

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

CONTRACT

31562

1
2
3 THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of
4 the 1st day of January, 2010, pursuant to a minute order adopted by the City Council of
5 the City of Long Beach at its meeting held on January 5, 2010, by and between
6 GEOGRAPHIC SOLUTIONS, INC., a California corporation, with offices located at 1001
7 Omaha Circle, Palm Harbor, Florida 34683, ("Provider") and the CITY OF LONG BEACH,
8 a municipal corporation ("City").

9 1. Recitals. This Contract is made with reference to the following facts
10 and objectives:

11 1.1 The City submitted an application ("Application") to the Employment
12 Development Department (the "State") of the State of California, Employment
13 Development Department, for funds to provide meaningful training and
14 employment opportunities for economically disadvantaged, unemployed and
15 underemployed persons consistent with the Workforce Investment Act of 1998
16 ("WIA") codified as Section 504 of the Rehabilitation Act, 29 U.S.C. 794(d) and all
17 regulations, directives, policies, procedures and amendments issued thereto
18 and/or legislation, regulations, policies, directives, and/or procedures which may
19 replace the Workforce Investment Act; and

20 1.2 The Application was approved by the State and a Workforce
21 Investment Act subgrant has been executed by and between the State and the
22 City authorizing such programs and providing the funding therefore under
23 Workforce Investment Act Master Subgrant Agreement, which has been
24 designated as No. K074146 the ("Prime Contract"); and

25 1.3 Provider desires to participate in said program and is qualified by
26 reason of experience, preparation, organization, staffing and facilities to provide
27 services;

28 1.4 City is willing to utilize Provider to provide electronic modules to

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1 effectively implement service integration at the one-stop centers .

2 NOW, THEREFORE, in consideration of the terms and conditions
3 contained herein, it is mutually agreed by and between the parties hereto as follows:

4 **SECTION 1. DOCUMENT INCORPORATION.**

5 The following documents are attached hereto as exhibits and incorporated
6 herein and made a part hereof by this reference as if set forth in full herein:

7 A. The Prime Contract, Exhibit "A", and any extension or continuation
8 thereof or any grant agreement which is the successor thereto which authorizes
9 ongoing vocational training for adult and dislocated worker residents and the
10 documents incorporated therein and attachments thereto, including the
11 assurances and certifications made by the City to the State.

12 B. Provider's program description, statement of work to be performed,
13 Provider's operation plan for participants, program conditions and standards for
14 Provider's performance under this Contract (collectively, the "Scope of Work")
15 attached hereto as Exhibit "B".

16 Provider and City agree to be bound by all the terms, conditions and
17 provisions contained in the Prime Contract, the Application, and the Statement of Work
18 (collectively, the "Contract Documents"). Provider hereby agrees to assume full
19 responsibility for the performance of the operation, coordination and administration of
20 such program pursuant to all the terms and conditions of Exhibits "A" and "B" to the
21 extent that said documents are applicable to the delivery of services by Provider
22 hereunder; and the parties hereto agree to perform all duties, obligations and tasks to be
23 performed by each party under the Contract Documents. In the event there is any
24 conflict between the provisions of this Contract and the provisions of the Prime Contract,
25 including the attachments thereto and the documents incorporated therein, as presently
26 worded as or amended in the future, the parties agree that the provisions of the Prime
27 Contract shall control.

28 Provider shall provide electronic modules to effectively implement service

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1 integration at the one-stop centers in accordance with the provisions of the Contract
2 Documents.

3 **SECTION 2. TERM.**

4 The term of this Contract ("Term") shall be deemed to have commenced as
5 of January 1, 2010 and unless sooner terminated pursuant to the provisions hereof, shall
6 terminate on December 31, 2010. Either of the parties hereto shall have the right to
7 terminate this Contract in its entirety at any time during the Term for any or no reason
8 whatsoever by giving fifteen (15) days prior written notice of termination to the other
9 party. City shall have the additional right to cancel any part of this Contract at any time
10 during the Term for any reason whatsoever by giving fifteen (15) days notice of such
11 cancellation to the Provider.

12 Notwithstanding the foregoing, the City shall have the right to terminate and
13 cancel this Contract without notice, in its sole discretion, if the actions or non-action of
14 Provider subjects the City to liability, legal obligations or program operation obligations
15 beyond the liability and obligations under the Contract Documents. If this Contract is
16 terminated prior to the expiration of the term, Provider shall be reimbursed for all eligible
17 program costs which have accrued but not been paid through the effective date of
18 termination. Provider agrees to accept such amount, plus all amounts previously paid, as
19 full payment and satisfaction of all obligations of City to Provider.

20 **SECTION 3. CONTRACT AMOUNT AND PAYMENT.**

21 The total amount which shall be payable by City to Provider for Provider's
22 services during the Term shall not exceed One Hundred Three Thousand Thirty-Four
23 Dollars (\$103,034.00).

24 The City shall, in due course, reimburse the Provider for the actual,
25 reasonable and necessary costs and expenses incurred by Provider in the performance
26 of this Contract which are authorized and approved and in accordance with and pursuant
27 to the Prime Contract, to the extent that such Prime Contract is applicable to the
28 Provider's performance hereunder. Such payments by the City shall be made only from

1 funds received by City under the Prime Contract and shall be payable only after the City
2 receives said funds with which to make such payments.

