

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 11/25/15

PURCHASING & FLEET SERVICES
Lisa Brandl Departmental Concurrence
 Lisa Brandl, Director

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

174



FROM: Economic Development Agency/Workforce Development Division

SUBMITTAL DATE:
 December 3, 2015

SUBJECT: Approval of Sole Source Procurement of Geographic Solutions' Virtual One-Stop Program Modules; Ratify and Approve Geographic Solutions Virtual One-Stop License Agreement for Program Year 2015/2016; All Districts, [\$248,058], Federal Workforce Innovation and Opportunity Act Funds 100%; CEQA Exempt

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA guidelines Section 15061(b)(3);
2. Approve the attached Sole Source Procurement Request for purchase of Geographic Solutions Virtual One-Stop (VOS) Program Modules from Geographic Solutions, Inc., for use by the Economic Development Agency/Workforce Development Division and its customers. Base year cost is \$124,029, with an option to renew for one year through fiscal year 2016/17 (\$124,029 option year 1) for a total aggregate contract amount of \$248,058;

(Continued)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Susana Garcia-Bocanegra 12/3/15
 Susana Garcia-Bocanegra

Robert Field
 Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 124,029	\$ 124,029	\$ 248,058	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: Federal Workforce Innovation and Opportunity Act Funds 100%
Budget Adjustment: No
For Fiscal Year: 2015/16-16/17

C.E.O. RECOMMENDATION: APPROVE
 BY: Rohini Dasika
 Rohini Dasika
 County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
Economic Development Agency/Workforce Development Division

FORM 11: Approval of Sole Source Procurement of Geographic Solutions' Virtual One-Stop Program Modules; Ratify and Approve Geographic Solutions Virtual One-Stop License Agreement for Program Year 2015/2016; All Districts,[\$248,058], Federal Workforce Innovation and Opportunity Act Funds 100%; CEQA Exempt

DATE: December 3, 2015

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

3. Ratify and Approve the attached Geographic Solutions Virtual One-Stop License Agreement (Agreement) between the County of Riverside by and through its Economic Development Agency/Workforce Development Division and Geographic Solutions, Inc. for a one year term with an option to renew for an additional year, not to exceed the annual amount of \$124,029, for a total contract amount of \$248,058;
4. Authorize the Assistant County Executive Officer/EDA or designee to execute the Agreement, and to take all necessary steps to implement the Agreement, including, but not limited to signing subsequent necessary and relevant documents, subject to approval by County Counsel; and
5. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual Consumer Price Index (CPI) rates, subject to approval as to form by County Counsel.

BACKGROUND:

Summary

On July 29, 2009, the County of Riverside Board of Supervisors approved the sole source procurement of Geographic Solutions, Inc. (Geographic Solutions) Virtual One-Stop (VOS) system, which had an automatic renewal through August, 2013. On August 20, 2013, under Agenda Item 3.24 the Board of Supervisors again approved the sole source procurement of Geographic Solutions VOS system, with an option to renew for an additional year.

Geographic Solutions' VOS system is a client and data management system that allows for tracking and capturing of specific data elements required by the state, as well as, tracking of local data specific to Riverside County Workforce Innovation and Opportunity Act (WIOA) participants and other grant sources. In 2011, the State of California Employment Development Department purchased a license through Geographic Solutions for a state-wide database that could interface with the local workforce area database. The State of California's goal was to provide local workforce areas connectivity to their state-wide database; thus eliminating duplicative data management systems in California.

The State of California Employment Development Department has encountered issues with local area alignment to the state-wide database. Riverside County has opted to follow other local areas in the best practice of procuring a separate data system, also through Geographic Solutions. This continues to be a viable tool to upload Riverside County data directly to the State and allows for local workforce area control of the data system.

The localized system is able to track documentation entries and development of Individual Employment Plans for each participant. Reliance on the state-wide database would eliminate this functionality. Also, the local system has the capability to query specific participant data which enables our local Workforce Development Board to identify workforce trends and set workforce priorities; while the state-wide database allows for only general and limited queries.

(Continued)

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
Economic Development Agency/Workforce Development Division

FORM 11: Approval of Sole Source Procurement of Geographic Solutions' Virtual One-Stop Program Modules; Ratify and Approve Geographic Solutions Virtual One-Stop License Agreement for Program Year 2015/2016; All Districts,[\$248,058], Federal Workforce Innovation and Opportunity Act Funds 100%; CEQA Exempt

DATE: December 3, 2015

PAGE: 3 of 3

BACKGROUND:

Summary (Continued)

The proposed annual cost would be \$124,029 with the option to renew for an additional year; for a total maximum contract price of \$248,058 for two years. Continuing with the license and service from Geographic Solutions is critical to successfully meeting the needs of our local area workforce area; meeting and exceeding performance levels; and continuing with exemplary leadership.

