

1 A G R E E M E N T

2 **31225**

3 THIS AGREEMENT is made and entered, in duplicate, as of May 6, 2009
4 for reference purposes only, pursuant to a minute order adopted by the City Council of
5 the City of Long Beach at its meeting held on March 3, 2009, by and between
6 GEOGRAPHIC SOLUTIONS INC., with a place of business at 1001 Omaha Circle, Palm
7 Harbor, Florida 34683 ("Consultant"), and the CITY OF LONG BEACH,
8 ADMINISTERING ENTITY FOR THE PACIFIC GATEWAY WORKFORCE INVESTMENT
9 NETWORK, located at 3447 Atlantic Avenue, Long Beach, California 90807 ("City").

10 WHEREAS, City requires specialized services requiring unique skills to be
11 performed in connection with an integrated data collection, customer tracking and job
12 matching system ("Project"); and

13 WHEREAS, City has selected Consultant in accordance with City's
14 administrative procedures and City has determined that Consultant and its employees
15 are qualified, licensed, if so required, and experienced in performing these specialized
16 services; and

17 WHEREAS, City desires to have Consultant perform these specialized
18 services, and Consultant is willing and able to do so on the terms and conditions in this
19 Agreement;

20 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
21 conditions in this Agreement, the parties agree as follows:

22 1. SCOPE OF WORK OR SERVICES:

23 1.1 Consultant shall furnish specialized services more particularly
24 described in Exhibit "A", attached to this Agreement and incorporated by this reference, in
25 accordance with the standards of the profession, and City shall pay for these services in
26 the manner described below, One Hundred Three Thousand and Thirty-Four Dollars
27 (\$103,034.00), at the rates or charges described in Exhibit "A".

28 1.2 Consultant may select the time and place of performance for

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 these services; provided, however, that access to City documents, records, and the like,
2 if needed by Consultant, shall be available only during City's normal business hours and
3 provided that milestones for performance, if any, are met.

4 1.3 Consultant has requested to receive regular payments. City
5 shall pay Consultant in due course of payments following from Consultant and approval
6 by City of invoices showing the services or task performed, the time expended (if billing is
7 hourly), and the name of the Project. Consultant shall certify on the invoices that
8 Consultant has performed the services in full conformance with this Agreement and is
9 entitled to receive payment. Each invoice shall be accompanied by a progress report
10 indicating the progress to date of services performed and covered by said invoice,
11 including a brief statement of any Project problems and potential causes of delay in
12 performance, and listing those services that are projected for performance by Consultant
13 during the next invoice cycle. Where billing is done and payment is made on an hourly
14 basis, the parties acknowledge that such arrangement is either customary practice for
15 Consultant's profession, industry, or business, or is necessary to satisfy audit and legal
16 requirements which may arise due to the fact that City is a municipality.

17 1.4 Consultant represents that Consultant has obtained all
18 necessary information on conditions and circumstances that may affect its performance
19 hereunder and has conducted site visits, if necessary.

20 1.5 Caution: Consultant shall not begin work until this Agreement
21 has been signed by both parties and until Consultant's evidence of insurance has been
22 delivered to and approved by City.

23 2. TERM: The term of this Agreement shall commence on January 1,
24 2009, and shall terminate on December 31, 2009, unless sooner terminated as provided
25 in this Agreement, or unless the services or the Project is completed sooner.

26 3. COORDINATION AND ORGANIZATION.

27 3.1 Consultant shall coordinate its performance with Bryan
28 Rogers, City's representative. Consultant shall advise and inform City's

1 representative of the work in progress on the Project in sufficient detail so as to
2 assist City's representative in making presentations and in holding meetings on
3 the Project.

4 4. INDEPENDENT CONTRACTOR. In performing its services,
5 Consultant is and shall act as an independent contractor and not an employee,
6 representative or agent of City. Consultant shall have control of Consultant's work and
7 the manner in which it is performed. Consultant shall be free to contract for similar
8 services to be performed for others during this Agreement; provided, however, that
9 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
10 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from
11 Consultant's compensation; (b) City will not secure workers' compensation or pay
12 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide
13 and Consultant is not entitled to any of the usual and customary rights, benefits or
14 privileges of City employees. Consultant expressly warrants that neither Consultant nor
15 any of Consultant's employees or agents shall represent themselves to be employees or
16 agents of City.

17 5. INSURANCE.

18 5.1 As a condition precedent to the effectiveness of this
19 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
20 duration of this Agreement, from insurance companies that are admitted to write
21 insurance in California and have ratings of or equivalent to A:V by A.M. Best
22 Company or from authorized non-admitted insurance companies subject to
23 Section 1763 of the California Insurance Code and that have ratings of or
24 equivalent to A:VIII by A.M. Best Company, the following insurance:

25 (a) Commercial general liability insurance (equivalent in scope to
26 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
27 One Million Dollars (\$1,000,000.00) per each occurrence and Two Million
28 Dollars (\$2,000,000.00) general aggregate. This coverage shall include

1 but not be limited to broad form contractual liability, cross liability,
2 independent contractors liability, and products and completed operations
3 liability. City, its boards and commissions, and their officials, employees
4 and agents shall be named as additional insureds by endorsement (on
5 City's endorsement form or on an endorsement equivalent in scope to ISO
6 form CG 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain
7 no special limitations on the scope of protection given to City, its boards
8 and commissions, and their officials, employees and agents. This policy
9 shall be endorsed to state that the insurer waives its right of subrogation
10 against City, its boards and commissions, and their officials, employees
11 and agents.

12 (b) Workers' Compensation insurance as required by the California
13 Labor Code and employer's liability insurance in an amount not less than
14 One Million Dollars (\$1,000,000.00). This policy shall be endorsed to
15 state that the insurer waives its right of subrogation against City, its boards
16 and commissions, and their officials, employees and agents.

17 (c) Professional liability or errors and omissions insurance in an
18 amount not less than One Million Dollars (\$1,000,000.00) per claim.

19 (d) Commercial automobile liability insurance (equivalent in scope
20 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
21 amount not less than Five Hundred Thousand Dollars (\$500,000.00)
22 combined single limit per accident.

23 5.2 Any self-insurance program, self-insured retention, or
24 deductible must be separately approved in writing by City's Risk Manager or
25 designee and shall protect City, its officials, employees and agents in the same
26 manner and to the same extent as they would have been protected had the policy
27 or policies not contained retention or deductible provisions.

28 5.3 Each insurance policy shall be endorsed to state that

1 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
2 days prior written notice to City, shall be primary and not contributing to any other
3 insurance or self-insurance maintained by City, and shall be endorsed to state that
4 coverage maintained by City shall be excess to and shall not contribute to
5 insurance or self-insurance maintained by Consultant. Consultant shall notify City
6 in writing within five (5) days after any insurance has been voided by the insurer or
7 cancelled by the insured.

8 5.4 If this coverage is written on a "claims made" basis, it must
9 provide for an extended reporting period of not less than one hundred eighty (180)
10 days, commencing on the date this Agreement expires or is terminated, unless
11 Consultant guarantees that Consultant will provide to City evidence of
12 uninterrupted, continuing coverage for a period of not less than three (3) years,
13 commencing on the date this Agreement expires or is terminated.

14 5.5 Consultant shall require that all subconsultants or contractors
15 that Consultant uses in the performance of these services maintain insurance in
16 compliance with this Section unless otherwise agreed in writing by City's Risk
17 Manager or designee.