3 Disbursement of funds received from the State shall be under the direction
4 of the City Manager or his designee and shall be in accordance with the provisions of this
5 Contract and made pursuant to the Prime Contract and any additional procedures,
6 regulations and reporting requirements which are established by the City that do not
7 conflict with applicable procedures, regulations and reporting requirements of the State.

8 **SECTION 4. RECORDS.**

9 Records relating to the performance of this Contract shall be kept and
10 maintained by Provider in accordance with the manner and method prescribed by
11 applicable State regulations and guidelines and City requirements, will be current,
12 complete and available for purposes of inspection and audit during business hours as
13 deemed necessary upon request by representatives of federal, state and local agencies.

14 Provider shall provide access to all documents and materials related to this
15 Contract and shall provide any information that the City, or its designee, requires in order
16 to monitor and evaluate Provider's performance hereunder. All such records shall be
17 maintained and accessible for a period of seven (7) years from the expiration or earlier
18 termination of this Contract.

19 **SECTION 5. FINANCIAL REPORTS.**

20 Provider shall promptly distribute to the City Manager or his designee
21 copies of all correspondence including, but not limited to, financial, operational and
22 performance reports which Provider submits to or receives from the State. Provider shall
23 provide such other reports, documents or information as may be requested or required by
24 the City or the State within three (3) days of written request. Final payment to the
25 Provider under this Contract will be paid only after the City has determined that Provider
26 has satisfactorily completed said vocational training.

27 If the Provider is subject to the Single Audit Act (SAA), the Provider shall
28 include this Contract within the scope of the SAA audit. A copy of the SAA final audit

1 report shall be delivered by Provider to the City of Long Beach within thirty (30) calendar
2 days after its completion and, in any event, no later than six (6) months after the end of
3 the then-current fiscal year of Provider. In the event the Provider fails to comply with this
4 requirement, the Provider shall be liable for any costs incurred by City for a substitute
5 audit or review.

6 **SECTION 6. INDEPENDENT PROVIDER STATUS.**

7 It is distinctly understood that in the performance of this Contract, the
8 Provider shall at all times be considered a wholly independent Provider and that
9 Provider's obligations to and authority from the City are solely as are prescribed by this
10 Contract. Provider expressly warrants that it will not, at any time, hold itself out or in any
11 manner represent that Provider or any of its agents, volunteers, subscribers, members,
12 officers or employees are in any manner the officers, employees or agents of the City or
13 the Greater Long Beach Workforce Development Board (GLBWDB), an unincorporated
14 non-profit association. Provider shall not have any authority to bind the City or GLBWDB
15 at any time or for any purpose. Provider nor any of Provider's officers, employees or
16 agents shall have any power or authority as agents or employees of the City or GLBWDB
17 and shall not be entitled to any of the rights, privileges or benefits of the City or GLBWDB
18 employee.

19 **SECTION 7. ASSIGNMENT.**

20 Provider shall not delegate its duties or assign its rights hereunder, either in
21 whole or in part, without the prior written consent of the City.

22 **SECTION 8. INDEMNIFICATION AND HOLD HARMLESS.**

23 Provider expressly agrees to defend, protect, indemnify and hold GLBWDB,
24 the City, their respective officers, employees and agents ("indemnified parties"), free and
25 harmless from and against any and all claims, damages, expenses, loss or liability of any
26 kind or nature whatsoever growing out of, or resulting from the acts or omissions of
27 Provider, its officers, agents or employees in the performance of this Contract. Provider
28 shall, at its own cost, expense and risk, defend all claims or legal actions that may be

1 instituted against either the indemnified parties and Provider shall pay any settlement
2 entered into or satisfy any judgment that may be rendered against either the indemnified
3 parties as a result of said acts or omissions of Provider, its officers, agents or employees
4 in the performance of this Contract.

5 **SECTION 9. INSURANCE.**

6 Concurrent with the execution of this Contract by Provider, as a condition
7 precedent to the effectiveness of this Contract, and in partial performance of the
8 obligations of indemnity assumed by Provider under Section 10 above, Provider shall
9 procure and maintain during the Term at Provider's expense.

10 A. Comprehensive General Liability in an amount not less than
11 Two Million Dollars (\$2,000,000) combined single limit for each
12 occurrence or Four Million Dollars (\$4,000,000) General Aggregate for
13 bodily injury, personal injury and property damage. The indemnified
14 parties shall be covered as additional insureds in respects to liability
15 arising out of activities performed by or on behalf of the Provider and
16 coverage shall be in a form acceptable to the Risk Manager of the City
17 ("Risk Manager").

18 B. Automobile Liability in an amount not less than Five Hundred
19 Thousand Dollars (\$500,000) combined single limit per accident for bodily
20 injury and property damage covering owned, non-owned and hired
21 vehicles.

22 C. Workers' Compensation as required by the Labor Code of
23 the State of California and Employers' Liability Insurance with limits of One
24 Million Dollars (\$1,000,000) per occurrence.

25 D. Accidental Medical, Death and Dismemberment Insurance
26 for all participants not entitled to workers' compensation benefits under the
27 provisions of Section 3700 of the Labor Code of the State of California,
28 unless this requirement has been waived in writing by the Risk Manager.