The proposed sole source procurement request and Geographic Solutions Virtual One-Stop License Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), common sense, general rule exemption. It can be seen with certainty that there is no possibility that the sole source procurement request and License Agreement may have a significant effect on the environment. The proposed action is for the purchase of software licensing and services which will have only financial effects and will not result in any direct or reasonably indirect physical environmental impacts. EDA/Workforce Development Division Staff will file a Notice of Exemption with the Clerk of the Board within 5 working days after the approval of the proposed License Agreement with Geographic Solutions.

Impact on Citizens and Businesses

This preferred client and data management system affords the local area the ability to capture specific data elements from the operation of the WIOA programs. Further, the system enables the County to monitor participant progress in each of our programs. This, in turn allows us to improve current programming or to enhance services to better meet the needs of participants and the businesses that potentially employ them. It facilitates reporting WIOA program data elements to policy decision makers, while assisting in tracking the progress of their constituents.

SUPPLEMENTAL:

Additional Fiscal Information

In FY 2015/2016 there will be \$124,029 in WIOA costs. In 2016/2017 there will be \$124,029 in WIOA costs, should the agreement be renewed. No county costs will be incurred and no budget adjustment is required.

Contract History and Price Reasonableness

Since 2009, the Riverside County Workforce Development Board (WDB) has supported and approved a yearly license agreement with Geographic Solutions. The above costs to the county are reasonable, as the regular cost of the system is \$146,687 per year. Geographic Solutions has extended a reduced annual cost, saving the County 15% per year. Staff recommends the County procure the license without a competitive bid because Geographic Solutions offers a proprietary solution meeting County and State requirements. Market research determined other providers to be inadequate; they did not meet the minimum business requirements to be considered for selection. County Counsel has approved the proposed License Agreement as to form.

ATTACHMENT:

License Agreement

Date: August 27, 2015
From: Mark Christiansen, Deputy Director Department: EDA/Workforce Division
To: Board of Supervisors/Purchasing Agent
Via: David Alvarez, EDA/Workforce, office number 951.955.3728
Subject: Sole Source Procurement; Request for Virtual One Stop License Agreement

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested:** Geographic Solutions Virtual One Stop (VOS) License Software Agreement
2. **Vendor ID:** 81665
3. **Supply/Service being requested:** Approval of the Agreement with Geographic Solutions to provide a Client Management System Virtual One Stop License Software Agreement in the amount of not to exceed \$248,058 and subject to additional renewal for the Workforce Development Division, All Districts in Program Year 2015/2016.
4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:** In 2011, the State of California Employment Development Department purchased a license agreement through Geographic Solutions for a CalJOBS database that could interface with the local workforce area database, known as Virtual One Stop (VOS) License Agreement. The state's goal was to provide California local workforce areas connectivity to CalJOBS; thereby eliminating duplicative data management systems in California. However, since going "live" in 2014, California has found data restrictions between CalJOBS database VOS system. Other local areas, including Riverside have opted to rely on a separate data system also through Geographic Solutions, which allows local control and data uploads to the State and allow local workforce area control. On July 29, 2009, the Board of Supervisors approved a sole source purchase of the Geographic Solutions, Inc. (Geographic Solutions) Virtual One Stop (VOS) system, which had an automatic renewal through August 2013. On August 20, 2013 Agenda Item 3.24 the Board once again approved the sole source Agreement with Geographic Solutions to provide Client Management Systems Virtual One Stop Software license Agreement in amount of \$125,856 with an option to renew for one additional year for a total aggregate of \$251,856 for the Workforce Development Division.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide** (if proprietary software or machinery, hardware, please provide a supporting letter from the manufacturer): Geographic Solutions Virtual One Stop (VOS) data management system allows for tracking and capturing of specific data elements required by the state, as well as, tracking of local data specific to Riverside County Workforce Innovation Investment Act (WIOA) participants and other grant sources. In 2011, the State of California Employment Development Department purchased a license through Geographic Solutions for CalJOBS; thereby eliminating duplicative data management systems in California. However, since going "live" in 2014, California has found data restrictions between CalJOBS align the VOS system. Other local areas, including Riverside have opted to rely on a separate data system also through Geographic Solutions, which allows local control and data uploads to the State and allow local workforce area control.