18 5.6 Prior to the start of performance, Consultant shall deliver to
19 City certificates of insurance and the endorsements for approval as to sufficiency
20 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of
21 the insurance, furnish to City certificates of insurance and endorsements
22 evidencing renewal of the insurance. City reserves the right to require complete
23 certified copies of all policies of Consultant and Consultant's subconsultants and
24 contractors, at any time. Consultant shall make available to City's Risk Manager
25 or designee all books, records and other information relating to this insurance,
26 during normal business hours.

27 5.7 Any modification or waiver of these insurance requirements
28 shall only be made with the approval of City's Risk Manager or designee. Not

1 more frequently than once a year, City's Risk Manager or designee may require
2 that Consultant, Consultant's subconsultants and contractors change the amount,
3 scope or types of coverages required in this Section if, in his or her sole opinion,
4 the amount, scope or types of coverages are not adequate.

5 5.8 The procuring or existence of insurance shall not be
6 construed or deemed as a limitation on liability relating to Consultant's
7 performance or as full performance of or compliance with the indemnification
8 provisions of this Agreement.

9 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
10 contemplates the personal services of Consultant and Consultant's employees, and the
11 parties acknowledge that a substantial inducement to City for entering this Agreement
12 was and is the professional reputation and competence of Consultant and Consultant's
13 employees. Consultant shall not assign its rights or delegate its duties under this
14 Agreement, or any interest in this Agreement, or any portion of it, without the prior
15 approval of City, except that Consultant may with the prior approval of the City Manager
16 of City, assign any moneys due or to become due Consultant under this Agreement. Any
17 attempted assignment or delegation shall be void, and any assignee or delegate shall
18 acquire no right or interest by reason of an attempted assignment or delegation.
19 Furthermore, Consultant shall not subcontract any portion of its performance without the
20 prior approval of the City Manager or designee, or substitute an approved subconsultant
21 or contractor without approval prior to the substitution. Nothing stated in this Section
22 shall prevent Consultant from employing as many employees as Consultant deems
23 necessary for performance of this Agreement.

24 7. CONFLICT OF INTEREST. Consultant, by executing this
25 Agreement, certifies that, at the time Consultant executes this Agreement and for its
26 duration, Consultant does not and will not perform services for any other client which
27 would create a conflict, whether monetary or otherwise, as between the interests of City
28 and the interests of that other client. And, Consultant shall obtain similar certifications

1 from Consultant's employees, subconsultants and contractors.

2 8. MATERIALS. Consultant shall furnish all labor and supervision,
3 supplies, materials, tools, machinery, equipment, appliances, transportation and services
4 necessary to or used in the performance of Consultant's obligations under this
5 Agreement.

6 9. OWNERSHIP OF DATA. All data entered by City staff, or users of
7 the software outlined in Attachment A shall be the exclusive property of City. This data
8 shall be given to City, and City shall have the unrestricted right to use and disclose the
9 Data in any manner and for any purpose without payment of further compensation to
10 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
11 Data shall not be made available to any person or entity for use without the prior approval
12 of City. This warranty shall survive termination of this Agreement for five (5) years.
13 Consultant shall have sole and exclusive ownership of all right, title, and interest in all
14 data displayed in the software outlined in Attachment A that is not entered by City staff, or
15 users of the software.

16 10. TERMINATION. Either party shall have the right to terminate this
17 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
18 prior notice to the other party. In the event of termination under this Section, City shall
19 pay Consultant for services satisfactorily performed and costs incurred up to the effective
20 date of termination for which Consultant has not been previously paid. The procedures
21 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
22 termination, Consultant shall deliver to City all Data developed or accumulated in the
23 performance of this Agreement, whether in draft or final form, or in process. And,
24 Consultant acknowledges and agrees that City's obligation to make final payment is
25 conditioned on Consultant's delivery of the Data to City.

26 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
27 shall not disclose the Data or use the Data directly or indirectly, other than in the course
28 of performing its services, during the term of this Agreement and for five (5) years

1 following expiration or termination of this Agreement. In addition, Consultant shall keep
2 confidential all information, whether written, oral or visual, obtained by any means
3 whatsoever in the course of performing its services for the same period of time.
4 Consultant shall not disclose any or all of the Data to any third party, or use it for
5 Consultant's own benefit or the benefit of others except for the purpose of this
6 Agreement.

7 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
8 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
9 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
10 without breach of this Agreement by Consultant; or (c) a third party who has a right to
11 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
12 disclosed pursuant to subpoena or court order.

13 13. ADDITIONAL COSTS AND REDESIGN.

14 13.1 Any costs incurred by City due to Consultant's failure to meet
15 the standards required by the scope of work or Consultant's failure to perform fully
16 the tasks described in the scope of work which, in either case, causes City to
17 request that Consultant perform again all or part of the Scope of Work shall be at
18 the sole cost of Consultant and City shall not pay any additional compensation to
19 Consultant for its re-performance.

20 13.2 If the Project involves construction and the scope of work
21 requires Consultant to prepare plans and specifications with an estimate of the
22 cost of construction, then Consultant may be required to modify the plans and
23 specifications, any construction documents relating to the plans and specifications,
24 and Consultant's estimate, at no cost to City, when the lowest bid for construction
25 received by City exceeds by more than ten percent (10%) Consultant's estimate.
26 This modification shall be submitted in a timely fashion to allow City to receive new
27 bids within four (4) months after the date on which the original plans and
28 specifications were submitted by Consultant.

1 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
2 amended, nor any provision or breach waived, except in writing signed by the parties
3 which expressly refers to this Agreement.

4 15. LAW. This Agreement shall be governed by and construed pursuant
5 to the laws of the State of California (except those provisions of California law pertaining
6 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
7 regulations of and obtain all permits, licenses and certificates required by all federal, state
8 and local governmental authorities.

9 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
10 constitutes the entire understanding between the parties and supersedes all other
11 agreements, oral or written, with respect to the subject matter in this Agreement.

12 17. INDEMNITY. Consultant shall, with respect to services performed in
13 connection with this Agreement, indemnify and hold harmless City, its Boards,
14 Commissions, and their officials, employees and agents (collectively in this Section,
15 "City") from and against any and all liability, claims, allegations, demands, damage, loss,
16 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,
17 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")
18 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of
19 Consultant, its officers, employees, agents, sub-consultants or anyone under
20 Consultant's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor,
21 misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of
22 Indemnitor relating in any way to workers' compensation. Independent of the duty to
23 indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend
24 City and shall continue this defense until the Claim is resolved, whether by settlement,
25 judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on
26 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall
27 notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any
28 Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant at

1 Consultant's sole expense, as may be reasonably requested, in the defense.

2 18. AMBIGUITY. In the event of any conflict or ambiguity between this
3 Agreement and any Exhibit, the provisions of this Agreement shall govern.

4 19. COSTS. If there is any legal proceeding between the parties to
5 enforce or interpret this Agreement or to protect or establish any rights or remedies under
6 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

7 20. NONDISCRIMINATION.

8 20.1 In connection with performance of this Agreement and subject
9 to applicable rules and regulations, Consultant shall not discriminate against any
10 employee or applicant for employment because of race, religion, national origin,
11 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
12 disability. Consultant shall ensure that applicants are employed, and that
13 employees are treated during their employment, without regard to these bases.
14 These actions shall include, but not be limited to, the following: employment,
15 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
16 termination; rates of pay or other forms of compensation; and selection for training,
17 including apprenticeship.