1 Said insurance shall have limits of not less than One Hundred Thousand
2 Dollars (\$100,000) Accident Medical and Twenty-Five Thousand Dollars
3 (\$25,000) Accidental Death and Dismemberment.

4 E. Blanket Honesty or Comprehensive Crime Bond in an
5 amount of fifty percent (50%) of sums payable under this Contract, or
6 Twenty-Five Thousand Dollars (\$25,000), whichever is higher, to
7 safeguard the proper handling of funds by those employee's agents or
8 representatives of the Provider who sign as the maker of checks or drafts
9 or in any manner authorize the disbursement or expenditure of said funds.

10 Each insurance policy shall be endorsed to provide that coverage shall not
11 be cancelled by either party, reduced in amount or in limits, except after thirty (30) days
12 prior written notice has been given to the City. All such insurance shall be primary and
13 not contributing to any other insurance or self-insurance maintained by the indemnified
14 parties.

15 The insurance required hereunder shall be placed with carriers admitted to
16 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M.
17 Best Company and may be subject to such self-insurance or deductible as may be
18 approved by the Risk Manager. Any subcontractors which Provider may use in the
19 performance of services under this Contract shall be required to maintain insurance in
20 accordance with the requirements of this section.

21 Provider shall furnish the City with certificates of insurance and with original
22 endorsements affecting coverage as required above. The certificates and endorsements
23 for each insurance policy shall be signed by a person authorized by that insurer to bind
24 coverage on its behalf. Policies written on a "claims made" basis shall provide for an
25 extended reporting period of not less than one hundred eighty (180) days. No claims
26 made policies shall be acceptable to City unless the City Manager determines that no
27 occurrence policy is available in the market for the particular risk being insured. Any
28 modification or waiver of the insurance requirements contained in this contract shall only

1 be made with the written approval of the Risk Manager in accordance with established
2 City policy.

3 **SECTION 10. NON-DISCRIMINATION.**

4 In connection with performance of this Contract and as refined by
5 applicable federal laws, rules and regulations, Provider shall not discriminate in
6 employment or in the performance of this Contract on the basis of race, religion, national
7 origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
8 disability.

9 It is the policy of City to encourage the participation of
10 Disadvantaged, Minority and Women-Owned Business Enterprises in
11 City's procurement process, and Provider agrees to use its best efforts to
12 carry out this policy in the award of all approved subcontracts to the fullest
13 extent consistent with the efficient performance of this Contract. Provider
14 may rely on written representations by subcontractors regarding their
15 status. Provider shall report to City in March and in September or, in the
16 case of short-term agreements, prior to invoicing for final payment, the
17 names of all sub-consultants engaged by Provider for this Project and
18 information on whether or not they are a Disadvantaged, Minority or
19 Women-Owned Business Enterprise, as defined in Section 8 of the Small
20 Business Act (15 U.S.C. Sec. 637).

21 **SECTION 11. NOTICES.**

22 All notices required or given pursuant to the provisions hereof may be
23 served either by: (1) enclosing the same in a sealed envelope addressed to the party
24 intended to receive the same at the address indicated herein and deposited postage
25 prepaid, in the U.S. Postal Service as certified mail, return receipt requested, or (2)
26 personal service. Such notices shall be effective on the date personal service is effected
27 or the date of the signature on the return receipt. For the purposes hereof, the address of
28 the City and the proper party to receive any such notices in its behalf is the City Manager,

1 City Hall, 333 West Ocean Boulevard, Long Beach, California 90802; and Provider's
2 address for service of any such notices shall be Geographic Solutions, Inc., 1001 Omaha
3 Circle, Palm Harbor, Florida 34683, Attention Deane Toler, Telephone (831) 757-4400,
4 Fax. No. (831) 757-4401.

5 **SECTION 12. CONTRACT ADMINISTRATION.**

6 The City Manager, or designee, is authorized and directed, for and on
7 behalf of the City, to administer this Contract and all related matters, and any decision of
8 the City Manager, or his designee, in connection herewith shall be final.

9 **SECTION 13. ENTIRE AGREEMENT.**

10 This document fully expresses all understandings of the parties concerning
11 all matters covered and shall constitute the total Agreement. Except for the adjustments
12 of Exhibits "A" and "B" as provided in Section 4 hereof, no addition to or alteration of the
13 terms of this Contract whether by written or oral understanding of the parties, their
14 officers, agents or employees shall be valid unless made in writing and formally adopted
15 in the same manner as this Contract.

16 **SECTION 14. CAPTIONS AND ORGANIZATION.**

17 The various headings and numbers herein and the grouping of the
18 provisions of this Contract into separate Sections, paragraphs and clauses are for the
19 purpose of convenience only and shall not be considered a part hereof, and shall have no
20 effect on the construction or interpretation of any part of this contract.

21 **SECTION 15. TAX IDENTIFICATION NUMBER.**

22 Provider's Tax Identification Number is 

23 **SECTION 16. AUTHORIZATION TO EXECUTE.**


24 Provider warrants and affirms to City that any and all persons signing this
25 Contract are authorized and empowered to so sign and that the execution of this Contract
26 by such person or persons does bind Provider to all terms, covenants and conditions of
27 this Contract.

28 ///

1 IN WITNESS WHEREOF, the parties hereto have caused these presents to
2 be duly executed with all the formalities required by law on the respective dates set forth
3 opposite their signatures.

