminate a course at any time and return to the exact training lesson within the course upon return.
5. The course session must include a test for retention of the material and a means of recording the score.
6. The course test "pass/fail" score must allow BSO Fire Rescue access to set and modify the passing grade score.
7. The system must be capable of being administered by the County for such functions as entering and deleting employee names, assigning courses and due dates, and running reports; all without need for vendor involvement.
8. The system must be able to print out completion certificates at the time and place of completion so the student has hard-copy documentation.
9. The system must allow each employee the opportunity to easily evaluate any completed course on-line, and the results should be available to training and risk management professionals.
10. The system must allow BSO Fire Rescue the capability to display a customized safety message to employees immediately after log-in to assist the department to focus on specific issues and/or made department wide announcements.
11. The vendor must provide BSO Fire Rescue with a department specific URL for all Fire Rescue employees to access training. Employee access should only require a user name and password that may be determined by each employee.
12. The system must allow for each employee the opportunity to register for training using a self registration process. This process will allow each employee to identify his/her department and provide for automatic curriculum assignment based upon job description.
13. Automatically assigned curriculums must provide for a multi-year training schedule, with each assigned course having a start date and due date.

III. REPORTING REQUIREMENTS

1. The system must be capable of generating reports identifying what training has been completed, what has been assigned but not completed, and what is overdue for completion. The reports must be capable of being sorted by station and shift.

2. The system must allow administrators to establish non-Internet based standard training requirements that can be assigned by the system administrator, tracked and provide for complete reporting online.
3. The system must be capable of tracking all training administered to / taken by a given employee, regardless of its source.
4. The system should provide for easy download of all training records into an Excel spreadsheet or comma delineated file.
 - Key reports required include the following data:
 - Exception reports (i.e., who has not completed a course on time)
 - Failed courses
 - Number of time a course is accessed
 - Number of times a test is taken
 - Total amount of time (cumulative) spent on the course
 - Passing grade, date completed

IV. OTHER SERVICES AND SUPPORT

1. The data in the tracking system must be the property of BSO Fire Rescue and be capable of being easily downloaded by the system administrator, at any time.
2. Initial onsite training must be available to BSO Fire Rescue training personnel in the proper use of the system administrator functions and application.
3. Ongoing support must be available via a toll-free telephone number.
4. Vendor should be capable of converting existing course material for delivery on the electronic training platform.
5. Company must retain all training data for as long as the company is a customer.
6. Company must retain individual employee test questions for retrieval at a later time if requested by BSO Fire Rescue.

C) COLLECTING, ANALYZING AND REPORTING ON KEY RISK METRICS

The goal of BSO Fire Rescue is to monitor, measure and mitigate risk across the entire department. Using existing paper-based programs and expanding to other risk arenas, the department seeks a system that will allow it to reach each supervisor, manager and employee, if appropriate, to determine compliance with BSO Fire Rescue policies, procedures and requirements. This system should:

1. Allow Training to define each area of significant risk to the County and define risk metrics for each.
2. Provide for prioritization of specific risks and individual risk metrics to facilitate benchmarking of operations across the department.

3. Produce benchmarking analysis tools and reports that effectively compare each operation against all others.
4. Employ a system to aggressively mitigate risks as each deficiency is noted; allowing for tracking and reporting the process of mitigation.
5. Provide tools that allow real-time assessment and management reporting.

**EXHIBIT D
CONFIDENTIALITY AGREEMENT**

WHEREAS, Al Lamberti, Sheriff of Broward County ("SHERIFF") has entered into an Agreement with Target Safety, an independent contractor, ("CONTRACTOR")
(Company Name)
wherein CONTRACTOR will be performing certain work and services for SHERIFF, more specifically described in the solicitation document.

