

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

AGREEMENT

30783

THIS AGREEMENT is made and entered, in duplicate, as of June 13, 2008, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on May 13, 2008 by and between GEOGRAPHIC SOLUTIONS INC., with a business office at 1001 Omaha Circle, Palm Harbor, Florida 34683 ("GEOGRAPHIC SOLUTIONS"), and the CITY OF LONG BEACH, DEPARTMENT OF COMMUNITY DEVELOPMENT, WORKFORCE DEVELOPMENT BUREAU, located at 3447 Atlantic Avenue, Long Beach, California 90807 ("SUBSCRIBER");

WHEREAS, SUBSCRIBER and GEOGRAPHIC SOLUTIONS entered into a Purchase Order Agreement (Virtual One Stop Subscription Agreement) on April 9, 2007, wherein GEOGRAPHIC SOLUTIONS agreed to provide SUBSCRIBER with an integrated data collection, customer tracking and job matching system at a price not to exceed \$78,000.00; and

WHEREAS, SUBSCRIBER and GEOGRAPHIC SOLUTIONS now desire to amend the purchase order to increase the amount of the agreement by \$39,716.00 for a total amount not to exceed \$117,716.00

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. GEOGRAPHIC SOLUTIONS shall continue to provide integrated data collection, customer tracking and a job matching system as described in the Purchase Order (Virtual One Stop Subscription Agreement), attached to this Agreement as Exhibit "A" and incorporated by this reference. SUBSCRIBER shall pay GEOGRAPHIC SOLUTIONS an amount not to exceed \$117,716.00. As of June 16, 2008, Contractor has already been paid approximately \$49,454.50. As a result, the total contract amount (not to exceed \$117,716.00) shall be reduced by actual accumulated payments made under the Purchase Order as of June 16, 2008.

1 2. This Agreement may be changed only by a written amendment executed
 2 by the authorized representative of the parties. No amendment or modification shall be
 3 made by course of performance, course of dealing or usage of trade. This Agreement
 4 shall be governed by the laws of the State of California, excluding those laws relating to
 5 conflicts of laws.

6 3. In the performance of this Agreement, Contractor shall not discriminate
 7 against any employee or applicant for employment because of race, religious creed,
 8 color, national origin, ancestry, physical handicap, medical condition, AIDS, HIV status,
 9 marital status, sexual preference, sex, or age.

10 4. The acceptance of services or the payment of money by City shall not
 11 operate as a waiver of any provision of this Agreement, or of any right to damages. The
 12 waiver of a breach shall not constitute a waiver of any other or subsequent breach.

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

15
 16
 17 JUNE 25, 2008

GEOGRAPHIC SOLUTIONS, INC.
 By [Signature]
MARKETING DIRECTOR
 (Title)

18
 19
 20
 21
 22 July 23, 2007/8

"Geographic Solutions"
 CITY OF LONG BEACH
 By [Signature] Assistant City Manager
 City Manager

"Subscriber"
 EXECUTED PURSUANT
 TO SECTION 301 OF
 THE CITY CHARTER.

This Agreement is approved as to form on July 8, 2008.

ROBERT E. SHANNON, City Attorney
 By [Signature] Deputy

2nd
Long Beach
Contract

Geographic Solutions Virtual One Stop Subscription Agreement

TERMS AND CONDITIONS

This Agreement is made between City of Long Beach, Department of Community Development, Workforce Development Bureau 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 ALMIS DATABASE is America's Labor Market Information System Database. The ALMIS 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 EXHIBIT A 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 EXHIBIT A.

2. EFFECTIVE DATE.

Upon execution by SUBSCRIBER and GEOGRAPHIC SOLUTIONS this Agreement shall become effective 12:01 A.M. January 1, 2007.

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 EXHIBIT A. 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 EXHIBIT A, 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 Maine 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: Greater Long Beach and Carson, Lomita, Torrance Workforce Investment Areas.

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 service any employers with jobs located in 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 EXHIBIT A, according to the payment plan set forth in EXHIBIT B.