4 GEOGRAPHIC SOLUTIONS, INC. a California
5 corporation

6 Dated: 3.5.10, 2010

By 

Title President

8 Dated: 3.5.10, 2010

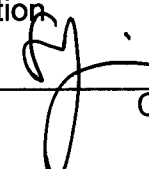
By Ashley Spingola

Title Office Manager

"Provider"

12 CITY OF LONG BEACH, a municipal
13 corporation

13 Dated: April 5, 2010

By  Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

16 March The foregoing Contract is hereby approved as to form this 16th day of
17 _____, 2010.

18 ROBERT E. SHANNON, City Attorney

19 By 
20 Deputy

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EXHIBIT A

Dist WIA 9/14/09

WIA SUBGRANT AGREEMENT

CITY OF LONG BEACH

REGISTRATION NO: K074146
MODIFICATION NO: NEW
SUBGRANTEE CODE: LBC

SUBGRANTOR: State of California
Employment Development Dept.
Workforce Services Division
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001

SUBGRANTEE: CITY OF LONG BEACH
3447 ATLANTIC AVENUE
LONG BEACH, CA 90807
GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the CITY OF LONG BEACH, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart
General Provisions and standards of Conduct
Title I-Y (WIA TITLE I YOUTH FORMULA)

Exhibit AA, pages 1 through 1
Exhibit BB, pages 1 through 14
Exhibit DD, pages 1 through 1

APPROVED AS TO FORM
August 4, 2009
ROBERT E. SHANNON, City Attorney
By Gary J. Anderson
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

ALLOCATION(s):	PRIOR AMOUNT:	\$0.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	INCREASE/DECREASE:	\$2,101,679.00
	TOTAL:	\$2,101,679.00

TERMS OF AGREEMENT:	Terms of Exhibits are as designated on each exhibit
From 04/01/2009 to 06/30/2011	

PURPOSE: To initiate the PY 2009-10 WIA subgrant and incorporate WIA Youth formula funding under GC 301.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)
April C. Eales

Name and Title
BOB HEIMSMEIER
CHIEF
WORKFORCE SERVICES DIVISION

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:

Gabrielle Long
Signature of EDD Accounting Officer

APPROVED FOR SUBGRANTEE (By Signature)
GJ Assistant City Manager

Name and Title
Patrick H. West
City Manager
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Reg. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance:

[Signature]
Signature of EDD Contract Officer

WIA
SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

Exhibit AA
Page 1 of 1

SUBGRANTEE NAME: CITY OF LONG BEACH

SUBGRANT NO: K074146
MODIFICATION NO: NEW

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-Y: YOUTH				
9610 10 WIA TITLE I YOUTH FORMULA (301) : 04/01/2009 to 06/30/2011 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$0.00	\$2,101,679.00	\$0.00	\$2,101,679.00
TOTAL TITLE I-Y	\$0.00	\$2,101,679.00	\$0.00	\$2,101,679.00
GRAND TOTAL:	\$0.00	\$2,101,679.00	\$0.00	\$2,101,679.00

All references are to the Workforce Investment Act of 1998, Title I, unless otherwise noted. For modifications purposes only. All other terms and conditions of this exhibit not included herein remain unchanged.

1. Compliance

In performance of this subgrant agreement, Subgrantee will fully comply with:

- a). The provisions of the Workforce Investment Act (WIA) and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
- b). All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIA.
- c). The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs
- d). Subgrantee will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIA. Subgrantee agrees to conform to the provisions of the WIA and the contract requirements as referenced in 29 CFR Part 95, Appendix A and 29 CFR, Part 97.36(i)(1-13).

This subgrant agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This subgrant agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Subgrantor and the Subgrantee. Subgrantee represents and warrants it is free to enter into and fully perform this subgrant agreement.

2. Certification/Assurances

Except as otherwise indicated, the following certifications apply to all Subgrantee's.

- a). Corporate Registration: The Subgrantee, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b). The Subgrantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C.12101 et seq.
- c). Sectarian Activities: The Subgrantee certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d). National Labor Relations Board: The Subgrantee (if not a public entity), by signing this subgrant agreement, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Subgrantee within the immediately preceding two-year period because of Subgrantee's failure to comply with an order of a federal court, which orders the Subgrantee to comply with an order of the National Labor Relations Board (PCC10296).
- e). Prior Findings: Subgrantee, by signing this subgrant agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- f). Drug-Free Workplace Certification: By signing this subgrant agreement the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - (1). Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - (2). Establish a Drug-Free Awareness Program as required to inform employees about:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;
 - any available counseling, rehabilitation and employee assistance programs; and,
 - penalties that may be imposed upon employees for drug abuse violations.
 - (3). Every employee who works on this subgrant agreement will:
 - receive a copy of the company's drug-free policy statement; and,
 - agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.
- g). Child Support Compliance Act: In accordance with the Child Support Compliance Act, the

Subgrantee recognizes and acknowledges:

- (1). The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
- h). Debarment and Suspension Certification: By signing this subgrant agreement, the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:
 - (1). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department or agency.
 - (2). Have not within a three-year period preceding this subgrant agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
 - (3). Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
 - (4). Have not within a three year period preceding this subgrant agreement had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Subgrantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

