



1           1.4 City is willing to utilize Provider to provide electronic modules to  
2 effectively implement Service Integration at the One-Stop Centers;

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

5           **SECTION 1. DOCUMENT INCORPORATION.**

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

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

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

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

1 Provider shall provide electronic modules to effectively implement Service  
2 Integration at the One-Stop Centers.

3 **SECTION 2. TERM.**

4 The term of this Contract ("Term") shall be deemed to have commenced as  
5 of January 1, 2011 and unless sooner terminated pursuant to the provisions hereof, shall  
6 terminate on December 31, 2011. 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 and Fifty Thousand Dollars  
23 (\$150,000.00).

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 Pacific Gateway Workforce Investment Board (PGWIB), an unincorporated non-profit  
14 association. Provider shall not have any authority to bind the City or PGWIB at any time  
15 or for any purpose. Provider nor any of Provider's officers, employees or agents shall  
16 have any power or authority as agents or employees of the City or PGWIB and shall not  
17 be entitled to any of the rights, privileges or benefits of the City or PGWIB employee.

18 **SECTION 7. ASSIGNMENT.**

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

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

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

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

4 **SECTION 9. INSURANCE.**

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

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

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

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

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

1 Dollars (\$100,000) Accident Medical and Twenty-Five Thousand Dollars  
2 (\$25,000) Accidental Death and Dismemberment.

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

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

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

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

1 City policy.

2 **SECTION 10. NON-DISCRIMINATION.**

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

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

20 **SECTION 11. NOTICES.**

21 All notices required or given pursuant to the provisions hereof may be  
22 served either by: (1) enclosing the same in a sealed envelope addressed to the party  
23 intended to receive the same at the address indicated herein and deposited postage  
24 prepaid, in the U.S. Postal Service as certified mail, return receipt requested, or (2)  
25 personal service. Such notices shall be effective on the date personal service is effected  
26 or the date of the signature on the return receipt. For the purposes hereof, the address of  
27 the City and the proper party to receive any such notices in its behalf is the City Manager,  
28 City Hall, 333 West Ocean Boulevard, Long Beach, California 90802; and Provider's



1 address for service of any such notices shall be GEOGRAPHIC SOLUTIONS, INC., 1001  
2 Omaha Circle, Palm Harbor, FL 34683, Attention Deane Toler, Telephone (831) 757-  
3 4400, Fax. No. (831) 757-4401.

4 **SECTION 12. CONTRACT ADMINISTRATION.**

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

8 **SECTION 13. ENTIRE AGREEMENT.**

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

15 **SECTION 14. CAPTIONS AND ORGANIZATION.**

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

20 **SECTION 15. TAX REPORTING.**

21 As required by federal and state law, City is obligated to and will report the  
22 payment of compensation to Contractor on Form 1099-Misc. Contractor shall be solely  
23 responsible for payment of all federal and state taxes resulting from payments under this  
24 Agreement. Contractor shall submit Contractor's Employer Identification Number (EIN),  
25 or Contractor's Social Security Number if Contractor does not have an EIN, in writing to  
26 City's Accounts Payable, Department of Financial Management. Contractor  
27 acknowledges and agrees that City has no obligation to pay Contractor until Contractor  
28 provides one of these numbers.

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

**SECTION 16. AUTHORIZATION TO EXECUTE.**

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

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

GEOGRAPHIC SOLUTIONS, INC., a California corporation

Dated: 3/10/2011, 2011

By [Signature]

Title Marketing Director

Dated: 3/10/2011, 2011

By [Signature]

Title Marketing Assistant

"Provider"

CITY OF LONG BEACH, a municipal corporation

Dated: 4.4, 2011

By [Signature] Assistant City Manager  
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

The foregoing Contract is hereby approved as to form this 29<sup>th</sup> day of March, 2011.

ROBERT E. SHANNON, City Attorney

By [Signature] Deputy

# EXHIBIT A

Dist WIA 1/21

WIA SUBGRANT AGREEMENT

REGISTRATION NO K178608  
MODIFICATION NO 01  
SUBGRANTEE CODE LBC

CITY OF LONG BEACH

SUBGRANTOR	State of California Employment Development Dept Workforce Services Division P.O. Box 826880, MIC 69 Sacramento, CA 94280-0001
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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	Exhibit AA, pages 1 through 1
Title I-A (WIA TITLE I ADULT FORMULA)	Exhibit CC, pages 1 through 2
Title I-D (RAPID RESPONSE FOR RA&PGM)	Exhibit FF, pages 1 through 2
Title I-D (TITLE I DISLOCATED WORKER)	Exhibit EE, pages 1 through 2