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 may have an adequate remedy in money or damages. GEOGRAPHIC SOLUTIONS shall therefore be entitled to seek an injunction against such breach from any local 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 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 unauthorized 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, 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 negligently 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 data 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.

During the TERM of this Agreement, GEOGRAPHIC SOLUTIONS shall prorate SUBSCRIBER for each 24 hour period that the SUBSCRIBER is unable to access the PROGRAM, resulting from a GEOGRAPHIC SOLUTIONS ERROR, at a rate equal to the daily rate of service.

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 annual 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.

SUBSCRIBER acknowledges that any use of computers is subject to a likelihood of human and machine errors, and omissions. GEOGRAPHIC SOLUTIONS shall utilize quality assurance practices to identify and prevent errors and omissions in the delivery of the PROGRAM.

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.

12.1 GEOGRAPHIC SOLUTIONS shall maintain preventative practices/measures ensuring viruses and related data concerns are not transferred from the HOST SERVER or PROGRAM to the SUBSCRIBER.

12.2 GEOGRAPHIC SOLUTIONS shall ensure the confidentiality and security of all data. GEOGRAPHIC SOLUTIONS shall have no liability for accuracy or quality of data provided by the Subscriber or third parties.

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 EXHIBIT A. 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.

13.7 TRAINING. Training shall be offered via the world wide web to SUBSCRIBER staff at no additional cost prior to the launch of any MAJOR ENHANCEMENT.

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 caused by SUBSCRIBER, 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®, NetLib®, Graphics Server, Microsoft® Internet Information Server, Crystal Reports, Attachmate and Microsoft® SQL Server.

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

14. SUBSCRIBERS RESPONSIBILITIES.

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

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

15. PUBLICITY.

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

16. FORCE MAJEURE.

Either party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delay or non-performance is caused by an act of God or force majeure. An "Act of God" or "Force Majeure" is defined, for the purposes of this Agreement, as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts,

explosions, earthquakes, fire, storms, weather, acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of either party and which by the exercise of due diligence either party is unable, wholly or in part, to prevent or overcome.

17. ASSIGNMENT.

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

18. SEVERABILITY.

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

19. LEGAL ACTION.

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

20. NOTICES.

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

21. MODIFICATIONS AND WAIVERS.

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

22. ENTIRE AGREEMENT.

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

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

Accepted:
SUBSCRIBER

By: 
Signature of Authorized Representative

Name: Bryan Rogers

Title: Bureau Manager

Dated: 4/1/07

Approved:
GEOGRAPHIC SOLUTIONS

By: 
Signature of Authorized Representative

Name: Deane Toler

Title: Western Regional Manager

Dated: 4/3/07

EXHIBIT A

SOFTWARE AND SERVICES ITEMS

Software Components	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
Total	\$78,284.00*

Note

Additional costs will be incurred if data preparation or significant customization is required.
A complete list and a full description of the proposed modules and components is available upon request.

EXHIBIT B
PAYMENT PLAN

PAYMENT PLAN 1/1/07 – 12/31/07

Quarter Description	Fee
January - March	\$16,471.00
April - June	\$16,471.00
*July - September	\$19,571.00
*October - December	\$19,571.00

* Pricing is contingent upon whether Long Beach LWIA merges with C/L/T LWIA.

Geographic Solutions Virtual One-Stop Performance Schedule

Schedule

Quarterly Payment Cycle: two quarterly \$16,471.00 payments of and two quarterly payments of *\$19,571.00 totaling *\$78,284.00 per year

Full payment at each cycle shall be contingent upon the Deliverable Schedule (Table 1) below.

- Long Beach expects that 100% of all deliverables be in place and fully functional.
- Failure to perform one or more of the following deliverables in any feature category shall result in a discount for that payment cycle as listed in Table 1.
 - For example, if version 8.0 or a specific feature deliverable were not fully operational, for the Jan-March payment cycle, the amount due would be discounted by 5% or \$978.55 during that invoice cycle (quarter) and any additional quarters in which performance is not met thereafter.
- System or deliverable shortfalls during a payment cycle (quarter), resulting solely from Long Beach failure to perform will not delay or result in a reduction in payment.