- i). Lobbying Restrictions: By signing this subgrant agreement the Subgrantee hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.
 - (1). No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (2). If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - (3). The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subgrant agreement transactions over \$100,000 (per OMB) at all tiers (including subgrant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
 - (4). This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

j). Priority Hiring Considerations:

If this subgrant includes services in excess of \$200,000, the Subgrantee shall give priority consideration in filling vacancies in positions funded by the subgrant to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code 10353.

k). Sweatfree Code of Conduct:

- 1). All Subgrantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other

than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subgrantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- 2). The Subgrantee agrees to cooperate fully in providing reasonable access to the subgrantees' records, documents, agents or employees, or premises if reasonably required by authorized officials of the Subgrantor, the Department of Industrial Relations, or the Department of Justice to determine the subgrantees' compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.
- 1). Unenforceable Provision: In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.

m). Nondiscrimination Clause

- 1). The conduct of the parties to this subgrant agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIA, Section 188.

- (a). As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I - financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements that grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- (b). This Subgrantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the subgrant agreement.
- (c). This Subgrantee agrees to conform to nondiscrimination provisions of the WIA and other federal nondiscrimination requirements referenced in 29 CFR, Part 37.

n). Indemnification:

- 1). The following provision applies only if the Subgrantee is a governmental entity:

Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

- 2). The following provision applies only if the Subgrantee is a non-governmental entity:

The Subgrantee agrees to the extent permitted by law, to indemnify, defend and save harmless the Subgrantor, its officers, agents and employees from any and all claims and

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losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subgrantee in the performance of this subgrant agreement.

Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subgrantee may be ineligible for award of future state subgrant agreements/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

o). Salary and Bonus Limitations:

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

p). Clean Air and Water Act:

For subgrants in excess of \$100,000, compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 {h}); Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR 15, revised as of July 1, 1989).

3. Standards of Conduct

The following standards apply to all Subgrantees.

- a). General Assurance: Every reasonable course of action will be taken by the Subgrantee in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This subgrant agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. Subgrantee agrees to conform to the nondiscrimination requirements as referenced in WIA, Section 188.
- b). Avoidance of Conflict of Economic Interest: An executive or employee of the Subgrantee, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subgrantee or Subgrantor: Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

4. Coordination

Subgrantee will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other programs under the WIA, including the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.

Subgrantee will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this subgrant agreement.

5. Subcontracting

- a). Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subgrantee will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b). The Subgrantee will maintain and adhere to an appropriate system, consistent with federal,

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state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.

- c). The system for awarding contracts will contain safeguards to insure that the Subgrantee does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. Insurance

Except for city and county governmental entities, Subgrantees must provide the Subgrantor evidence of the coverage specified in a, b, c and d below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.

- a). Subgrantee will obtain a fidelity bond in an amount of not less than _____, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subgrantee will immediately so notify the Subgrantor. In the event the bond is canceled or revised, the Subgrantor will make no further disbursements until it is assured that adequate coverage has been obtained.
- b). Subgrantee will provide general liability insurance with a combined limit of \$1,000,000 or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
- c). Subgrantee will provide broad form automobile liability coverage with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Subgrantee or its agents in performance of this subgrant agreement, or, in the event that the Subgrantee will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subgrantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
- d). Subgrantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Subgrantee and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for Worker's Compensation.
- e). The Subgrantor will be named as "Certificate Holder" of policies secured in compliance with paragraphs a-d above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in b and c above must contain the following clauses:
- (1). Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subgrantee to:

Employment Development Department
WIA - Financial Management Unit
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001
 - (2). State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
 - (3). The State of California is not responsible for payment of premiums or assessments on this policy

7. Resolution

A county, city, district or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this subgrant agreement. Preferably resolutions should authorize a designated position rather than a named individual.

8. Funding

It is mutually understood between the parties that this subgrant agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the subgrant agreement was executed after that determination was made.

This subgrant agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subgrant agreement for the purposes of this program and; (2) sufficient funds available to the state by the United States Government for the fiscal years covered by this subgrant agreement for the purposes of this program. In addition, this subgrant agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the

Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner.

- a). At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of this subgrant agreement will be immediately remitted to the Subgrantor, and no longer available to the Subgrantee.
- b). The Subgrantor retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subgrantee is given prompt notice and the opportunity for an informal review of the Subgrantor's decision. The Chief Deputy Director or his designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subgrantee or a Subcontractor of the Subgrantee to comply with the provisions of this subgrant agreement, or with the WIA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- c). The local Chief Elected Official (CEO) of a unit of general local government designated as a Local Workforce Investment Area (LWIA) shall be liable to the EDD for all funds not expended in accordance with WIA, and shall return to the EDD all of those funds. If there is more than one unit of general local government in a LWIA, the CEO(s) will be the individual(s) designated under an agreement executed by the CEO(s) of the local units of government. The CEO(s) designated under the agreement shall be liable to the EDD for all funds not expended in accordance with the WIA, and shall return to the EDD all of those funds.