ALLOCATION(S):	PRIOR AMOUNT: \$2,108,695.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL".	INCREASE/DECREASE: \$3,904,612.00
	TOTAL: \$6,013,307.00

TERMS OF AGREEMENT: From 04/01/2010 to 06/30/2012 Terms of Exhibits are as designated on each exhibit

PURPOSE: To incorporate and add WIA formula funding for PY 10-11 into grant codes 201, 202, 501, 502, 540 and 541.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)  Name and Title MICHAEL EVASHENK CHIEF WORKFORCE SERVICES DIVISION	APPROVED FOR SUBGRANTEE (By Signature) Unilateral modification Subgrantee Signature not required Name and Title  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. Atty Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance.  Signature of EDD Contract Officer
I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as, stated herein.  Signature of EDL Accounting Officer	

Budget item 7100 Fund 0869 Budgetary Attachment: YES  
Chapter 712 Statutes: 2010 FY 10/11

PPS

WIA  
SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit A  
Page 1 of 1

SUBGRANTEE NAME CITY OF LONG BEACH

SUBGRANT NO. K178669  
MODIFICATION NO. 01

II. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
<b>TITLE I-A: WIA-ADULT</b>				
96151 WIA TITLE I ADULT FORMULA (201) : 07/01/2010 to 06/30/2012 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$0.00	\$348,739.00	\$0.00	\$348,739.00
98281 WIA TITLE I ADULT FORMULA (202) : 10/01/2010 to 06/30/2012 Prog/Element 61/00 Ref 101 Fed Catlg 417258	\$0.00	\$1,660,438.00	\$0.00	\$1,660,438.00
TOTAL TITLE I-A	\$0.00	\$2,009,177.00	\$0.00	\$2,009,177.00
<b>TITLE I-D: WIA-DISLOCATED WORKERS</b>				
96211 RAPID RESPONSE FOR RA&PGM (540) : 07/01/2010 to 06/30/2011 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$0.00	\$61,458.00	\$0.00	\$61,458.00
98421 RAPID RESPONSE FOR RA&PGM (541) : 10/01/2010 to 06/30/2011 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$0.00	\$184,375.00	\$0.00	\$184,375.00
96201 TITLE I DISLOCATED WORKER (501) : 07/01/2010 to 06/30/2012 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$0.00	\$451,249.00	\$0.00	\$451,249.00
98211 TITLE I DISLOCATED WORKER (502) : 10/01/2010 to 06/30/2012 Prog/Element 61/00 Ref 101 Fed Catlg 417278	\$0.00	\$1,198,353.00	\$0.00	\$1,198,353.00
TOTAL TITLE I-D	\$0.00	\$1,895,435.00	\$0.00	\$1,895,435.00
<b>TITLE I-Y: YOUTH</b>				
96101 WIA TITLE I YOUTH FORMULA (301) : 04/01/2010 to 06/30/2012 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$2,108,695.00	\$0.00	\$0.00	\$2,108,695.00
TOTAL TITLE I-Y	\$2,108,695.00	\$0.00	\$0.00	\$2,108,695.00
<b>GRAND TOTAL:</b>	\$2,108,695.00	\$3,904,612.00	\$0.00	\$6,013,307.00

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.

EXHIBIT COVER SHEET

SUBGRANT NO K178660  
MODIFICATION NO 01

EXHIBIT CC  
Page 1 OF 2

SUBGRANTEE CITY OF LONG BEACH  
FUNDING SOURCE WIA TITLE I ADULT FORMULA 201

TERM OF THESE FUNDS 07/01/2010 TO 06/30/2012

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

These Workforce Investment Act (WIA) formula funds are being incorporated into your Program Year 2010-11 Subgrant Agreement to support the WIA Adult Program. The funds in grant code 201 consist of 1st round funding and are available for expenditures from July 1, 2010 through June 30, 2012. Second round funding is in grant code 202 and available for expenditures from October 1, 2010 through June 30, 2012. Adult funds are available for expenditures provided an approved plan is on file with the State of California.