Table 1. Deliverable Schedule

Feature Category	Version	Deliverables	Payment Impact
Swipe Card/Client Tracking	8.0	<ul style="list-style-type: none"> □ Fully operable/integrated card scan features (all automated tracking services, events, and reports). □ This shall include all features currently in place and those specified in section II. 1, of Geographic Solution's (GS) RFP proposal. □ Built in reporting features that automatically filter (query) and summarize distinct customers against manual and scanned activities for each of the demographic parameters listed in section II. 5 including providing services by individual by City Council District to the FTP site for City of Long Beach Access. 	10%
Case Management	8.0	<ul style="list-style-type: none"> □ Case Notes and staff assisted labor exchange. 	5%
Job Orders	8.0	<ul style="list-style-type: none"> □ All features specified in Section II.3, of GS's RFP proposal including those currently in place □ Automatically track and view applicants report by job. 	5%
Resume Matching	8.0	<ul style="list-style-type: none"> □ All features specified in Section II.4, of GS's RFP proposal including those currently in place □ View job applications by individual resume. 	5%
Reports	8.0	<ul style="list-style-type: none"> □ All features specified in Section II.5, of GS's RFP proposal including those listed above 	5%

Geographic Solutions
Virtual One Stop Subscription Agreement

ADDENDUM #2

This Addendum is made between 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.

1. MODIFICATIONS

The following modifications are to be performed in accordance with all contract stipulations (specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions by mutual action of the parties to the contract.)

A. GEOGRAPHIC SOLUTIONS shall provide SUBSCRIBER with the Wagner Peyser, WIA Case Management, and Generic Program modules listed in the table below:

Description	Annual Fee
<u>WAGNER PEYSER CASE MANAGEMENT MODULE:</u> Manage Profiling, Veteran Management, View Reports (enrolled individuals, 9002 A-E reports, VETS200, MIC, 9048, WP data validation file). Requires Core Case Management Module. Program will meet requirements for Wagner Peyser as defined by the State if California Employment Development Department.	\$24,750.00
<u>WIA CASE MANGEMENT MODULE:</u> 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). Program will meet requirements for WIA defined by the State if California Employment Development Department. <i>Requires Core Case Management Module</i>	
<u>GENERIC PROGRAM APPLICATION MODULE:</u> "Generic Program" set of applications (Eligibility Application, Enrollment Activities, Exit) for tracking locally funded programs. Integrates with Common Application in version 9. <i>Requires Core Case Management Module</i>	\$14,125.00

B. GEOGRAPHIC SOLUTIONS shall provide SUBSCRIBER with the Trade Adjustment Assistance (TAA), Case Management module described in the table below, From July 1, 2008 to June 30, 2009, at no charge.

Description	Annual Fee
<p>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></p> <p><i>*The desired approach will be to align TAA requirements within the WIA module (e.g. WIA Application, etc) contingent upon the JTA specifications released by ED; should this occur there will be no additional charge to incorporate TAA specifications for future years.</i></p>	<p>NO Charge from July 1, 2008 to June 30, 2009.</p> <p>*No additional charge</p>

C. GEOGRAPHIC SOLUTIONS shall provide support to SUBSCRIBER as needed to identify data required for specific reporting needs. The support shall include help utilizing the ad hoc query wizard, reviewing data tables, and accessing backup data from GEOGRAPHIC SOLUTIONS FTP site.

D. The modifications described in sections 1.A. above will be performed at a contract price increase of \$14,125 annually. Exhibit A of the Statement of Work has been modified to the following:

Software Components	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	
Generic Program Application Module	\$14,125.00

E. The Payment Schedule has been modified to the following:

Quarterly Payment Cycle: four (4) payments of \$29,289.00.