WHEREAS, CONTRACTOR has assigned Jenny Cady to perform such work on behalf of
CONTRACTOR;
(Individual's Name)

WHEREAS, when performing such work and providing such services Jenny Cady
(Individual's Name)
may become aware of confidential information related to the business of the SHERIFF including, but not limited to, undercover vehicle information, criminal intelligence information, and criminal investigative information, and

NOW THEREFORE, in consideration of SHERIFF's using CONTRACTOR to perform services and for other good and valuable consideration Jenny Cady agrees as follows:
(Individual's Name)

I. Acknowledgment of Confidentiality. Jenny Cady hereby acknowledges that
(Individual's Name)

(he / she) may be exposed to confidential information including, without limitation, criminal intelligence
(Circle one of the above)
information, criminal investigative information, blueprints, designs and plans (whether in hard copy or electronic format) and other information that is confidential or exempt from disclosure pursuant to federal, state or local laws, rules, codes, or regulations and other information designated as confidential ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by Jenny Cady and/or
Target Safety;
(Company Name) (Individual's Name)

(ii) information in the public domain through no wrongful act of Target Safety and/or
(Company Name)
Jenny Cady, or (iii) information received by Target Safety and/or
(Individual's Name) (Company Name)
Jenny Cady from a third party who was free to disclose it.
(Individual's Name)

II. Covenant Not to Disclose. With respect to the Confidential Information, Jenny Cady
(Individual's Name)
hereby agrees that during the term of rendering services or performing work and at all times thereafter Jenny Cady shall not use, commercialize or disclose such Confidential Information to any
(Individual's Name)
person or entity, except to such other parties as SHERIFF may approve in writing and under such conditions as SHERIFF may impose.

IN WITNESS WHEREOF, Jenny Cady executes this Confidentiality Agreement on the date set forth
below.
(Individual's Name)

(CONTRACTOR) EMPLOYEE/SUBCONTRACTOR

[Signature]
Employee Signature (Individual's Name)

6/24/10
Date

Witness

6/24/10
Date





Pride in Service with Integrity

SR# 1002

DATE: 01/13/2010

TO: Larry Strain, Purchasing Bureau Director

THRU: Irene Costa, Contract Manager, Purchasing Bureau *IC*

FROM: Captain Jim Bishop, Dept. of Fire Rescue

PART I

CHECK ONE: FIRST APPLICATION RENEWAL
STANDARDIZATION • SOLE SOURCE • SINGLE SOURCE • SOLE BRAND

It is the policy of the Broward Sheriff's Office to consistently purchase goods and services using full and open competition. The taxpayers in Broward County are best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes the Purchasing Division can help to avoid delays and to facilitate effective market research. However, there may be instances when other than full and open competition may be justified. When a user department(s) determines that other than full and open competition is necessary or in the best interest of BSO, appropriate justification for that course of action must be submitted to the Purchasing Division for approval in order to waive the competitive procurement process.

REQUEST FOR: STANDARDIZATION* SOLE BRAND*
 SOLE SOURCE* SINGLE SOURCE*
(More than one box above may be checked)

*SOLE SOURCE (use for single purchases only)

The supply of a product or service so uniquely* qualified that it is only available from a solitary source.

*SINGLE SOURCE (use for single purchases only)

The supply of a product or service which may be available from multiple sources, but a specific vendor is uniquely* qualified and meets the users' requirements.

*SOLE BRAND (use for single purchases only)

This is a specified service or product which has unique specifications to successfully meet the needs of the department and no alternate brands are acceptable.

*STANDARDIZATION (used for multiple purchases and can be combined with the above; i.e. Standardization/Sole Source, Standardization/Sole Brand, Standardization/Sole Source/Sole Brand, etc.)

This is the procedure of maintaining methods and equipment as constant as possible because of measurable benefits to the department and/or agency. Competition among distributors of a standardized brand will be attained if possible.

DEFINITION OF UNIQUELY*:

1. Being the only one of its kind
2. Without an equal or equivalent; unparalleled
3. Unusual; extraordinary
4. Characteristic of a particular category, condition, or locality

Previous approval dates: _____

Procedures are found in the Purchasing Division's SOP Handbook, attached herein, and also available by calling 831-8170.

Due Date: Order must be placed by: 01/13/10 Date Service must begin by: 01/13/10 Date

Proposed Vendor: Target Safety - Vendor # 33-0886618 BSO vendor # _____

Proposed Brand: Target Safety On Line Training Item Number _____

Description: Fire, EMS, Paramedic Training Estimated Cost of Purchase \$: 50,000

Note: Drug Free Work Place certification must be obtained for procurements greater than \$30,000. Insurance may be required, check with the Purchasing Agent assigned to this commodity.