Description:	FY 15/16	FY 16/17	FY__	FY__	FY__	Total
One-time Costs:	\$124,029	\$124,029				\$248,058
<i>(Insert description)</i>	Agreement for 2015/2016	Optional 2nd year option				
Ongoing Costs:						
<i>(Insert description)</i>						
Total Costs						\$248,058

Note: Insert additional rows as needed

9. Price Reasonableness: *(Explain why this price is reasonable or cost effective, and if this service/commodity will be bid out in the future.)* On July 29, 2009, the Board of Supervisors approved a sole source purchase of the Geographic Solutions, Inc. (Geographic Solutions) Virtual One Stop (VOS) system, which had an automatic renewal through August 2013. On August 20, 2013, Agenda Item 3.24 the Board once again approved the Sole Source Agreement with Geographic Solutions to provide Client Management Systems Virtual One Stop Software license Agreement for the Workforce Development Division. Since 2009, the Riverside County Workforce Investment Board has supported and approved a yearly license with Geographic Solutions. Since inception, Geographic Solutions Virtual One Stop (VOS) data management system has allowed for tracking and capturing of specific data elements required by the State, as well as, tracking of local data specific to Riverside County Workforce Investment Act (WIA) participants, (now Workforce Innovation Opportunity Act, WIOA) and other grant sources. In 2011, the State of California Employment Development Department purchased a license through Geographic Solutions for a CalJOBS database that could interface with the local workforce area database, known as Virtual One Stop.

10. Projected Board of Supervisor Date (if applicable): December 15, 2015
(Form 11s must accompany the sole source request for Purchasing Agent approval.)



Robert Field

Print Name

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$248,058 One time Annual Amount through June 30, 2017
 (Date)



11/30/15

16-401

Purchasing Agent

Date

Approval Number

(Reference on Purchasing Documents)

Geographic Solutions
Virtual OneStop[®] License Agreement



Trademarks and Acknowledgements:

Virtual OneStop® and *Virtual LMI®* are trademarks of Geographic Solutions, Inc. Other products or services are property of their respective owners.



VIRTUAL ONESTOP® END-USER SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is made by and between GEOGRAPHIC SOLUTIONS, INC., a Florida corporation, with offices at 1001 Omaha Circle, Palm Harbor, Florida 34683 (“GEOGRAPHIC SOLUTIONS”) and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Economic Development Agency/Workforce Development Division(COUNTY) with offices at 1325 Spruce Street, Suite 110, Riverside, California 92507 (“LICENSEE”)(collectively, the “PARTIES”).

WITNESSETH:

WHEREAS, GEOGRAPHIC SOLUTIONS is the owner of, or has acquired rights to, certain Software and Documentation known as the PROGRAM which is the subject of this License Agreement (the “PROGRAM”);

WHEREAS, LICENSEE desires access and use of the PROGRAM; and

WHEREAS, GEOGRAPHIC SOLUTIONS desires to grant to LICENSEE and LICENSEE desires to obtain from GEOGRAPHIC SOLUTIONS a non-exclusive limited right to access and use the PROGRAM and related documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise 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 DELIVERY. A PROGRAM module will be considered to be DELIVERED to LICENSEE when it is made available to LICENSEE via the World Wide Web and LICENSEE is able to access such program.

1.2 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 LICENSEE under separate agreement with GEOGRAPHIC SOLUTIONS.

- 1.3 ENHANCEMENTS** shall mean changes or additions, other than MAINTENANCE MODIFICATIONS, to PROGRAM 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 BASIC ENHANCEMENTS** mean any ENHANCEMENTS that are not MAJOR ENHANCEMENTS.
- 1.5 MAJOR ENHANCEMENTS** means changes or additions to the 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 GEOGRAPHIC SOLUTIONS' customers without separate charge.
- 1.6 ERROR** is a statement or omission in the PROGRAM that causes or results in a departure from the PROGRAM'S specifications.
- 1.7 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 substantially within its specifications, procedure, or routine.
- 1.8 HOST SERVERS** are the specific servers that are the property of GEOGRAPHIC SOLUTIONS. These GEOGRAPHIC SOLUTIONS servers will be accessible to the public and staff of LICENSEE via the Internet.
- 1.9 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.
- 1.10 PROGRAM** is privately funded restricted 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.
- 1.11 PROGRAM ACTIVATION DATE** is the earliest date that the PROGRAM is available to the LICENSEE via the World Wide Web.
- 1.12 QUALIFIED PRIMARY CONTACT** means the individual designated by LICENSEE

for all technical support communications with GEOGRAPHIC SOLUTIONS. LICENSEE'S designee shall be an experienced and trained user. All updates and shipments will be sent to the designee for distribution.

1.13REGULAR BUSINESS HOURS are between 8.00 a.m. and 5.00 p.m. Eastern Time, Monday through Friday, excluding regularly scheduled national and business holidays.

1.14RELEASE is a new version of the PROGRAM, which may include MAINTENANCE MODIFICATIONS, ERROR CORRECTIONS, and/or ENHANCEMENTS.

1.15SERVICE AREA is the limited region in which the PROGRAM will be used to provide services to the residents of that specific area.

1.16STANDARD 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.

1.17LICENSEE is the entity so identified above and or any wholly owned subsidiary thereof that shall be established for the principal purpose of licensing the PROGRAM.