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)	YES
	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>	YES
	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>	YES
	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>	YES
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)	YES
	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>	YES
	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>	YES

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

	GENERIC PROGRAM APPLICATION MODULE: "Generic Program" set of applications (Eligibility Application, Enrollment Activities, Exit) with integration into IFT to assist in managing funds. <i>Requires Core Case Management Module</i>	YES
	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>	YES
	STANDARD INDIVIDUAL FUND TRACKING MODULE: Manage Participant Costs , Individual Account / Account Limits, Referrals to Providers, Vouchers to Providers/Vendors/Individuals and Payments to Vouchers. <i>Requires Core Case Management Module</i>	NO
	ADVANCED FUND TRACKING MODULE: Ability to create and manage and track funds and establish provider contracts <i>Requires Basic Individual Fund Tracking Module</i>	NO
	SUMMER YOUTH PROGRAM MODULE: "Summer Youth Program" set of applications (Eligibility Application, Individual and Mass Enrollment Activities, Exit, Reporting System) with integration into IFT to assist in managing funds. <i>Requires Core Case Management Module</i>	NO
	TRAINING APPLICATION MODULE: Allows individuals to complete training requirements, at which time staff confirms WIA eligibility. <i>Requires Core Case Management, Core Services for Individuals, and WIA Case Management Modules</i>	NO
	WELFARE TRANSITION PROGRAM MODULE: Application, Objective Assessment Summary, IEP, Calculation of required hours per week by number of work eligible people in the household and age of youngest child. Enrollment into countable work Activity. Ability to record participation hours in a timesheet. <i>Requires Core Case Management Module</i>	NO
	SCANCARD MODULE: Automated tracking of services and events using scan card readers. Addition of scan card id to registration, <i>Requires Service Tracking and Attendance Tracking Module.</i>	YES
	ATTENDANCE TRACKING MODULE: Provides manual or online registration of individuals for state and local events. Restrictions such as class size limits can be set. Allows staff to input and track the attendance of individuals at one-stop events.	YES
Administrators	ADMINISTRATION SYSTEM: Email Addresses, System Defaults, LMI Data Control, Administer a Staff Account, Create a Staff Account, Create Privilege Groups, Change Privilege Group Settings, Delete Privilege Groups, Administer Individuals, Administer Employers, Import/Export Data, Data Modification, Archive Records, Restore Records, Administer an Admin Account, Create an Admin Account, Individual /Employer Services.	YES
	LMI DATA LOADER: A web based utility that is specifically designed to import and export data to and from the Workforce Information Database (ALMIS). The tool validates all data entered, including checks for empty fields, referential integrity, and primary key violations. Rejected data can be exported to an external file.	NO
	WEB CONTENT MANAGEMENT MODULE: A user-friendly, what you see is what you get (WYSIWYG) integrated content management tool. The Content Publisher lets staff create articles, customize web pages, change images, and add, edit, and delete content displayed in many different areas within the system.	YES

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

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

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

LEVEL IV SPIDER*: Spidered jobs in selected area from all available national job boards, local job boards, Fortune 1000 corporations, local government sites, national recruiters, local recruiters, military branches sites, all hospitals, all non profits, chambers of commerce, all newspapers, web sites of all area employers.

NO


ENTIRE AGREEMENT.

This Addendum 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 ADDENDUM, 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

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

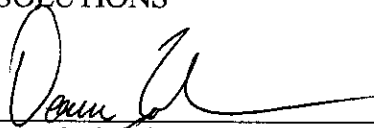
By:  Assistant City Manager
Signature of Authorized Representative

Name: Patrick H. West

Title: City Manager

Dated: July 23, 2008

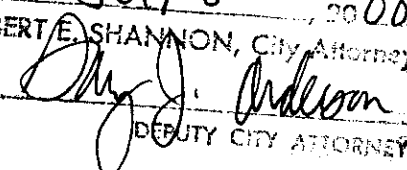
Approved:
GEOGRAPHIC SOLUTIONS

By: 
Signature of Authorized Representative

Name: Deane Toler

Title: Western Regional Manager

Dated: June 25, 2008

APPROVED AS TO FORM
July 8, 2008
ROBERT E. SHANNON, City Attorney
By: 
DEPUTY CITY ATTORNEY