INCLUDE A PICTURE AND DESCRIPTION OF THE ITEM WITH THE SUBMISSION OF THIS FORM

PART II QUESTIONNAIRE
ALL QUESTIONS MUST BE ANSWERED
 (ATTACH DOCUMENTATION TO SUPPORT THE FOLLOWING ANSWERS)

Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this determination:

See Appendix A

Explain why this service provider, supplier, or manufacturer is the unique available source from which to obtain this product or service and describe the efforts that were made to verify and confirm whether or not this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors of exclusive distributorships for the product or service if that is cited as a reason):

See Appendix B

Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one? If so, Estimated Annual Expenditure: _____)

See Appendix C

Please describe your market research and the results thereof. This should include a description of other similar sources or products available in the market, if any, and why they are not acceptable.

See Appendix D

Explain the consequence(s) to the County or Public, including a dollar estimate of the financial impact, if this item is not approved for the determination above:

See Appendix E

I certify that the above statements are true and correct, to the best of my knowledge. I also certify that prices obtained are fair and reasonable. I also certify that neither I, nor my family members, will gain or receive any additional benefit because I have recommended that this acquisition be obtained solely from a designated vendor or contractor. F.S. 838.22(2) "It is unlawful for a public servant with "corrupt intent" to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services.

Submitted by: [Signature] 9/15/09
Signature of Division Administrator Date
Kenneth Kronheim 9/15/09
Printed Name of the above Date
 Requested by: Captain J. m Bishop 9/15/09
Print Date

DO NOT WRITE BELOW THIS LINE - FOR PURCHASING DIVISION USE ONLY

Reviewed by: Irene COSTA (print name)
 COMMENTS:
On line research confirmed Fire Rescue's research and determination of sole brand/source for needs of Fire Rescue. Direct contact with other Fire Depts. confirmed satisfaction with the product.
[Signature] Purchasing Agent Signature 1-13-10 Date
 APPROVAL AUTHORITY: In accordance with BSO Purchasing Division SOP 3.8.6, it is requested that you review that information contained herein and make your recommendation to begin/continue the above requested procurement. A review of this recommendation, if a Standardization, will be made on an annual basis in June following the approval date.
 APPROVED: [Signature] 01/23/10
Larry Strain, Director Purchasing Bureau Date
 DISAPPROVED: _____ If not approved state reason below:

ORIGINAL/PURCHASING COPY/DIVISION COPY
 THIS REQUEST IS NOT VALID UNTIL THE DIVISION HAS RECEIVED AN APPROVED COPY

Attachment A

Sole Brand, Source, Standardization Justification TARGET SAFETY

Target Safety is a web based, on line Fire, EMT, Paramedic and Inspection training program that allows members to conduct training at their own pace while working at the station and log on and off while maintaining their place in the course.

- Use of an on-line training program will reduce the cost for training by allowing members of the department to earn CEU's while working at the station, thereby alleviating the need to take a crew out of service, which could result in overtime costs. Currently, training requires a classroom setting which takes Fire Depot. staff from their station to attend off-site training.

- All Target Safety course content is accredited for national standards for OSHA, NFPA and AHA and compliant with American Heart Association recommendations and guidelines. Medical courses for EMTs and Paramedics have been approved by FDOT . Target Safety is the only vendor authorized by NFPA to deliver on-line/web-based safety training (see attached Letter).
- Target Safety allows us to simplify and standardize Risk Management training for our organization by allowing each member of the department to receive the same information and be able to complete courses within the same time frame. Every member will receive the same information on workplace violence, drug free workplace. If BSO Human Resources Dept. for all members to review, that information can be placed on Target Safety's website for all BSO Fire Dept. personnel to access.
- Target Safety simplifies recordkeeping by maintaining a record of each BSO staff members' file, enabling BSO management to pull records and view which staff member may be short on CEU's or ISO training. This will ensure compliance for Fire, EMS and H.R. required classes required by the State and Broward Sheriff's Office.
- Target Safety will create a customized web page for BSO FR which will allow for customized training and testing. Advantages of this program include:
 - Fire Dept. members will have access to their own training anywhere through the Internet
 - BSO's Bureau of Training has the ability to assign courses to members in advance
 - Fire Dept. members will be notified by e-mail
 - Interface with Tele-Staff and People-Soft.