18 20.2 It is the policy of City to encourage the participation of
19 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
20 procurement process, and Consultant agrees to use its best efforts to carry out
21 this policy in its use of subconsultants and contractors to the fullest extent
22 consistent with the efficient performance of this Agreement. Consultant may rely
23 on written representations by subconsultants and contractors regarding their
24 status. Consultant shall report to City in May and in December or, in the case of
25 short-term agreements, prior to invoicing for final payment, the names of all
26 subconsultants and contractors hired by Consultant for this Project and information
27 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
28 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.

1 637).

2 21. NOTICES. Any notice or approval required by this Agreement shall
3 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
4 postage prepaid, addressed to Consultant at the address first stated above, and to City at
5 3447 Atlantic Avenue, Long Beach, California 90807, Attn: Bryan Rogers. Notice of
6 change of address shall be given in the same manner as stated for other notices. Notice
7 shall be deemed given on the date deposited in the mail or on the date personal delivery
8 is made, whichever occurs first.

9 22. COPYRIGHTS AND PATENT RIGHTS. Consultant shall have sole
10 and exclusive ownership of all right, title, and interest in the service listed in Attachment A
11 of this Agreement. This includes ownership of all copyrights and other intellectual
12 property rights pertaining thereto.

13 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
14 that Consultant has not employed or retained any entity or person to solicit or obtain this
15 Agreement and that Consultant has not paid or agreed to pay any entity or person any
16 fee, commission or other monies based on or from the award of this Agreement. If
17 Consultant breaches this warranty, City shall have the right to terminate this Agreement
18 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
19 from payments due under this Agreement or otherwise recover the full amount of the fee,
20 commission or other monies.

21 24. WAIVER. The acceptance of any services or the payment of any
22 money by City shall not operate as a waiver of any provision of this Agreement or of any
23 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
24 Agreement shall not constitute a waiver of any other or subsequent breach of this
25 Agreement.

26 25. CONTINUATION. Termination or expiration of this Agreement shall
27 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
28 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

1 26. TAX REPORTING. As required by federal and state law, City is
2 obligated to and will report the payment of compensation to Consultant on Form 1099-
3 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
4 resulting from payments under this Agreement. Consultant's Employer Identification
5 Number is [REDACTED] If Consultant has a Social Security Number rather than an
6 Employer Identification Number, then Consultant shall submit that Social Security
7 Number in writing to City's Accounts Payable, Department of Financial Management.
8 Consultant acknowledges and agrees that City has no obligation to pay Consultant until
9 Consultant provides one of these numbers.

10 27. ADVERTISING. Consultant shall not use the name of City, its
11 officials or employees in any advertising or solicitation for business or as a reference,
12 without the prior approval of the City Manager or designee.

13 28. AUDIT. City shall have the right at all reasonable times during the
14 term of this Agreement and for a period of five (5) years after termination or expiration of
15 this Agreement to examine, audit, inspect, review, extract information from and copy all
16 books, records, accounts and other documents of Consultant relating to this Agreement.

17 29. THIRD PARTY BENEFICIARY. This Agreement is not intended or
18 designed to or entered for the purpose of creating any benefit or right for any person or
19 entity of any kind that is not a party to this Agreement.

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1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

3 GEOGRAPHIC SOLUTIONS, INC.

4 June 8th, 2009

By [Signature]

Paul Toomey
Type or Print Name

6 June 30, 2009

By [Signature]

Deane Toler
Type or Print Name

9 "Consultant"

10 CITY OF LONG BEACH,
11 ADMINISTERING ENTITY FOR THE
12 PACIFIC GATEWAY WORKFORCE
13 INVESTMENT NETWORK

14 July 13, 2009

By [Signature]

Assistant City Manager
City Manager

16 "City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

17 This Agreement is approved as to form on June 29, 2009.

19 ROBERT E. SHANNON, City Attorney

By [Signature]

Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

Geographic Solutions
Virtual One Stop Subscription Agreement

TERMS AND CONDITIONS

This Agreement is made between the City of Long Beach, administering entity for the Pacific Gateway Workforce Investment Network of 3447 Atlantic Avenue, Long Beach, California 90807, referred to as SUBSCRIBER, and Geographic Solutions, Inc. of 1001 Omaha Circle, Palm Harbor, Florida 34683, referred to as GEOGRAPHIC SOLUTIONS.

The SUBSCRIBER and GEOGRAPHIC SOLUTIONS, intending to be legally bound, hereby covenant and agree as follows:

1. DEFINITIONS.

In addition to terms elsewhere defined in this Agreement, the following terms shall have the meanings set forth in this Section 1 for purposes of this Agreement:

1.1 ACCEPTANCE. A PROGRAM module will be deemed to be ACCEPTED by SUBSCRIBER when;

a) An authorized representative of the SUBSCRIBER signs a GEOGRAPHIC SOLUTIONS acceptance certificate indicating in writing that the PROGRAM module has been accepted or;

b) The PROGRAM module has been installed and has been operating on the HOST SERVER without a reported and reproducible ERROR for a period of 15 calendar days or;

c) Within 15 calendar days of receiving an acceptance certificate LICENSEE does not return the certificate to GEOGRAPHIC SOLUTIONS, indicating rejection of the PROGRAM module and a valid reason for the rejection.

1.2 WORKFORCE INFORMATION DATABASE is a centralized database developed to support states' efforts to develop and maintain a comprehensive labor market and occupational information system.

1.3 DOCUMENTATION means user manuals and other written materials that relate to PROGRAM. DOCUMENTATION shall include any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS or BASIC ENHANCEMENTS thereto created by GEOGRAPHIC SOLUTIONS from time to time, and shall include MAJOR ENHANCEMENTS thereto when added to the DOCUMENTATION in connection with services contracted by SUBSCRIBER under separate agreement with GEOGRAPHIC SOLUTIONS.

1.4 ENHANCEMENTS shall mean changes or additions, other than MAINTENANCE MODIFICATIONS, to CORE CODE and related DOCUMENTATION, including all new releases, that improve functions, add new functions, or significantly improve performance by changes in system design or coding.

1.4.1 BASIC ENHANCEMENTS mean any ENHANCEMENTS that are not MAJOR ENHANCEMENTS.

1.4.2 MAJOR ENHANCEMENTS means changes or additions to PROGRAM and related DOCUMENTATION that (1) have a value and utility separate from the use

of the PROGRAM and DOCUMENTATION; (2) as a practical matter, may be priced and offered separately from the PROGRAM and DOCUMENTATION; and (3) are not made available to any of GEOGRAPHIC SOLUTIONS' customers without separate charge.

1.5 ERROR is a statement or omission in the PROGRAM that causes or results in an incorrect function and that results in a failure to comply in any material respect with the applicable specifications.

1.6 ERROR CORRECTION is either a modification or addition other than ENHANCEMENTS or MAINTENANCE MODIFICATIONS that, when made or added to the PROGRAM, brings the PROGRAM into material conformity with its specifications, or a procedure or routine that, when observed in the regular operation of the PROGRAM, avoids the practical adverse effect of such nonconformity.

1.7 HOST SERVER is a specific server located at the offices of GEOGRAPHIC SOLUTIONS. This GEOGRAPHIC SOLUTIONS server will be available to the public and staff of SUBSCRIBER via the Internet.

