

Overview

Know Your Talents (KYT) is a premier people strategy management consulting partner. We work with business leaders to enhance company culture and optimize performance at every level.

KYT Solution(s) to Support El Mirage Police

With objectives to focus on company culture, talent attraction and retention, Know Your Talents will implement the following employee program(s) to bring value and develop the future workforce. Know Your Talents will engage with El Mirage Police» to support the sustainability and profitability of the organization. By deploying our recommended proven solutions, Know Your Talents will increase behavioral awareness, coach/develop leaders, and support hiring efforts for growth and succession planning, all with the goal of strategically aligning teams to the culture and direction of the company.

The Know Your Talents' Solution(s) includes:

Know Me

PDP Professional Certifications | 1 Certification(s)

This in person certification course establishes a solid foundation of PDP's people management system and prepares professionals to apply processes in-house which allows the company access to the PDPworks system ongoing year over year.

The company gains an internal expert(s) who will:

- Understand the metrics and meaning of behaviors
- Interpret and discuss ProScan reports and use the information to develop improvements and solutions
- Develop job model profiles, for any position in the organization, to use in interviewing and selecting the best candidate to "fit" positions
- Utilize for potential internal career pathing
- Gain skills in team planning, defining roles and responsibilities, learning what to expect from team members and enhancing communication

PDP Professional Certification also includes for Certified Professional:

- 1 full year access to the online eLearning Certification course to reference as a refresher
- 1 full year access to the online STRENGTHS eLearning and MANAGE courses
- Implementation planning/support meetings with the Know Your Talents team

PDP Platinum Account

- 50 Surveys Annually
- Full access to the PDP system
- Unlimited Job Modeling and Team Reporting
- Unlimited Report Upgrades for all available PDP reports

Team Impact Workshop

An engaging in person workshop designed to build connections on a deeper level. This workshop lays the foundation for stronger collaboration, inspiring a positive culture shift built on trust, enhancing problem solving through open dialogue, resulting in higher employee engagement, desired business outcomes and operational excellence.

This workshop includes:

- Activities for group engagement
- Full 19-page ProScan Personal Dynamic report for each participant. Report consists of:
 - Basic Natural Self – defines individuals naturally without outside influences
 - Priority Environment – displays adaptations to natural behaviors based on things that are happening in the environment
 - Predictor Outward Self – indicates how individuals see themselves coming across to others, the initial behavior observed upon first contact
 - Motivation review – identifies specific words for each specific individual to support a discussion in identifying the elements needed to support the creation a positive environment
- Comprehensive TeamScan and data of group
 - The TeamScan is designed with the intent to understand team dynamics & culture. This invaluable information improves relationships and solidifies bonds by building upon the strengths of individuals and providing the necessary components to promote key areas which include, but is not limited to, effective communication, conflict resolution and change management.
 - Post-workshop meeting to discuss Summary of Findings and recommendations from a Know Your Talents behavioral expert

Benefits to El Mirage Police

- Drives employee engagement, improved culture, improved retention, and morale
- Maintains consistency in messaging and training for employees
- Builds relationships and provides tools to resolve conflict effectively
- Offers low cost per employee
- Continues purposeful education and “Living it” - becomes part of the company’s learning culture.

Investment from Client

Investment Includes:

- Reciprocal approach allowing for continuous calibration
- Timely discussion and agreement on implementation of deliverable(s)
- Engaging and ongoing mutual support ultimately driving meaningful business outcomes

Total Price \$10,760.00

Terms and Conditions

All invoices are due upon receipt. There may be additional requests of unforeseen expenses during the contract period, however, all will be preapproved by Executives of El Mirage Police prior to incurring expense.

Both parties will adhere to the PDP Platinum License agreement Terms and Conditions (attachment).

Once workshops and/or facilitations are scheduled, you may delay, postpone, or reschedule the facilitation if Know Your Talents is notified within 7-business days prior to the scheduled date. If Know Your Talents is notified less than 7-business days prior to the scheduled date, then a charge of 50% of the workshop cost will be incurred. Should on site

consultation/workshop delivery be required at your location, receipts for travel expenses will be provided for expense reimbursement (all travel arrangements will be preapproved).