9. Accounting and Cash Management

- a). Subgrantee will comply with controls, record keeping and fund accounting procedure requirements of WIA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subgrantee and disbursed by the Subgrantee, under this subgrant agreement.
- b). Subgrantee will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Subgrantor. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c). The Subgrantor retains the authority to adjust specific amounts of cash requested if the Subgrantor's records and subsequent verification with the Subgrantee indicate that the Subgrantee has an excessive amount of cash in its account.
- d). Income (including interest income) generated as a result of the receipt of WIA activities, will be utilized in accordance with policy and procedures established by the Subgrantor. Subgrantee will account for any such generated income separately.
- e). Subgrantee shall not be required to maintain a separate bank account but shall separately account for WIA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subgrantee for deposit in Subgrantee's bank account or city and county governmental bank accounts. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subgrantee. The Subgrantor will have a lien upon any balance of WIA funds in these accounts, which will take priority over all other liens or claims.

10. Amendments

This subgrant agreement may be unilaterally modified by the Subgrantor under the following circumstances:

- a). There is an increase or decrease in federal or state funding levels.
- b). A modification to the Subgrant is required in order to implement an adjustment to a Subgrantee's plan.
- c). Funds awarded to the Subgrantee have not been expended in accordance with the schedule included in the approved Subgrantee's plan. After consultation with the Subgrantee, the Subgrantor has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the Subgrantor.
- d). There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement.
- e). An amendment is required to change the Subgrantees' name as listed on this subgrant agreement. Upon receipt of legal documentation of the name change the state will process the amendment. Payment of invoices presented with a new name cannot be paid prior to

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approval of said amendment.

Except as provided above, this subgrant agreement may be amended only in writing by the mutual agreement of both parties.

11. Reporting

Subgrantee will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the Subgrantor. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

12. Termination

This subgrant agreement may be terminated in whole or in part for either of the two following circumstances:

- a). Termination for Convenience - Either the Subgrantor or the Subgrantee may request a termination, in whole or in part, for convenience. The Subgrantee will give a ninety- (90) calendar-day advance notice in writing to the Subgrantor. The Subgrantor will give a ninety (90) calendar-day advance notice in writing to the Subgrantee.
- b). Termination for Cause - The Subgrantor may terminate this subgrant agreement in whole or in part when it has determined that the Subgrantee has substantially violated a specific provision of the WIA regulations or implementing state legislation and corrective action has not been taken.

- (1). All notices of termination must be in writing and be delivered personally or by deposit in the U. S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U. S. Postal Service.

Notices to the Subgrantee will be addressed to:

Bryan S. Rogers
WIB Executive Director
3447 Atlantic Ave.
Long Beach, CA 90807

Notices to the Subgrantor will be addressed to:

Employment Development Department
Workforce Services Division
Financial Management Unit
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001

13. Records

- a). If participants are served under this subgrant agreement, the Subgrantee will establish a participant data system as prescribed by the Subgrantor.
- b). Subgrantee will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subgrantee will retain the records until the resolution of such litigation or audit. Refer to 29 CFR, Part 97.42(b)(2) or 29 CFR, Part 95.53(b)(1).
- c). The Subgrantor and/or the U. S. DOL, or their designee (refer to 29 CFR, Part 95.48(d) or 29 CFR Part 97.36(i)(10)) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, "access to" means that the Subgrantee shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subgrantee shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subgrantee's performance under the terms and conditions herein specified will be subject to an evaluation by the Subgrantor of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

14. Audits

- a). The Subgrantee will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements of OMB (single audit or program-specific audit requirement) Circular A-133 (29 CFR 97.26 and 29 CFR 95.26).

- b). The Subgrantee and/or auditors performing monitoring or audits of the Subgrantee or its sub-contracting service providers will immediately report to the Subgrantor any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIA, or its regulations.

15. Disallowed Costs

Except to the extent that the state determines it will assume liability, the Subgrantee will be liable for and will repay, to the Subgrantor, any amounts expended under this subgrant agreement found not to be in accordance with WIA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIA.

16. Conflicts

- a). Subgrantee will cooperate in the resolution of any conflict with the U. S. DOL that may occur from the activities funded under this agreement.
- b). In the event of a dispute between the Subgrantor and the Subgrantee over any part of this subgrant agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Subgrantor and the Subgrantee. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

17. Grievances and Complaint System

Subgrantee will establish and maintain a grievance and complaint procedure in compliance with the WIA, federal regulations and state statutes, regulations and policy.

18. Property

All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by the Subgrantee under this subgrant agreement, will be disposed of in accordance with the direction of the Subgrantor. In addition, any tools and/or equipment furnished to the Subgrantee by the Subgrantor and/or purchased by the Subgrantee with funds pursuant to this subgrant agreement will be limited to use within the activities outlined in this subgrant agreement and will remain the property of the United States Government and/or the Subgrantor. Upon termination of this subgrant agreement, Subgrantee will immediately return such tools and/or equipment to the Subgrantor or dispose of them in accordance with the direction of the Subgrantor.