1.8 MAINTENANCE MODIFICATIONS are any modifications or revisions, other than MAJOR ENHANCEMENTS, to the PROGRAM or DOCUMENTATION that correct ERRORS, support new releases of the operating systems with which the PROGRAM is designed to operate, support new input/output (I/O) devices, or provide other incidental updates and corrections.

1.9 PROGRAM is the computer software composed of the GEOGRAPHIC SOLUTIONS Virtual OneStop Program Modules listed in ATTACHMENT 1 attached hereto collectively referred to as the PROGRAM including any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS and ENHANCEMENTS thereto and updates thereof furnished by GEOGRAPHIC SOLUTIONS.

1.10 QUALIFIED PRIMARY CONTACT shall have the meaning set forth in Section 14.2.

1.11 REGULAR BUSINESS HOURS are between 8.00 a.m. and 5.00 p.m. Eastern Time, Monday through Friday, excluding regularly scheduled holidays.

1.12 RELEASE is a new version of the PROGRAM, which may include MAINTENANCE MODIFICATIONS and/or ERROR CORRECTIONS and/or ENHANCEMENTS.

1.13 SERVICE AREA is the limited region in which the PROGRAM will be used to provide one-stop services to the residents of that specific area. Certain labor market and employer data will only be available for the SERVICE AREA. Individuals from outside the SERVICE AREA will be able to access services for the purposes of career and job search in the SERVICE AREA. The PROGRAM will only service employers that are located within the SERVICE AREA.

1.14 STANDARD REPORTING PROCEDURE is the reporting of ERRORS by the QUALIFIED PRIMARY CONTACT, to GEOGRAPHIC SOLUTIONS via fax at 727-786-5871 or E-mail to techspt@geosolinc.com.

1.15 SUBSCRIBER is the entity so identified above and any wholly owned subsidiary

thereof that shall be established for the principal purpose of subscribing to the PROGRAM.

1.16 SUBSCRIPTION FEES. As consideration for the SUBSCRIPTION granted herein, SUBSCRIBER agrees to pay the fees for the PROGRAM as set forth in ATTACHMENT 1.

2. EFFECTIVE DATE.

Upon execution by SUBSCRIBER and GEOGRAPHIC SOLUTIONS this Agreement shall become effective 12:01 A.M., January 1, 2009.

3. TERM OF AGREEMENT.

The Agreement shall continue for an initial period of twelve (12) months from its Effective Date, and shall automatically renew thereafter for subsequent terms of one (1) year until either party gives the other party at least thirty (30) days written notice of termination in advance of the end of the then-current term pursuant to the provisions contained herein concerning written notice.

4. TERMINATION.

SUBSCRIBER may terminate this Subscription Agreement at any time by notifying GEOGRAPHIC SOLUTIONS pursuant to the provisions contained herein concerning written notice and by payment in full of all SUBSCRIPTION FEES set forth in ATTACHMENT 1. Should SUBSCRIBER fail to pay any fees or charges due hereunder, GEOGRAPHIC SOLUTIONS may, at its option, in addition to other available remedies, terminate this Agreement or suspend services, provided that it first gives SUBSCRIBER fifteen (15) days prior written notice in order to permit SUBSCRIBER to cure the default. Should SUBSCRIBER fail to carry out any other obligation under this Agreement or any other agreement with GEOGRAPHIC SOLUTIONS, GEOGRAPHIC SOLUTIONS may, at its option, in addition to other available remedies, terminate this Agreement or suspend services, provided that it first gives SUBSCRIBER thirty (30) day's prior written notice in order to permit SUBSCRIBER to cure the default.

5. SUBSCRIPTION GRANT.

In consideration of the payment of the SUBSCRIPTION FEES set forth herein, GEOGRAPHIC SOLUTIONS grants to SUBSCRIBER a nonexclusive, nontransferable and nonassignable SUBSCRIPTION to the package of computer and related materials identified in ATTACHMENT 1, which together constitute the PROGRAM, for the Service Area defined in Section 7, subject to the following terms and conditions.

The PROGRAM is solely owned by GEOGRAPHIC SOLUTIONS and is copyrighted. GEOGRAPHIC SOLUTIONS does not sell or transfer title to the PROGRAM to SUBSCRIBER. The SUBSCRIPTION to the PROGRAM will not commence until an authorized representative of SUBSCRIBER and of GEOGRAPHIC SOLUTIONS has executed this Agreement.

6. SCOPE OF RIGHTS.

SUBSCRIBER may:

1. Use and execute the PROGRAM for purposes of serving the needs of its business.
2. In support of SUBSCRIBERS authorized use of the PROGRAM, access and display the PROGRAM on any computer including those accessing the PROGRAM via an internet or intranet computer.

SUBSCRIBER shall not assign, sublicense, transfer, pledge, lease or rent, its rights under this Subscription Agreement. SUBSCRIBER agrees that it will not attempt to reverse assemble, reverse compile, or otherwise translate the Software. SUBSCRIBER agrees not to create, or grant access to anyone to create, derivative works from all or part of the PROGRAM.

SUBSCRIBER acknowledges and agrees that the PROGRAM is a proprietary product of GEOGRAPHIC SOLUTIONS protected under U.S. copyright law. SUBSCRIBER further acknowledges and agrees that all right, title, and interest in and to these programs, including associated intellectual property rights, are and shall remain solely the property of GEOGRAPHIC SOLUTIONS. This Agreement does not convey to SUBSCRIBER an interest in or to the Program, but only a right of use revocable in accordance with the terms of this Agreement.

The PROGRAM may access a database of businesses that is leased to the State through a master agreement between the Iowa Department of Labor and InfoUSA, Inc., Omaha, Nebraska, 68127. Resale of this data is prohibited. Any use of the data, except for the intended purpose of job search, is prohibited without the express written consent of InfoUSA, Inc. The continued use of this data by SUBSCRIBER is subject to the continuation of this lease.

7. SERVICE AREA.

The SERVICE AREA for this Agreement is: the Cities of Lomita, Long Beach, Signal Hill and Torrance.

The PROGRAM will be used to provide one-stop services to the residents of the SERVICE AREA. Certain labor market and employer data will only be available for the SERVICE AREA. Individuals from outside the service area will be able to access services for the purposes of career and job search in the Service Area. The PROGRAM will only service employers that are located within the SERVICE AREA.

8. PROGRAM ACTIVATION.

Upon execution of this agreement by both parties, GEOGRAPHIC SOLUTIONS will create the PROGRAM for SUBSCRIBER and make the PROGRAM available on the world wide-web.

GEOGRAPHIC SOLUTIONS will not be responsible for delays caused by events or circumstances beyond its reasonable control. The PROGRAM will utilize data from State and Federal sources. Delays by State and Federal agencies in providing this data may affect the availability of some portions of the PROGRAM.

9. FEES AND PAYMENT.

SUBSCRIBER agrees to pay the initial SUBSCRIPTION FEES for PROGRAM set forth in ATTACHMENT 1.

10. PROPRIETARY PROTECTION AND RESTRICTIONS.

10.1 LIMITED RIGHT OF USE. GEOGRAPHIC SOLUTIONS shall have sole and exclusive ownership of all right, title, and interest in and to the PROGRAM and all ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS and ENHANCEMENTS thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to SUBSCRIBER herein by GEOGRAPHIC SOLUTIONS. This Agreement does not provide SUBSCRIBER with title or ownership of the PROGRAM, but only a SUBSCRIPTION for the period outlined in Section 2. SUBSCRIBER must keep the PROGRAM free and clear of all claims, liens, and encumbrances.