The signatures below indicate acceptance of the details, terms and conditions in this proposal and provide approval to begin work when specified. **The proposal is valid for a 30-day time frame.**

For El Mirage Police
Chief Paul Marzocca: _____ Date: _____

For Know Your Talents
Kristy Bach, President: _____ Date: _____

Billing Information

Billing Address					
City		State		Zip	
Name for Invoice			Email Address for Invoice		

Terms & Conditions

DEFINITIONS.

- 1.1 **YOU, YOUR, and CLIENT** refer to the Client identified on the Client License Agreement to which this Terms and Conditions of License is attached, and which are referred to as the "License Agreement".
- 1.2 **WE, US, OUR, and PDP®** refer to Professional DynaMetric Programs®.
- 1.3 **SYSTEM** means the programs, computer codes, routines, subroutines, documentation, system descriptions, training manuals, user manuals, methodologies, concepts, formulas, indices edits, tables, comparative and other data, data books, forms, screens, reports, proposals and other written material and proprietary know-how ("Know-how") constituting or delivered in connection with our proprietary software product or products listed elsewhere in this License Agreement along with any subsequent solutions, modifications, refinements, enhancements, additions and releases relating to Know-how and any other proprietary Know-how delivered or disclosed to you by us.

2. RESTRICTIONS.

- 2.1 **License.** We hereby grant to you a non-exclusive and nontransferable license for use of the System. Use of the System for the benefit of any organization other than your organization is expressly prohibited. User access is limited strictly to Client employees only. Any non-Client user access shall result in termination of license.
- 2.2 **Ownership of the System.** You agree that the System is our sole property, is protected under U.S. Copyright laws, and that you do not acquire title to any of the System by entering into this License Agreement. You further agree that you will not, directly or by assisting another party, (1) copy or duplicate the System; (2) modify, alter, adapt, merge, or create derivative works of the System; (3) attempt to determine or obtain the source code to the System; or (4) remove proprietary notices on the System.
- 2.3 **Nondisclosure of proprietary information.** You may be given access to information that PDP either identifies, or that would reasonably be considered, as confidential. You agree to take reasonable precautions at all times, even after this Agreement is terminated, to protect such information from being disclosed, copied, transferred or otherwise used except as specifically permitted by PDP, and to return such information, in any form, to PDP on demand. This shall not apply to information that (1) is in the public domain, or (2) has been independently developed or obtained through legal means.

3. RESPONSIBILITIES.

- 3.1 You agree to designate one individual who will be charged with the responsibility of coordinating, on an operational basis, our performance. This individual shall have the authority to coordinate our relationship in connection with implementation activities.
- 3.2 You will not teach the system unless authorized and certified and licensed through a different agreement by PDP®.
- 3.3 You will take all adequate steps to ensure that no System passwords or other authorization codes will be used, by you or a third party, to gain unauthorized access to the host servers, commit acts of data destruction, denial of service attacks, sabotage, dissemination of a virus or other sabotage, or gain unauthorized access to any other data or systems maintained on the host servers. You further agree that PDP may remotely monitor your use of the System through our Web site to ensure compliance with this provision and may immediately disable your connection to the site if any unauthorized use is detected.