Attachment B

BSO Fire Rescue has reviewed other products, including EMS Jane, which has similar features; however, Target Safety is the only product which meets all requirements. Target Safety is the only product that is able to place BSOFR training programs on their server (i.e. H.R. related training). This feature was tested and completed in the test phase of this product.

Additionally, as stated in Attachment A, Target Safety is the only company endorsed by both NFPA and AHA.

Target Safety has recently been certified by the State of Florida to offer Fire Inspection training.

Attachment C

Target Safety has waived the setup fee for the Broward Sheriff's Office Department of Fire Rescue. Maintenance fees and all upgrades will be provided by Target Safety at no additional cost. Currently, the department pays for ACLS training from the American Heart Association however AHA courses are offered by Target Safety at no additional cost, thereby alleviating the need to pay the AHA for those courses.

Currently, each FR staff member must use one designated computer at each station which has the AHA program installed on it. Not all computers at the stations have the AHA program installed and some Station personnel must travel to other Stations to complete AHA training. Department personnel will no longer need to travel to other stations for AHA training, and personnel can access any computer at any Station having internet access. Since Target Safety has recently been certified by the State of Florida to offer Fire Inspection training, which will be held on line, thereby reducing out-of-office time for Fire inspectors.

Attachment D

The Bureau of Training conducted a trial of both Target Safety and EMS Jane. EMS Jane was similar to Target Safety with their EMS Courses but did not offer NFPA courses or other courses the Bureau of Training felt would meet our needs and did not have interface capability with Tele-Staff or People Soft. Both companies were field tested by members of the department and feedback indicated that Target Safety is the product that best fits the needs of BSOFR.

Attachment E

Consequence to the department if this request is not approved:

- Increase in fuel charges for crews to come together for training in a classroom atmosphere.
- Increased wear and tear on the apparatus to attend training
- When the crew is taken out of service for training, response times could increase since other units must travel farther to respond to a call.
- Training would take longer to get completed due to travel time involved. Currently when training is conducted we can only take one or two units out of service at a time for training. Therefore, it takes us three months to get 80% of the department trained. If Target Safety were used 100% of the department can be trained in less than a month.
- Increased time spent by management to schedule training


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Click on any of the links above to view more information about our products and services. We have a lot to offer and we want to help you find the right solution for your department.

Evelyn Garfield
Product Support Specialist

Doing More with Less: How to Stretch Your Department's Training Dollars

It's no secret that fire departments everywhere are seeing their budgets reduced year after year. Faced with declining tax dollars and an increasing number of safety requirements, many departments must now do more with less. This ongoing situation has forced some to consider offering a portion of their training online. Though hands-on training will always be required, a good percentage of fire training—including safety procedures and content traditionally reserved for classroom instruction—can often be accomplished more efficiently using the Internet. Online training gives firefighters the ability to take the curriculum on their own schedule, saving fire departments the instructor, overtime, and fuel expenses commonly associated with classroom-style instruction.

Reducing Overtime Saves Taxpayer Dollars

Many departments pay their firefighters overtime to attend training sessions or make-up sessions they may have missed due to injury, illness or being out in the field. Unfortunately, emergency situations don't pause for training! The Internet, however, allows training to be easily integrated into the firefighter's schedule. Training can even be completed during downtime at the station when there are no emergencies, leaving less idle time for firefighters.

Delivering All Training In-house Can Be Inefficient

Staying on top of who has, and has not, received training can be time consuming. Fire departments need to re-train most or all of their staff on a regular basis to comply with local, state and national mandates. While an in-house instructor can deliver the training, this takes the instructor away from other responsibilities. In addition, it can be difficult to gather large groups of personnel at once to conduct a classroom session—often necessitating many make-up sessions. While in-house training may still be required for demonstrating certain skills and techniques, departments can save time and money by delivering and tracking the didactic portions of their curriculum online.