10.2 RESERVATION OF RIGHTS; ACKNOWLEDGMENTS. SUBSCRIBER acknowledges that the PROGRAM that is being subscribed to by SUBSCRIBER hereunder constitutes a commercially valuable, proprietary product of GEOGRAPHIC SOLUTIONS, the design and development of which reflects the effort of skilled experts and the investment of considerable time and money. SUBSCRIBER acknowledges that the PROGRAM contains substantial trade secrets of GEOGRAPHIC SOLUTIONS, which GEOGRAPHIC SOLUTIONS shall entrust to SUBSCRIBER in confidence to use and copy only as expressly authorized by this Agreement. SUBSCRIBER further acknowledges that GEOGRAPHIC SOLUTIONS claims and reserves all rights and benefits afforded under federal copyright law in the PROGRAM. Any distribution, copying, or modification of such materials not expressly authorized by this Agreement is strictly prohibited.

SUBSCRIBER may not use, copy, modify, or distribute the PROGRAM (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by GEOGRAPHIC SOLUTIONS. SUBSCRIBER may not reverse assemble, reverse compile, or otherwise translate the PROGRAM. SUBSCRIBER's rights may not be transferred, leased, assigned, or sublicensed except for a transfer of the SUBSCRIPTION in its entirety to (1) a successor in interest of SUBSCRIBER's entire business who assumes the obligations of this Agreement or (2) any other party who is reasonably acceptable to GEOGRAPHIC SOLUTIONS, and who enters into a substitute version of this Agreement, and pays an administrative fee intended to cover attendant costs.

10.3 INJUNCTIVE RELIEF. SUBSCRIBER acknowledges that, in the event of a breach of any of the foregoing provisions by SUBSCRIBER, GEOGRAPHIC SOLUTIONS will not have an adequate remedy in money or damages. GEOGRAPHIC SOLUTIONS shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. GEOGRAPHIC SOLUTIONS' right to obtain injunctive relief shall not limit its right to seek further remedies.

10.4 CONFIDENTIALITY OBLIGATIONS. In addition to the limitations on SUBSCRIBER's rights set forth hereof, SUBSCRIBER shall not, at any time, disclose or disseminate the trade secrets embodied in the PROGRAM to any other person, firm, or

organization or to any employee or agent of SUBSCRIBER who does not need to obtain access thereto in connection with SUBSCRIBER's exercise of its rights under this Agreement. Under no circumstances may SUBSCRIBER disclose or disseminate such trade secrets to any competitor of GEOGRAPHIC SOLUTIONS. SUBSCRIBER shall devote its best efforts to ensure that all persons afforded access to the PROGRAM protect GEOGRAPHIC SOLUTIONS' trade secrets against unauthorized use, dissemination, or disclosure.

10.5 INFRINGEMENT. If a third party claims that the PROGRAM infringes its patent, copyright, or trade secret, or any similar intellectual property right, GEOGRAPHIC SOLUTIONS will defend SUBSCRIBER against that claim at GEOGRAPHIC SOLUTIONS' expense and pay all damages that a court awards, provided that SUBSCRIBER promptly notifies GEOGRAPHIC SOLUTIONS in writing of the claim, and allows GEOGRAPHIC SOLUTIONS to control and cooperate with SUBSCRIBER in the defense of such claim or any related settlement negotiations. If such a claim is made or appears possible, SUBSCRIBER agrees to permit GEOGRAPHIC SOLUTIONS to enable SUBSCRIBER to continue to use the PROGRAM, or to modify or replace it. If GEOGRAPHIC SOLUTIONS determines that none of these alternatives is reasonably available, SUBSCRIBER agrees to return the PROGRAM on GEOGRAPHIC SOLUTIONS' written request, and SUBSCRIBER will then receive a credit equal to the net book value for the PROGRAM determined in accordance with generally accepted accounting principles. However, GEOGRAPHIC SOLUTIONS has no obligation for any claim based on modification by SUBSCRIBER of the PROGRAM or its combination, operation, or use with any product, data, or apparatus not specified or provided by GEOGRAPHIC SOLUTIONS, provided that such claim solely and necessarily is based on such combination, operation, or use and such claim would be avoided by combination, operation, or use with products, data, or apparatus specified or provided by GEOGRAPHIC SOLUTIONS. THIS PARAGRAPH STATES GEOGRAPHIC SOLUTIONS' ENTIRE OBLIGATION TO SUBSCRIBER WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

10.6 SURVIVAL OF OBLIGATIONS. SUBSCRIBER's obligations under this Section shall survive termination of this Agreement.

11. LIMITED WARRANTY.

GEOGRAPHIC SOLUTIONS warrants, for SUBSCRIBER's benefit alone, that for the SUBSCRIPTION TERM, as defined in Section 2, the PROGRAM shall operate substantially in accordance with its functional specifications. During the SUBSCRIPTION TERM, if any reproducible ERROR in the PROGRAM appears, for which GEOGRAPHIC SOLUTIONS is responsible, GEOGRAPHIC SOLUTIONS shall employ prompt, commercially reasonable efforts to correct or cure such ERROR at no additional charge to SUBSCRIBER. However, GEOGRAPHIC SOLUTIONS shall not be obligated to correct, cure, or otherwise remedy any ERROR in the PROGRAM if (1) SUBSCRIBER has performed any maintenance or modifications to the PROGRAM without GEOGRAPHIC SOLUTIONS' express written authorization; (2) PROGRAM has been misused or damaged in any respect; or (3) GEOGRAPHIC SOLUTIONS has not been notified, in writing of the existence and nature of such ERROR promptly upon its discovery.

GEOGRAPHIC SOLUTIONS warrants that the PROGRAM is currently compliant with year 2000 logic. The term "Year 2000 Logic" means that the software system shall not end

abnormally or give incorrect results during operation prior to, during or after the year 2000 as a result of processing, storing or displaying date information contained in the system.

SUBSCRIBER acknowledges that the PROGRAM may access data from Internet sites of other organizations or provide Internet links to allow users to visit the web sites of other organizations. GEOGRAPHIC SOLUTIONS makes no representations concerning this information or regarding the quality or acceptability of the data, products or services offered by the companies or providers referenced at these sites, or whether any permission or agreement may be required by SUBSCRIBER to access this information. GEOGRAPHIC SOLUTIONS reserves the right to remove this data and/or these links if it deems it necessary.

GEOGRAPHIC SOLUTIONS is not responsible for obsolescence of the PROGRAM that may result from changes in SUBSCRIBER's requirements. The foregoing warranty shall apply only to the most current version of the PROGRAM issued by GEOGRAPHIC SOLUTIONS. GEOGRAPHIC SOLUTIONS assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the PROGRAM.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, GEOGRAPHIC SOLUTIONS SPECIFICALLY DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROGRAM, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, ANY NEGLIGENCE, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATION OF LIABILITY.

GEOGRAPHIC SOLUTIONS' cumulative liability to SUBSCRIBER or any other party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the fee paid to GEOGRAPHIC SOLUTIONS for the SUBSCRIPTION to the PROGRAM. In no event shall GEOGRAPHIC SOLUTIONS be liable for any indirect, incidental, consequential, special, or exemplary damages, lost profits, claims or demands brought against SUBSCRIBER, even if GEOGRAPHIC SOLUTIONS has been advised of the possibility of such damages. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have been proven to be invalid.