19. Intellectual Property Provisions

a). Federal Funding

In any subgrant funded in whole or in part by the federal government, Subgrantor may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the subgrant, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

b). Ownership

- (1). Except where Subgrantor has agreed in a signed writing to accept a license, Subgrantor shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.
- (2). For the purposes of this subgrant agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Subgrantor, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- (a). For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they

are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

- (3). In the performance of this subgrant agreement, Subgrantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this subgrant agreement. In addition, under this subgrant agreement, Subgrantee may access and utilize certain of Subgrantor's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subgrantee shall not use any of Subgrantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Subgrantor. Except as otherwise set forth herein, neither the Subgrantee nor Subgrantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Subgrantee accesses any third-party Intellectual Property that is licensed to Subgrantor, Subgrantee agrees to abide by all license and confidentiality restrictions applicable to Subgrantor in the third-party's license agreement.
- (4). Subgrantee agrees to cooperate with Subgrantor in establishing or maintaining Subgrantor's exclusive rights in the Intellectual Property, and in assuring Subgrantor's sole rights against third parties with respect to the Intellectual Property. If the Subgrantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subgrantee shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph nineteen a) through nineteen i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Subgrantor all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or subgrantor and which result directly or indirectly from this subgrant agreement or any subcontract.
- (5). Pursuant to paragraph nineteen (b) (4) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Subgrantee to include all Intellectual Property Provisions of paragraph nineteen a) through nineteen i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 661.700-730.
- (6). Subgrantee further agrees to assist and cooperate with Subgrantor in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Subgrantor's Intellectual Property rights and interests.

c). Retained Rights / License Rights

- (1). Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement, Subgrantee shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this subgrant agreement. Subgrantee hereby grants to Subgrantor, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subgrantee's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant, unless Subgrantee assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2). Nothing in this provision shall restrict, limit, or otherwise prevent Subgrantee from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Subgrantee's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Subgrantor or third party, or result in a breach or default of any provisions of paragraph nineteen a) through nineteen i) or result in a breach of any provisions of law relating to confidentiality.

d). Copyright

- (1) Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of

Subgrantee in connection with Subgrantee's performance of this subgrant agreement shall be deemed "works made for hire." Subgrantee further agrees that the work of each person utilized by Subgrantee in connection with the performance of this subgrant agreement will be a "work made for hire," whether that person is an employee of Subgrantee or that person has entered into an agreement with Subgrantee to perform the work. Subgrantee shall enter into a written agreement with any such person that: (i) all work performed for Subgrantee shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to Subgrantor to any work product made, conceived, derived from or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. Refer to 29 CFR, Part 95, Appendix A 5 or Part 97.34.

- (2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this subgrant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from Subgrantor.

e). Patent Rights

With respect to inventions (refer to 29 CFR, 97.36(i)(8)) made by Subgrantee in the performance of this subgrant agreement, which did not result from research and development specifically included in the Subgrant's scope of work, Subgrantee hereby grants to Subgrantor a license as described under paragraph nineteen c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the subgrant agreement's scope of work, then Subgrantee agrees to assign to Subgrantor, without addition compensation, all its right, title and interest in and to such inventions and to assist Subgrantor in securing United States and foreign patents with respect thereto.

f). Third-Party Intellectual Property

Except as provided herein, Subgrantee agrees that its performance of this subgrant agreement shall not be dependent upon or include any Intellectual Property of Subgrantee or third party without first: (i) obtaining Subgrantor's prior written approval; and (ii) granting to or obtaining for Subgrantor's, without additional compensation, a license, as described in paragraph nineteen c), for any of Subgrantee's or third-party's Intellectual Property in existence prior to the effective date of this subgrant agreement. If such a license upon these terms is unattainable, and Subgrantor determines that the Intellectual Property should be included in or is required for Subgrantee's performance of this subgrant agreement, Subgrantee shall obtain a license under terms acceptable to Subgrantor.

g). Warranties

- (1). Subgrantee represents and warrants that:

- (a). It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.
- (b). Neither Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subgrantee.
- (c). Neither Subgrantee's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (d). It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
- (e). Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
- (f). It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to Subgrantor in this subgrant agreement.

- (g). It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this subgrant agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h). It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subgrantee's performance of this subgrant agreement.
- (2). SUBGRANTOR MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS SUBGRANT AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

h). Intellectual Property Indemnity

- (1). Subgrantee shall indemnify, defend and hold harmless Subgrantor and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Subgrantee is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subgrantee pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Subgrantor's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this subgrant agreement. Subgrantor reserves the right to participate in and/or control, at Subgrantee's expense, any such infringement action brought against Subgrantor.
- (2). Should any Intellectual Property licensed by the Subgrantee to Subgrantor under this subgrant agreement become the subject of an Intellectual Property infringement claim, Subgrantee will exercise its authority reasonably and in good faith to preserve Subgrantor's right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to Subgrantor. Subgrantor shall have the right to monitor and appear through its own counsel (at Subgrantee's expense) in any such claim or action. In the defense or settlement of the claim, Subgrantee may obtain the right for Subgrantor to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, Subgrantor may be entitled to a refund of all monies paid under this subgrant agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3). Subgrantee agrees that damages alone would be inadequate to compensate Subgrantor for breach of any term of these Intellectual Property provisions of paragraph nineteen a) through nineteen i) by Subgrantee. Subgrantee acknowledges Subgrantor would suffer irreparable harm in the event of such breach and agrees Subgrantor shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

i). Survival

The provisions set forth herein shall survive any termination or expiration of this subgrant agreement or any project schedule.

20. Confidentiality Requirements

The State of California and the Subgrantee will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications, program files, and information about specific clients receiving services. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment

Development Department, the California Department of Social Services, the California Department of Education, the California Department of Corrections, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, the Department of Alcohol and Drug Programs, and individuals requesting program services.