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 COVER SHEET

SUBGRANT NO. K17866E  
MODIFICATION NO. 01

EXHIBIT CC  
Page 2 OF 2

SUBGRANTEE CITY OF LONG BEACH  
FUNDING SOURCE WIA TITLE I ADULT FOR 2 202

TERM OF THESE FUNDS 10/01/2010 TO 06/30/2012

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

These funds are being incorporated into your Program Year 2010-11 Subgrant Agreement to support the Workforce Investment Act (WIA) Adult Program. The funds in grant code 202 consist of second round funding and are available for expenditures from October 1, 2010 through June 30, 2012. First round funding is in grant code 201 and is available for expenditures from July 1, 2010 through June 30, 2012. Adult funds are available for expenditures provided an approved plan is on file with the State of California

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 COVER SHEET

SUBGRANT NO K178665  
MODIFICATION NO 01

EXHIBIT FF  
Page 1 OF 2

SUBGRANTEE CITY OF LONG BEACH  
FUNDING SOURCE WIA RAPID RESPONSE 540

TERM OF THESE FUNDS 07/01/2010 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

These Workforce Investment Act (WIA) 25 percent Rapid Response funds are being incorporated into your Program Year 2010-2011 Subgrant Agreement. The funds in grant code 540 consist of first round funding and are available for expenditures from July 1, 2010 through June 30, 2011. Second round funding is in grant code 541 and is available for expenditures from October 1, 2010 through June 30, 2011.

These "formula based" Rapid Response funds (see Information Notice WSIN09-74) must be used for the cost of required and allowable Rapid Response activities in response to layoffs, business closures, and natural disasters.

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 COVER SHEET

SUBGRANT NO. K178665  
MODIFICATION NO 01

EXHIBIT FF  
Page 2 OF 2

SUBGRANTEE CITY OF LONG BEACH  
FUNDING SOURCE WIA RAPID RESPONSE #1 541

TERM OF THESE FUNDS 10/01/2010 TO 06/30/2011

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| 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

These Workforce Investment Act (WIA) 25 percent Rapid Response funds are being incorporated into your Program Year 2010-2011 Subgrant Agreement. The funds in grant code 541 consist of second round funding and are available for expenditures from October 1, 2010 through June 30, 2011. First round of funding is in grant code 540 and is available for expenditures from July 1, 2010 through June 30, 2011.

These "formula based" Rapid Response funds (see Information Notice WSIN09-74) must be used for the cost of required and allowable Rapid Response activities in response to layoffs, business closures, and natural disasters.

-----  
| 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 COVER SHEET

SUBGRANT NO F178666  
MODIFICATION NO 01

EXHIBIT EE  
Page 1 OF 2

SUBGRANTEE CITY OF LONG BEACH  
FUNDING SOURCE WIA TITLE I DISLOCATED WR 501

TERM OF THESE FUNDS 07/01/2010 TO 06/30/2012

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

These funds are being incorporated into your Program Year 2010 2011 Subgrant Agreement to support the Workforce Investment Act (WIA) Dislocated Worker Program. The funds in grant code 501 consist of first round funding and are available for expenditures from July 1, 2010 through June 30, 2012. Second round funding is in grant code 502 and is available for expenditures from October 1, 2010 through June 30, 2012. Dislocated Worker funds are available for expenditures provided an approved plan is on file with the State of California.

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 COVER SHEET

SUBGRANT NO K178685  
MODIFICATION NO 01

EXHIBIT EE  
Page 1 OF 1

SUBGRANTEE CITY OF LONG BEACH  
FUNDING SOURCE WIA TITLE I DISLOCAT WR2 502

TERM OF THESE FUNDS 10/01/2010 TO 06/30/2012

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| 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

These funds are being incorporated into your Program Year 2010-2011 Subgrant Agreement to support the Workforce Investment Act (WIA) Program. The funds in grant code 502 consist of second round funding and are available for expenditure from October 1, 2010 through June 30, 2012. First round funding is in grant code 501 and is available for expenditure from July 1, 2010 through June 30, 2012. Dislocated Worker funds are available for expenditures provided an approved plan is on file with the State of California.

-----  
| 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**  
***Geographic Solutions***  
**Virtual OneStop<sup>®</sup> Subscription Agreement**

**TERMS AND CONDITIONS**

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

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

**1. DEFINITIONS.**

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

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

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

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

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

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

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

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

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

**1.4.2 MAJOR ENHANCEMENTS** means changes or additions to PROGRAM and related DOCUMENTATION that (1) have a value and utility separate from the use of the PROGRAM and DOCUMENTATION; (2) as a practical matter, may be priced and offered separately from the PROGRAM and DOCUMENTATION; and (3) are not made available to any of GEOGRAPHIC SOLUTIONS' customers without separate charge.

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

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

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

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

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

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

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

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

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

**1.14 STANDARD REPORTING PROCEDURE** is the reporting of ERRORS by the QUALIFIED PRIMARY CONTACT, to GEOGRAPHIC SOLUTIONS via fax at 727-786-5871 or E-mail to [techspt@geosolinc.com](mailto: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, 2011.