GEOGRAPHIC SOLUTIONS shall have no liability for accuracy or quality of data displayed by the PROGRAM.

SUBSCRIBER acknowledges that any use of computers is subject to a likelihood of human and machine errors, and omissions. SUBSCRIBER should adopt such measures to limit the impact of those problems, including verifying the accuracy of data; examining and confirming results prior to use; and adopting procedures to identify errors and omissions.

13. SUPPORT AND MAINTENANCE.

During the term of this Agreement, GEOGRAPHIC SOLUTIONS will provide maintenance and support services in support of the PROGRAM listed in ATTACHMENT 1. These services shall consist of:

13.1 TELEPHONE SUPPORT. GEOGRAPHIC SOLUTIONS shall provide SUBSCRIBER priority telephone support during REGULAR BUSINESS HOURS that permits SUBSCRIBER to report problems and seek assistance in use of the PROGRAM.

13.2 FAX SUPPORT. GEOGRAPHIC SOLUTIONS shall provide SUBSCRIBER priority fax support during REGULAR BUSINESS HOURS that permits SUBSCRIBER to report problems and seek assistance in use of the PROGRAM.

13.3 E-MAIL SUPPORT. GEOGRAPHIC SOLUTIONS shall provide SUBSCRIBER priority E-mail support during REGULAR BUSINESS HOURS that permits SUBSCRIBER to report problems and seek assistance in use of the PROGRAM.

13.4 ONLINE SUPPORT. GEOGRAPHIC SOLUTIONS shall provide SUBSCRIBER priority online support during REGULAR BUSINESS HOURS that permits SUBSCRIBER to report problems and seek assistance via the GEOGRAPHIC SOLUTIONS Online Project Communication web site.

13.5 ERROR CORRECTION. GEOGRAPHIC SOLUTIONS shall use reasonable diligence to correct verifiable and reproducible ERRORS when reported to GEOGRAPHIC SOLUTIONS in accordance with its STANDARD REPORTING PROCEDURES. The ERROR CORRECTION, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the ERROR CORRECTION.

13.6 NEW RELEASES. GEOGRAPHIC SOLUTIONS will periodically issue new RELEASES to the PROGRAM, containing ERROR CORRECTIONS and/or ENHANCEMENTS, for current SUBSCRIBER's.

GEOGRAPHIC SOLUTIONS will take action on any support issue raised by SUBSCRIBER within forty-eight (48) hours. This period does not include weekends and GEOGRAPHIC SOLUTIONS' holidays. A response will normally occur in significantly less than forty-eight (48) hours. The support resolution time required for GEOGRAPHIC SOLUTIONS to answer a question or resolve a problem raised by SUBSCRIBER will vary considerably depending on the type of problem. Usually GEOGRAPHIC SOLUTIONS will answer questions and provide solutions to problems the same day they are received, often immediately. If research or consultation with specialists is required, it may take longer.

The following matters are not covered by this agreement:

1. Any problem resulting from the misuse, improper use, alteration, or damage of the PROGRAM;
2. Any problem caused by modifications of any version of the PROGRAM not authorized by GEOGRAPHIC SOLUTIONS;
3. Any problem resulting from programming software other than the PROGRAM;

4. Any problem caused by, or issues associated with, third-party software utilities, operating systems and database software that may be utilized by a PROGRAM. This includes but is not limited to MapObjectsLT®, ASPEmail, polarspellchecker, Corda PopChart, Corda Highwire Enterprise, Microsoft® Internet Information Server and Microsoft® SQL Server;

5. Any problem resulting from the combination of the PROGRAM with such other programming or equipment, to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS.

14. SUBSCRIBERS RESPONSIBILITIES.

14.1 COOPERATION OF SUBSCRIBER. SUBSCRIBER agrees to use STANDARD REPORTING PROCEDURES to promptly notify GEOGRAPHIC SOLUTIONS following the discovery of any ERROR. Further, upon discovery of an ERROR, SUBSCRIBER agrees, if requested by GEOGRAPHIC SOLUTIONS, to submit to GEOGRAPHIC SOLUTIONS a listing of output and any other data that GEOGRAPHIC SOLUTIONS may require in order to reproduce the ERROR, and the operating conditions under which the ERROR occurred or was discovered.

14.2 QUALIFIED PRIMARY CONTACT. SUBSCRIBER agrees to designate one experienced, trained user as a QUALIFIED PRIMARY CONTACT for all technical support communications with GEOGRAPHIC SOLUTIONS. All updates and shipments will be sent to the QUALIFIED PRIMARY CONTACT for distribution. It is recommended that the QUALIFIED PRIMARY CONTACT obtain the GEOGRAPHIC SOLUTIONS Software Administrator Training Certification. GEOGRAPHIC SOLUTIONS reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to matters not directly relating to the operation of the PROGRAM.

15. PUBLICITY.

SUBSCRIBER agrees that GEOGRAPHIC SOLUTIONS will be acknowledged as the developer in any reference material and advertising released by SUBSCRIBER regarding the PROGRAM. All credits and acknowledgments will include: "Software Developed by Geographic Solutions, Inc., Palm Harbor, Florida (727) 786-7955." The Virtual OneStop software will include a link to the main GEOGRAPHIC SOLUTIONS web site at www.geosolinc.com. SUBSCRIBER agrees that no advertising will be placed on any Internet web site created using the PROGRAM without the expressed written approval of GEOGRAPHIC SOLUTIONS.

16. FORCE MAJEURE.

Either party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delay or non-performance is caused by an act of God or force majeure. An "Act of God" or "Force Majeure" is defined, for the purposes of this Agreement, as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather, acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of either party and which by the exercise of due diligence either party is unable, wholly or in part, to prevent or overcome.

17. ASSIGNMENT.

This Agreement may not be assigned by SUBSCRIBER. It may be assigned by GEOGRAPHIC SOLUTIONS and shall inure to the benefit of any corporation or other entity with which GEOGRAPHIC SOLUTIONS shall merge or consolidate, or to which GEOGRAPHIC SOLUTIONS shall lease or sell all or substantially all of its assets; provided that as a condition to the sale of assets or merger, the purchaser or surviving company, as the case may be, shall have assumed the rights and obligations of GEOGRAPHIC SOLUTIONS under this agreement.

18. SEVERABILITY.

The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

19. LEGAL ACTION.

Should SUBSCRIBER or GEOGRAPHIC SOLUTIONS institute legal action, whether at law or in equity, to enforce any provision hereunder, the prevailing party shall be entitled to receive from the other party, all costs and reasonable attorneys' fees, including, but not limited to, fees for trial and appeals or other legal proceedings.

20. NOTICES.

All notices or other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered either personally, by facsimile with receipt confirmed, or one day after delivery to an overnight courier guaranteeing next day delivery and addressed as provided in this Agreement or as otherwise requested in writing by the receiving party.

21. MODIFICATIONS AND WAIVERS.

This Agreement may not be modified or amended except by a writing signed by both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no action or course of conduct or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.


22. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties and no representations, promises, agreements or understandings, written or oral, not contained herein shall be of any force or

effect. It may not be changed orally, but only by a writing signed by both parties.

BY SIGNING BELOW, IT IS AGREED THAT THIS AGREEMENT, INCLUDING THE ACCOMPANYING TERMS AND CONDITIONS, AND EXHIBITS ADOPTED HEREUNDER, IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT SHALL BECOME EFFECTIVE WHEN IT IS EXECUTED BY SUBSCRIBER AND APPROVED AND EXECUTED BY GEOGRAPHIC SOLUTIONS.