The Subgrantor and Subgrantee agree that:

- a). Each party shall keep all confidential information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b). Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c). The Subgrantee agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
 - i. Aggregate Summaries: All reports and/or publications developed by the Subgrantee based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - ii. Publication: Prior to publication, Subgrantee shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - iii. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d). Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or to the public.
- e). The Subgrantee shall notify Subgrantor's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information Security Incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subgrantee shall cooperate with the Subgrantor in any investigations of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

If the Subgrantee learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subgrantee must provide notification to individuals pursuant to Civil Code section 1798.82.
- f). The Subgrantee shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g). At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h). Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
- i). Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j). Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying

confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

- k). If the Subgrantor or Subgrantee enters into an agreement with a third party to provide WIA services, the Subgrantor or Subgrantee agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- l). The Subgrantee may, in its operation of the One-Stops, permit a One-Stop Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume-distribution services at the same time the individual enrolls in CalJOBS. Subgrantee shall ensure that all such subcontracts comply with the intellectual property requirements of paragraph 19 of this Subgrant, the confidentiality requirements of paragraph 20 of this Subgrant and any other terms of this Subgrant that may be applicable. In addition, the following requirements must be included in the subcontracts:
- (1) All client information submitted over the Internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the subgrantee, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with 29 Code of Federal Regulations 97.42, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. The subgrantee should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. (29 CFR sec. 97.42 (b)(2).)
 - (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
 - (3) A One-Stop client must still be given the option to use the One-Stop's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly, and immediately communicated to the client upon registration within the One-Stop or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the One-Stop Operator.
 - (4) The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the clients seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
 - (5) When the Subgrantor modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subgrantee. The Subgrantee shall be responsible to communicate such changes to the One-Stop Operator(s) in the local area.
- m). Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

FOR THE SUBGRANTOR

Name: Elizabeth J. Clingman
 Title: Section Manager
 Address: P.O. Box 826880, MIC 69
 Sacramento, CA 94280-0001
 Telephone: (916) 654-9699

WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

Exhibit BB
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SUBGRANT NO: K074146
MODIFICATION NO: NEW

Fax: (916) 654-9586

FOR THE SUBGRANTEE

Name: Bryan S. Rogers
Title: WIB Executive Director
Telephone: 562.570.3701
Fax: 562.570.3704

21. Signatures

This subgrant agreement is of no force and effect until signed by both of the parties hereto.
Subgrantee will not commence performance prior to the beginning of this subgrant agreement.

Revised October 2007

SUBGRANT NO: K074146
MODIFICATION NO: 00

EXHIBIT DD
Page 1 OF 1

SUBGRANTEE: CITY OF LONG BEACH
FUNDING SOURCE: WIA TITLE I YOUTH FORMULA 301

TERM OF THESE FUNDS: 04/01/2009 TO: 06/30/2011

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this action is to initiate this Local Workforce Investment Area's (LWIA) new Program Year (PY) 2009-10 Workforce Investment Act (WIA) Title I subgrant agreement and to incorporate WIA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this LWIA's entire Youth formula allocation for PY 2009-10. The term dates for these funds is April 1, 2009 to June 30, 2011.

The LWIA will operate the WIA program in accordance with the approved Workforce Investment Plan on file in the Workforce Services Division of the Employment Development Department, P.O. Box 826880, MIC 50, Sacramento, CA 92480-0001.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

EXHIBIT B Scope of Work

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, 2010.

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

Assistant City Manager

By:


Signature of Authorized Representative

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Name:

PATRICK H. WEST

Title:


CITY MANAGER

Dated:

April 5 2010

Approved:
GEOGRAPHIC SOLUTIONS

By:


Signature of Authorized Representative

Name:

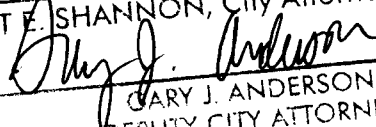
Deane Toler

Title:

Marketing Director

Dated:

1-25-10

APPROVED AS TO FORM
March 16, 2010
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><u>NO</u></p>
	<p>VODISCOVER ASSESSMENT MODULE: Detailed personal assessment, integrated ONET occupation codes linked to LMI data, training and available workforce services.</p>	<p><u>NO</u></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><u>NO</u></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><u>YES</u></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><u>YES</u></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><u>YES</u></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><u>YES</u></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><u>YES</u></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><u>YES</u></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><u>YES</u></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><u>YES</u></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>	<u>NO</u>
	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>	<u>NO</u>
	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>	<u>NO</u>
	ADVANCED FUND TRACKING MODULE: Ability to create and manage and track funds and establish provider contracts <i>Requires Basic Individual Fund Tracking Module</i>	<u>NO</u>
	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>	<u>NO</u>
	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>	<u>NO</u>
	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>	<u>NO</u>
	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>	<u>YES</u>
	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.	<u>YES</u>
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.	<u>YES</u>
	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.	<u>NO</u>
	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.	<u>YES</u>

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, 2010 – March 31,2010	January 1, 2010	\$25,758.50
April 1, 2010 – June 30, 2010	April 1, 2010	\$25,758.50
July 1, 2010 – September 31, 2010	July 1, 2010	\$25,758.50
October 1, 2010 – December 31, 2010	October 1, 2010	\$25,758.50