4. WARRANTIES; LIMITATION OF LIABILITY; DEFAULT AND TERMINATION.

- 4.1 **Validation.** The PDP® system is validated as an accurate instrument but is not validated for every specific job in every specific setting or circumstance and is not designed to evaluate or identify psychological abnormalities. PDP® does not warrant the performance of any employee or subcontractor of client hired or retained based on a PDP® analysis and bears no liability for damages sustained by You or others from acts or omissions of such employee or subcontractor.
- 4.2 **Limitations of Liability and Remedy.** EXCEPT AS STATED IN THIS ARTICLE 4, PDP MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE SYSTEM, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SYSTEM IS PROVIDED "AS IS." PDP will correct defects in the System if written detailed notification is submitted through the Get Support feature, except for defects that result from your negligence or fault or your failure to follow specifications and instructions. If a third party claims that the System infringes their intellectual property rights, PDP may, in its sole discretion: (1) procure Your right to use the System; or (2) replace the System with a comparable or modified non-infringing product. PDP is not liable for any lost reimbursements, data or other special or consequential damages, computer failure, or for any indirect, exemplary or punitive damages. Except for infringement indemnification, PDP's sole and entire liability to you for any cause whatsoever, and your remedy, whether in contract or in tort, shall be limited to reimbursement of the license fees and other charges paid by you hereunder during the twelve-month period immediately preceding the accrual of the alleged damages.
- 4.3 **Your Conduct.** You will indemnify, defend and hold us harmless against losses arising out of claims for physical injury to persons or physical damage to property resulting from your conduct or resulting from your use of reports or data furnished by us under this License Agreement. We are not responsible for your actions in following or not following any advice or recommendations we may give you under this License Agreement.
- 4.4 **Authority to Bind: Electronic Signatures.** You warrant that you have the authority to act on behalf of client and that you are authorized to bind each such organization to these terms. This License Agreement becomes valid and binding upon our execution of an electronic copy executed by You.
- 4.5 **Event of Default.** You will be in default if: (1) you fail to pay any amount when due; (2) you fail to comply with any provision of this License Agreement for a period of ten days following our notice to you concerning your failure to comply; or (3) you file or have filed against you any bankruptcy, insolvency, reorganization or similar proceeding which is not dismissed within thirty days of said filing.
- 4.6 **Termination and Remedies on Default.** If you are in default, PDP® may, in addition to any other available remedies, (1) declare all unpaid amounts immediately payable upon notice; (2) terminate the License Agreement; or (3) render the System unusable.

5. GENERAL PROVISIONS.

- 5.1 **Entire Agreement.** This License Agreement together with any other letter or support agreement entered into concurrently herewith contains the entire agreement and supersedes all prior proposals, discussions, and writings by and between the parties. Future renewals and additional products and services arranged on or after the date of this License Agreement shall be subject to all of the terms and conditions of this License Agreement unless otherwise agreed in writing by us at such time.
- 5.2 **Key Employees.** For the duration of this License Agreement and for six months following termination, neither party will employ or solicit for hire any employees of the other party who perform or receive services under this License Agreement without prior written agreement of the other party.
- 5.3 **Assignment.** You shall not assign any of your rights hereunder except to a successor by merger or any purchaser of all or substantially all of your assets which agrees to execute a counterpart of this License Agreement agreeing to be fully bound by its terms.
- 5.4 **Invalidity.** If a court or other tribunal of competent jurisdiction should hold any provision(s) of this Agreement invalid or unenforceable, it will not affect the remainder of this Agreement, and the affected provision(s) shall be deemed amended as needed so that it can be interpreted and enforced to the full extent possible to carry out the intent of the Parties.
- 5.5 **Governing Law.** This License Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and you agree that venue for any legal action arising out of this Agreement shall be exclusively situated in the state and federal courts located in Denver, Colorado. You irrevocably submit, and waive all objections, to the exercise of personal jurisdiction over you by such courts.
- 5.6 **Force Majeure.** Notwithstanding any provision of this License Agreement to the contrary, neither of us shall have any liability to the other for a failure of performance resulting from any cause beyond our control.
- 5.7 **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered to the addresses set forth on the License Agreement, or at such other address as may hereafter be furnished in writing by either party to the other.
- 5.8 **Taxes.** Any sales, use or other taxes (excluding taxes based upon income) imposed by any jurisdiction arising out of or related to the possession, ownership or use of all or any part of the System or any services provided hereunder will be paid by you.

Agreed and Accepted

Client _____ PDP Rep _____
Date _____ Date _____