Accepted:
SUBSCRIBER

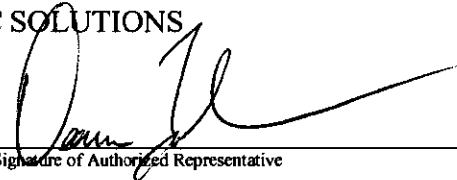
By: 
Signature of Authorized Representative

Name: BRYAN S. ROGERS

Title: EXECUTIVE DIRECTOR

Dated: _____

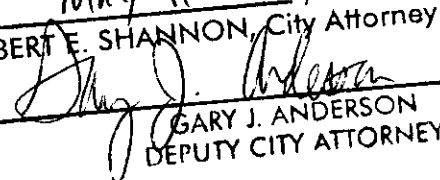
Approved:
GEOGRAPHIC SOLUTIONS

By: 
Signature of Authorized Representative

Name: Deane Toler

Title: Marketing Director

Dated: 5-7-09

APPROVED AS TO FORM
May 11, 2009
ROBERT E. SHANNON, City Attorney
By 
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

ATTACHMENT 1

SOFTWARE AND SERVICES ITEMS

Virtual OneStop Software Modules*	Annual Subscription Fee Includes Hosting
VOScan Swipe Cards/Client Tracking Software	\$23,222.00
Limited Case Management – case notes	\$8,944.00
Job Orders/Labor Exchange	\$17,750.00
Resumes/Labor Exchange	\$19,750.00
Reports	\$8,618.00
Wagner Peyser Case Management Module	\$24,750.00
WIA Case Management Module	

*Detailed module description listed below.

The following table displays the Virtual OneStop Modules provided to SUBSCRIBER under the terms of this agreement:

User Type	Description	Subscription
Individuals	CORE SERVICES FOR INDIVIDUALS MODULE: My Home Page, Career Services (career tips, career explorer-match your skills-job skills, career explorer-match your skills-personal skills, career informer, job market explorer) Job Seeker Services (Job search, job market trends, employers), Education Services (training providers and schools, training and educational programs, educational program completers), Labor Market Services (labor market facts, area profile, industry profile, occupation profile), Individual Registration, My OneStop Profile (personal profile, search history profile, assessment profile-job and personal skills), Quick Menu (Job Search), Assistance Center, My Resources (My messages, My appointments, My Background, My Home Page, Upcoming Events)	<u>YES</u>
	ADDITIONAL SERVICES FOR INDIVIDUALS MODULE: Financial Services (overall budget planning, training budget planning, transition budget planning), Education Services (financial aid for training), Community Services (eligibility requirements, programs and services), Unemployment Services (eligibility, filing, unemployment benefits) Veteran Services (list of available services), Youth and Senior Services (list of available services), Staff Provided Services (description of available services). <i>Requires Core Services for Individuals Module.</i>	<u>YES</u>
	LABOR EXCHANGE FOR INDIVIDUALS MODULE: Job Seeker Services (10 Steps to find a job, resume builder, background wizard, letter builder, virtual recruiter-for individuals), My OneStop Profile (employment plan), Message Center (appointments, messages), Quick Menu (Resume Builder, My Background) <i>Requires Core Services for Individuals Module.</i>	<u>YES</u>
	CORE ASSESSMENT MODULE: Career Services (career explorer-interest analyzer, career explorer- work importance analyzer, display of individual work values and interests for an occupation). My OneStop Profile (assessment profile- interests, work importance) <i>Requires Core Services for Individuals Module.</i>	<u>YES</u>
Employers	CORE SERVICES FOR EMPLOYERS MODULE: Recruitment Services (candidate search-external search, job market trends) Education Services (training providers and schools, training an educational programs, educational program completers), Labor Market Services (labor market facts, area profile, industry profile, occupation profile), Assistance Center, Employer Registration, My Company Profile (corporate profile, search history profile), My Resources (My messages, My appointments, My Background, My Home Page, Upcoming Events)	<u>YES</u>
	ADDITIONAL SERVICES FOR EMPLOYERS MODULE: Human Resource Info and EEO Information (list of available services), Labor Relations (list of available services), Government Resources (list of available services), Wellness and Economics (list of available services), Employer Incentives (list of available services), Staff Provided Services (description of available services). <i>Requires Core Services for Employers Module.</i>	<u>YES</u>
	EMPLOYER LABOR EXCHANGE MODULE: Recruitment Services (post a job, candidate search-quick and advanced search for resumes, candidate ranking recruitment and hiring tool, job applicant tracking, candidate market trends, virtual recruiter-for individuals). Company Profile (recruitment plan profile) Quick Menu (post a job, candidate search). <i>Requires Core Services for Employers Module.</i>	<u>YES</u>

<p>Staff, Individuals and Employers</p>	<p>WORKKEYS MODULE: Assessment Plan (input of individual WorkKeys scores), Career Services (career explorer-Workplace skills, selection of appropriate occupations from scores), Recruitment Services (optional incorporation of WorkKeys scores in labor exchange). My OneStop Profile (assessment profile- workplace skills) <i>Requires Core Services for Individuals, Core Case Management Module and Core Assessment Module.</i></p>	<p>NO</p>
	<p>VOSDISCOVER ASSESSMENT MODULE: Detailed personal assessment, integrated ONET occupation codes linked to LMI data, training and available workforce services.</p>	<p>NO</p>
<p>Providers, Staff, Individuals and Employers</p>	<p>CONSUMER REPORTS MODULE: Education Services (display performance information for eligible programs, comparison of performance between programs and providers), Web Based Input of Eligible Training Providers and Programs, Staff Management of Eligible Programs and Providers.</p>	<p>NO</p>
<p>Individuals, Employers and Staff</p>	<p>WORKFORCE INFORMATION MODULE: About Us, Contact Us, News and Events (Latest news, Calendar of Events), Download Forms, Frequently Asked Questions.</p>	<p>YES</p>
<p>Staff</p>	<p>CORE SERVICES FOR STAFF MANAGING INDIVIDUALS MODULE: Manage Individuals (create an individual account, assist an individual), Individuals My OneStop Profile (personal profile, search history profile), View Reports (registered Individuals, feedback surveys).</p>	<p>YES</p>
<p></p>	<p>CORE SERVICES FOR STAFF MANAGING EMPLOYERS MODULE: Manage Employers (create an employer account, assist an employer, employer system access rights), Employers My Company Profile (corporate profile, search history profile), View Reports (registered employers, feedback surveys).</p>	<p>YES</p>
<p></p>	<p>LABOR EXCHANGE FOR STAFF MODULE: Staff-Assisted Labor Exchange for Individuals, Staff-Assisted Labor Exchange for Employers. Manage Resumes (Advanced Search, Advanced Search by Job Order), Manage Job Orders (job order verification, job order referrals, job order mass referrals, job order follow-up, job order referral results), Manage Labor Exchange (create/modify job skill sets, automated referral notification and follow up), View Reports (resumes, enrolled individuals, job orders). <i>Requires Core Services for Staff Module.</i></p>	<p>YES</p>
<p></p>	<p>SERVICE TRACKING MODULE: Manual and Automated Tracking of Services, Managing Individuals (scheduled services, manage individual services) , Case Management Profile (Activities-Service Plan), View Reports (Activities, Services Provided Employers, Services Provided Individuals). <i>Requires Core Services for Staff Module.</i></p>	<p>YES</p>
<p></p>	<p>CORE CASE MANAGEMENT MODULE: Case Management Profile (Common Intake ,Case Assignment, Case Load, Case Notes, Activities, Programs, Individual Employment Plan (IEP), Objective Assessment Summary (OAS), Assessment Plan. View Reports (case load reports, predictive reports, Federal Reports). <i>Requires Core Services for Staff Module and Service Tracking Module .</i></p>	<p>YES</p>
<p></p>	<p>WIA CASE MANGEMENT MODULE: Case Management Program (WIA Application, WIA participation record, WIA enrollment activities, Case Closure, WIA outcomes (exit) , WIA follow-ups, Youth goals and /or Youth Numeracy Literacy tracking) Reports (predictive reports, soft exit reports, Federal Reports-9090,9091, WIA data validation file). <i>Requires Core Case Management Module</i></p>	<p>YES</p>
<p></p>	<p>WAGNER PEYSER CASE MANAGEMENT MODULE: Manage Profiling (profiling non-compliance / waived / exempted, profile orientation letter), Veteran Management, View Reports (enrolled individuals, 9002 A-E reports, VETS200, MIC, 9048, WP data validation file). <i>Requires Core Case Management Module.</i></p>	<p>YES</p>