Minimizing Trips to Offsite Training Centers Decreases Costs

Many departments conduct training at off-site training centers. This means that fire trucks and engines are used for transporting firefighters to and from the center—not only taking the firefighters and equipment out of service but resulting in expensive fuel charges. Again, though some training must be done hands-on at the training center, a significant portion can be accomplished efficiently online, saving departments a substantial amount of money on fuel costs and engine maintenance.

Online Training Fits the Schedules of Working Firefighters

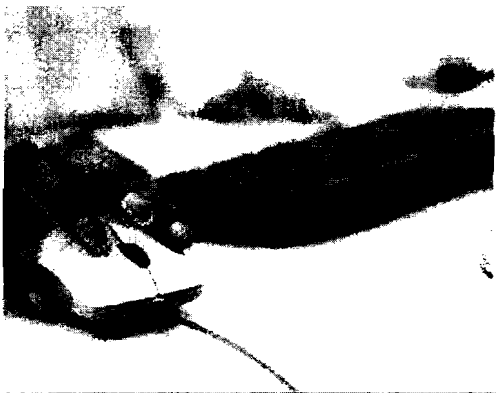
Many firefighters, especially in areas where the department is volunteer-based, work full-time jobs that make it difficult to fit in required training. Those who have families may find it especially hard to balance home life with the responsibilities of being a volunteer firefighter. However, online courses allow firefighters to complete the instruction when, and where, they have time—since all that is required is access to a computer and the Internet.

Online Training Supplements Onsite Training, Rather Than Replacing It

While hands-on training is necessary to teach firefighters certain skills as well as how to handle all kinds of emergency situations, online training can provide cash-strapped departments with an excellent alternative to instructor-led sessions. Not only can fire departments save money on fuel and overtime, they can also save their firefighters and Training Officers time by efficiently delivering and tracking training online.

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PreventionLink

Client Services Contact Information

E-Mail: support@targetsafety.com

Toll Free: 877.944.6372

Fax: 858.487.8762

SUPPORT

Course Catalog

Welcome to TargetSafety! This document lists all of the courses currently offered on the PreventionLink™ platform. We are continually adding new courses, so be sure to check the announcements on your library often for our latest course offerings.

Please don't hesitate to contact us with comments, suggestions, or requests for additions to the catalog!

Fire Industry	2
FMS Continuing Education	4
Water & Wastewater Continuing Education.....	5
Motor Vehicle Safety.....	6
Emergency Vehicle Operator.....	7
Employment Practices for Supervisors.....	8
California AB 1825 Sexual Harassment	8
California AB 1234 Board of Directors and Trustees	8
OSHA & Compliance	9
School Districts	10

Updated December 7, 2009

Fire Industry

NFPA 1500 Series

This series of courses is designed specifically for the fire industry and meets the NFPA 1500 code requirements. These courses were developed in conjunction with the NFPA and specific content experts at the NFPA participated in their creation.

Hazard Communication
 Advanced HAZWOPER Awareness (Modules 1-4)
 Hazmat Spill Prevention & Control
 Hazmat Transportation
 Compressed Gas Safety
 Materials Handling, Storage, Use & Disposal
 Confined-Space Entry
 Combustible & Flammable Liquids
 Personal Protective Equipment
 Respiratory Protection
 CPR Academic
 Driving Safety
 Bloodborne Pathogens Safety
 Laboratory Safety
 Welding Safety



NFPA 1001 Series / Firefighter I & II

PreventionLink™ has a complete library of Firefighter I & II awareness and refresher level courses based on NFPA codes and standards.

Firefighter Orientation and Safety	Water Supply
Fire Behavior	Fire Streams
Ground Ladders	Vehicle Extrication
Ventilation	Building Construction
Forcible Entry Into a Structure	Portable Extinguishers
Firefighter Personal Protective Equipment	Fire Control
Protection of Evidence of Fire Origin and Cause	Fire Hose
Fire Prevention and Public Education	Rescue and Extrication
Loss Control	Fire Detection, Alarm and Suppression Systems
Self-Contained Breathing Apparatus	Fire Department Communications

NFPA 1021 / Company Officer

PreventionLink™ is developing a complete line of company officer awareness and refresher level courses based on NFPA codes and standards. Look for more new courses in the months to come.