### 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](http://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.**

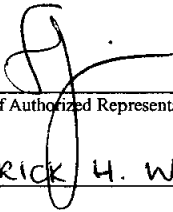
This Agreement may not be modified or amended except by a writing signed by both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall 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.**

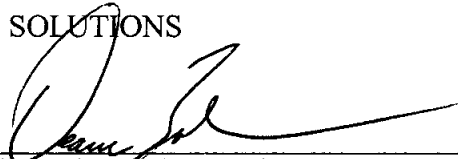
This Agreement contains the entire agreement of the parties and no representations, promises, agreements or understandings, written or oral, not contained herein shall be of any force or effect. It may not be changed orally, but only by a writing signed by both parties.

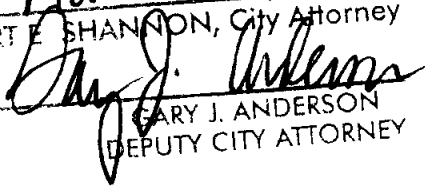
BY SIGNING BELOW, IT IS AGREED THAT THIS AGREEMENT, INCLUDING THE ACCOMPANYING TERMS AND CONDITIONS, AND ATTACHMENTS ADOPTED HEREUNDER, IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS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

Accepted:  
SUBSCRIBER

By:  Assistant City Manager  
Signature of Authorized Representative  
Name: PATRICK H. WEST EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.  
Title: CITY MANAGER  
Dated: 4.4.11

Approved:  
GEOGRAPHIC SOLUTIONS

By:   
Signature of Authorized Representative  
Name: Deane Toler  
Title: Marketing Director  
Dated: 3/14/11

APPROVED AS TO FORM  
March 29, 2011  
ROBERT E. SHANNON, City Attorney  
By:   
GARY J. ANDERSON  
DEPUTY CITY ATTORNEY

## ATTACHMENT 1

### SOFTWARE AND SERVICES ITEMS

<b>Virtual OneStop Software Modules*</b>	<b>Annual Subscription Fee Includes Hosting</b>
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	
<b>Total</b>	<b>\$103,034.00</b>

\*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	<b>CORE SERVICES FOR INDIVIDUALS MODULE:</b> 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)	YES
	<b>ADDITIONAL SERVICES FOR INDIVIDUALS MODULE:</b> 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>	YES
	<b>LABOR EXCHANGE FOR INDIVIDUALS MODULE:</b> 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>	YES
	<b>CORE ASSESSMENT MODULE:</b> 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>	YES
Employers	<b>CORE SERVICES FOR EMPLOYERS MODULE:</b> 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)	YES
	<b>ADDITIONAL SERVICES FOR EMPLOYERS MODULE:</b> 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>	YES
	<b>EMPLOYER LABOR EXCHANGE MODULE:</b> 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>	YES

Staff, Individuals and Employers	<b>WORKKEYS MODULE: Assessment Plan</b> (input of individual WorkKeys scores), <b>Career Services</b> (career explorer-Workplace skills, selection of appropriate occupations from scores), <b>Recruitment Services</b> (optional incorporation of WorkKeys scores in labor exchange). <b>My OneStop Profile</b> (assessment profile- workplace skills) <i>Requires Core Services for Individuals, Core Case Management Module and Core Assessment Module.</i>	<u>NO</u>
	<b>VOSDISCOVER ASSESSMENT MODULE:</b> Detailed personal assessment, integrated ONET occupation codes linked to LMI data, training and available workforce services.	<u>NO</u>
Providers, Staff, Individuals and Employers	<b>CONSUMER REPORTS MODULE: Education Services</b> (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.	<u>NO</u>
Individuals, Employers and Staff	<b>WORKFORCE INFORMATION MODULE: About Us, Contact Us, News and Events</b> (Latest news, Calendar of Events), <b>Download Forms, Frequently Asked Questions.</b>	<u>YES</u>
Staff	<b>CORE SERVICES FOR STAFF MANAGING INDIVIDUALS MODULE: Manage Individuals</b> (create an individual account, assist an individual), <b>Individuals My OneStop Profile</b> (personal profile, search history profile), <b>View Reports</b> (registered Individuals, feedback surveys).	<u>YES</u>
	<b>CORE SERVICES FOR STAFF MANAGING EMPLOYERS MODULE: Manage Employers</b> (create an employer account, assist an employer, employer system access rights), <b>Employers My Company Profile</b> (corporate profile, search history profile), <b>View Reports</b> (registered employers, feedback surveys).	<u>YES</u>
	<b>LABOR EXCHANGE FOR STAFF MODULE:</b> Staff-Assisted Labor Exchange for Individuals, Staff-Assisted Labor Exchange for Employers. <b>Manage Resumes</b> (Advanced Search, Advanced Search by Job Order), <b>Manage Job Orders</b> (job order verification, job order referrals, job order mass referrals, job order follow-up, job order referral results), <b>Manage Labor Exchange</b> ( create/modify job skill sets, automated referral notification and follow up), <b>View Reports</b> (resumes, enrolled individuals, job orders). <i>Requires Core Services for Staff Module.</i>	<u>YES</u>
	<b>SERVICE TRACKING MODULE:</b> Manual and Automated Tracking of Services, <b>Managing Individuals</b> (scheduled services, manage individual services) , <b>Case Management Profile</b> (Activities-Service Plan), <b>View Reports</b> (Activities, Services Provided Employers, Services Provided Individuals). <i>Requires Core Services for Staff Module.</i>	<u>YES</u>
	<b>CORE CASE MANAGEMENT MODULE: Case Management Profile</b> (Common Intake ,Case Assignment, Case Load, Case Notes, Activities, Programs, Individual Employment Plan (IEP), Objective Assessment Summary (OAS), Assessment Plan. <b>View Reports</b> (case load reports, predictive reports, Federal Reports). <i>Requires Core Services for Staff Module and Service Tracking Module .</i>	<u>YES</u>
	<b>WIA CASE MANGEMENT MODULE:</b> 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>	<u>YES</u>
	<b>WAGNER PEYSER CASE MANAGEMENT MODULE:</b> 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>	<u>YES</u>