	GENERIC PROGRAM APPLICATION MODULE: "Generic Program" set of applications (Eligibility Application, Enrollment Activities, Exit) with integration into IFT to assist in managing funds. <i>Requires Core Case Management Module</i>	NO
	TRADE ADJUSTMENT ASSISTANCE MODULE (TAA): GEOGRAPHIC SOLUTIONS shall provide the TAA program requirements as defined by the state of California Employment Development Department. <i>Requires Core Case Management Module and WIA Case Management Module. DOES NOT include data conversion.</i>	NO
	STANDARD INDIVIDUAL FUND TRACKING MODULE: Manage Participant Costs , Individual Account / Account Limits, Referrals to Providers, Vouchers to Providers/Vendors/Individuals and Payments to Vouchers. <i>Requires Core Case Management Module</i>	NO
	ADVANCED FUND TRACKING MODULE: Ability to create and manage and track funds and establish provider contracts <i>Requires Basic Individual Fund Tracking Module</i>	NO
	SUMMER YOUTH PROGRAM MODULE: "Summer Youth Program" set of applications (Eligibility Application, Individual and Mass Enrollment Activities, Exit, Reporting System) with integration into IFT to assist in managing funds. <i>Requires Core Case Management Module</i>	NO
	TRAINING APPLICATION MODULE: Allows individuals to complete training requirements, at which time staff confirms WIA eligibility. <i>Requires Core Case Management, Core Services for Individuals, and WIA Case Management Modules</i>	NO
	WELFARE TRANSITION PROGRAM MODULE: Application, Objective Assessment Summary, IEP, Calculation of required hours per week by number of work eligible people in the household and age of youngest child. Enrollment into countable work Activity. Ability to record participation hours in a timesheet. <i>Requires Core Case Management Module</i>	NO
	SCANCARD MODULE: Automated tracking of services and events using scan card readers. Addition of scan card id to registration, <i>Requires Service Tracking and Attendance Tracking Module.</i>	YES
	ATTENDANCE TRACKING MODULE: Provides manual or online registration of individuals for state and local events. Restrictions such as class size limits can be set. Allows staff to input and track the attendance of individuals at one-stop events.	YES
Administrators	ADMINISTRATION SYSTEM: Email Addresses, System Defaults, LMI Data Control, Administer a Staff Account, Create a Staff Account, Create Privilege Groups, Change Privilege Group Settings, Delete Privilege Groups, Administer Individuals, Administer Employers, Import/Export Data, Data Modification, Archive Records, Restore Records, Administer an Admin Account, Create an Admin Account, Individual /Employer Services.	YES
	LMI DATA LOADER: A web based utility that is specifically designed to import and export data to and from the Workforce Information Database (ALMIS). The tool validates all data entered, including checks for empty fields, referential integrity, and primary key violations. Rejected data can be exported to an external file.	NO
	WEB CONTENT MANAGEMENT MODULE: A user-friendly, what you see is what you get (WYSIWYG) integrated content management tool. The Content Publisher lets staff create articles, customize web pages, change images, and add, edit, and delete content displayed in many different areas within the system.	YES

Labor Market Professionals	LABOR MARKET ANALYSIS MODULE: Analyst Registration Module, Demographics (US census commuting -patterns, US census labor force, income, population), Education (training providers and schools, training and education programs), Employers (employer search, mass layoffs), Income and Wages (income, quarterly census of employment and wage, occupational wage), Industry (quarterly census of employment and wages, current employment statistics (CES), staffing patterns, industry employment & projections) , Labor Force (US census commuting patterns, labor force, employment & unemployment) , Occupation (occupational employment by Industry , occupational employment & projections , occupational wages , licensed occupations), Economic Indicators (consumer price index , building permits, government transfer payments), Demographics (US census commuting patterns, US census labor force, income, population data.)	NO
Individuals, Employers & Labor market Professionals	LOCAL LABOR MARKET SURVEY: Telephone survey of local employers to determine hiring practices. Data results are displayed in the Occupation Profile .	NO

Interfaces		Purchased
Individual, Employer, Staff, Labor Market Analyst	WEB INTERFACE for users with average speed internet/intranet access.	YES
Individual, Employer, Staff, Labor Market Analyst	TEXT INTERFACE for users who want maximum performance.	YES
Individual and Employer	SPANISH LANGUAGE INTERFACE: Spanish Version of Services for Individuals and Employers.	NO
Individual and Employer	VISUALLY IMPAIRED INTERFACE: Version of Services for Individuals and Employers optimized for screen readers such as JAWS.	NO
Individual	TOUCH SCREEN INTERFACE : - A Simplified Job Search Function for Touch Screen Kiosks (jobseeker will be required to visit a facility to see job details). <i>Requires Kiosk with Internet Access.</i>	NO

Spider Level		Purchased
LEVEL I SPIDER * : Internally posted jobs only.		YES
LEVEL II SPIDER* : Spidered Jobs in selected area from Career Builder, Hot Jobs, America's Labor Exchange, Job Central, Fortune 500 corporations, and state job board if available.		YES
LEVEL III SPIDER* : Spidered jobs in selected area from all available national job boards, local job boards, Fortune 1000 corporations, local government sites, national recruiters, military branches sites, major hospitals, major non profits, major newspapers, web sites of all employers with over 500 employees (Number of employees threshold can be lower for additional cost).		NO
LEVEL IV SPIDER* : Spidered jobs in selected area from all available national job boards, local job boards, Fortune 1000 corporations, local government sites, national recruiters, local recruiters, military branches sites, all hospitals, all non profits, chambers of commerce, all newspapers, web sites of all area employers.		NO

ATTACHMENT 2

PAYMENT PLAN

Service Dates	Payment Due Date	Amount
January 1, 2009 – March 31,2009	January 1, 2009	\$25,758.50
April 1, 2009 – June 30, 2009	April 1, 2009	\$25,758.50
July 1, 2009 – September 31, 2009	July 1, 2009	\$25,758.50
October 1, 2009 – December 31, 2009	October 1, 2009	\$25,758.50