Assuming the Role of a Company Officer	Firefighter Safety and Health
Fire Investigation	Incident Response Safety
Fire Department Structure	Fire and Life Safety Inspections ← <i>NEW</i>
Legal Responsibilities and Liabilities	Incident Scene Communications

Fire Industry

General

Driver Intersection Safety
 Driver Operator
 Introduction to Wildland Fire Behavior
 Fire & EMS Grant Writing



S-190 Introduction to Wildland Fire

This 4 module, 8-hour course is based on the National Wildfire Coordinating Group training CD-ROM. It features extensive audio, video, and flash interactions throughout.

Module I: Basic Concepts of Wildland Fire

Module II: Topography and Fuels

Module III: Weather

Module IV: Wildland Fire Behavior

Emergency Response to Terrorism

This introductory guide for First Responders is essential for those who may be among the first to arrive at an incident of suspicious origin. It is intended to be a general introduction to the basic concepts for first responder awareness of a potential terrorist incident. This course consists of four training modules, each requiring approximately 45 minutes to complete.

Module I: Terrorism in Perspective

Module II: Incidents and Indicators

Module III: Self-Protection

Module IV: Scene Control, Notification and Coordination

First Responder Operations Level Refresher

This 8-hour course is designed to be a refresher for the Operations Level Responder to hazardous Materials incidents. The course consists of four training modules, each requiring approximately two hours to complete. The course fulfills the requirements of NFPA 472 and 29 CFR 1910.120(q).

Module I: Analyzing the Incident

Module II: Planning the Response

Module III: Implementing the Planned Response

Module IV: Incident Management Systems and Terrorism Awareness

EMS Continuing Education

PreventionLink™ offers a comprehensive catalog of online EMS continuing education courses that is accepted in most states. Our courses allow First Responders, EMT-Basics, EMT-Intermediates, and EMT-Paramedics to complete their continuing education requirements in an engaging and easy-to-use format. Please note that not all TargetSafety courses are approved in all regions. For a list of approved courses in your area, please visit www.targetsafety.com.

Preparatory

Health & Wellness
Diet & Nutrition
Back Injury Prevention
Workplace Stress
Infectious Disease Control
Medical, Ethical, and Legal Issues
HIPAA Awareness
Common Infectious Pathogens
Protecting Yourself from Influenza
HiV Awareness
HIV Awareness-Florida
Fire & EMS Grant Writing

Trauma

Bleeding and Shock Basic
Bleeding and Shock Advanced
Burn Management Basic
Burn Management Advanced
Musculoskeletal Injuries Basic
Musculoskeletal Injuries Advanced
Head and Face Emergencies Advanced
CNS Injuries Basic
CNS Injuries Advanced
Thoracic Emergencies Basic
Thoracic Emergencies Advanced
Traumatic Injuries to the Head and Brain Advanced
Abdominal Trauma Basic
Kinematics of Trauma
Endocrine System Emergencies Advanced

Patient Assessment

Patient Assessment Basic
Patient Assessment Advanced
Communication and Documentation

Operations

Driving Safety
Introduction to Hazardous Materials
Hazard Communication
Confined Space Entry
Emergency Response to Terrorism (Modules 1-4)
Managing Multiple Casualty Incidents (MCIs)

Medical

Respiratory Emergencies Basic
Respiratory Emergencies Advanced
Pharmacology Basic
Pharmacology Advanced
~~Cardiac Emergencies Basic~~
Cardiac Emergencies Advanced
Altered Mental Status Advanced
Poisoning and Overdose
Environmental Emergencies Basic
Environmental Emergencies Advanced
Behavioral Emergencies Basic
Behavioral Emergencies Advanced
Non-Traumatic Abdominal Injuries
Allergies and Anaphylaxis Basic
Allergies and Anaphylaxis Advanced
Operating an Automatic External Defibrillator (AED)
Toxicology & Substance Abuse Advanced

Special Considerations

Obstetrical Emergencies Basic
Obstetrical Emergencies Advanced
Neonatology Advanced
Pediatric Emergencies Basic
Pediatric Emergencies Advanced
Pediatric Shock
Geriatric Emergencies Basic
Geriatric Emergencies Advanced
Patients with Special Challenges

Airway

Respiratory System, A & P Review
Airway Management Basic
Airway Management Advanced