	<b>GENERIC PROGRAM APPLICATION MODULE:</b> "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>	<b>NO</b>
	<b>TRADE ADJUSTMENT ASSISTANCE MODULE (TAA):</b> 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>	<b>NO</b>
	<b>STANDARD INDIVIDUAL FUND TRACKING MODULE:</b> 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>	<b>NO</b>
	<b>ADVANCED FUND TRACKING MODULE:</b> Ability to create and manage and track funds and establish provider contracts <i>Requires Basic Individual Fund Tracking Module</i>	<b>NO</b>
	<b>SUMMER YOUTH PROGRAM MODULE:</b> "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>	<b>NO</b>
	<b>TRAINING APPLICATION MODULE:</b> 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>	<b>NO</b>
	<b>WELFARE TRANSITION PROGRAM MODULE:</b> 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>	<b>NO</b>
	<b>SCANCARD MODULE:</b> 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>	<b>YES</b>
	<b>ATTENDANCE TRACKING MODULE:</b> 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.	<b>YES</b>
<b>Administrators</b>	<b>ADMINISTRATION SYSTEM:</b> 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.	<b>YES</b>
	<b>LMI DATA LOADER:</b> 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.	<b>NO</b>
	<b>WEB CONTENT MANAGEMENT MODULE:</b> 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.	<b>YES</b>



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

<b>Interfaces</b>		<b>Purchased</b>
<b>Individual, Employer, Staff, Labor Market Analyst</b>	<b>WEB INTERFACE</b> for users with average speed internet/intranet access.	<b>YES</b>
<b>Individual, Employer, Staff, Labor Market Analyst</b>	<b>TEXT INTERFACE</b> for users who want maximum performance.	<b>YES</b>
<b>Individual and Employer</b>	<b>SPANISH LANGUAGE INTERFACE:</b> Spanish Version of Services for Individuals and Employers.	<b>NO</b>
<b>Individual and Employer</b>	<b>VISUALLY IMPAIRED INTERFACE:</b> Version of Services for Individuals and Employers optimized for screen readers such as JAWS.	<b>NO</b>
<b>Individual</b>	<b>TOUCH SCREEN INTERFACE :</b> - 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>	<b>NO</b>

<b>Spider Level</b>		<b>Purchased</b>
<b>LEVEL I SPIDER*:</b> Internally posted jobs only.		<b>YES</b>
<b>LEVEL II SPIDER*:</b> 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.		<b>YES</b>
<b>LEVEL III SPIDER*:</b> 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).		<b>NO</b>
<b>LEVEL IV SPIDER*:</b> 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.		<b>NO</b>

**ATTACHMENT 2**

**PAYMENT PLAN**

<b>Service Dates</b>	<b>Payment Due Date</b>	<b>Amount</b>
January 1, 2010 – March 31,2010	January 1, 2011	\$25,758.50
April 1, 2010 – June 30, 2010	April 1, 2011	\$25,758.50
July 1, 2010 – September 31, 2010	July 1, 2011	\$25,758.50
October 1, 2010 – December 31, 2010	October 1, 2011	\$25,758.50