1.18LICENSE FEES. As consideration for the LICENSE granted herein, LICENSEE agrees to pay the fees for the PROGRAM as set forth in Exhibit "A".

1.19USER TYPE is the population of individuals which the PROGRAM will provide services to.

1.20WORKFORCE INFORMATION DATABASE is a centralized database developed to support states' efforts to develop and maintain a comprehensive labor market and occupational information system.

2. **ACCEPTANCE.** A PROGRAM module will be deemed to be accepted by LICENSEE when: (a) an authorized representative of the LICENSEE signs a GEOGRAPHIC SOLUTIONS acceptance certificate stating that the PROGRAM module has been accepted; or (b) the PROGRAM module has been installed and is accessible by LICENSEE and has been operating on the HOST SERVERS without a significant reported and reproducible ERROR for a period of fifteen (15) calendar days. Acceptance by LICENSEE shall not be unreasonably withheld.
3. **LICENSE GRANT.** For the Term of this Agreement and in consideration of the payment of the LICENSE FEES set forth herein, GEOGRAPHIC SOLUTIONS hereby grants to LICENSEE a limited, non-exclusive, nontransferable and nonassignable license to use the package of computer and related materials identified in Exhibit "A" for the SERVICE AREA and USER TYPE. The computer and related materials identified in Exhibit "A" shall constitute the PROGRAM.
4. **SCOPE OF LICENSE.** LICENSEE may use the PROGRAM and DOCUMENTATION for servicing the needs of its business only and is authorized to use, access and display the

PROGRAM and DOCUMENTATION on any computer that LICENSEE uses within the scope of its business, including accessing the PROGRAM and DOCUMENTATION via an internet or intranet computer. The grant of this license shall not transfer or vest LICENSEE with any intellectual property rights in and to the PROGRAM and DOCUMENTATION. All rights to the PROGRAM and DOCUMENTATION shall remain the exclusive right of GEOGRAPHIC SOLUTIONS.

5. **SERVICE AREA.** The SERVICE AREA for this Agreement is Riverside County, California.
6. **USER TYPE.** The USER TYPE for this Agreement is residents and employers in the SERVICE AREA and the staff providing them workforce development and labor market information services. 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 allow employers to post jobs within the SERVICE AREA.
7. **INSTALLATION.** GEOGRAPHIC SOLUTIONS will install the PROGRAM on the HOST SERVERS. 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.
8. **EFFECTIVE DATE** This Agreement shall become effective as of June 1, 2015 upon approval of this Agreement by Licensee's Board of Supervisors and execution by the Assistant County Executive Officer/EDA or designee.
9. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for twelve (12) months from the EFFECTIVE DATE as defined herein ("term" or "Term") with one (1) option to renew for an additional twelve (12) month period ("Extended Term") exercisable in writing by LICENSEE only, at LICENSEE'S discretion, provided that at the time of such option to renew LICENSEE is not in default of any provision of this Agreement. Either party may terminate any subsequent Extended Term by providing a signed written notice of termination that is received by the other party at least thirty (30) calendar days before the right to renew any Extended Term.
10. **TERMINATION.** LICENSEE may terminate this Agreement at any time without cause by providing GEOGRAPHIC SOLUTIONS written notice of termination with prorated payment of all LICENSE FEES set forth in Exhibit "A" based on the actual number of days the Agreement was in effect prior to termination. After Agreement termination, LICENSEE shall make payment only for GEOGRAPHIC SOLUTIONS work performed up to the date of termination. GEOGRAPHIC SOLUTIONS may, at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use under this Agreement, if LICENSEE fails to timely pay all LICENSE FEES under this Agreement or under any other agreement with

GEOGRAPHIC SOLUTIONS. GEOGRAPHIC SOLUTIONS may at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use if LICENSEE fails to fulfill its obligations under this Agreement or under any other agreement with GEOGRAPHIC SOLUTIONS. Upon such termination by GEOGRAPHIC SOLUTIONS, LICENSEE agrees to return to GEOGRAPHIC SOLUTIONS the PROGRAM and all copies and portions thereof. This Agreement and all services will be terminated immediately upon the modification of the PROGRAM by LICENSEE, or any party other than direct employees of GEOGRAPHIC SOLUTIONS, unless a specific waiver for such activity is granted in advance, in writing, by GEOGRAPHIC SOLUTIONS. All termination by GEOGRAPHIC SOLUTIONS set forth in this section shall be exercised in writing to LICENSEE.

11. THIRD PARTY DATABASE. The PROGRAM may access a database of businesses. The database of businesses is available through a master agreement between the Iowa Department of Labor and Infogroup, Inc. Use of the information from the database beyond that associated with the PROGRAM is prohibited without prior written consent from Infogroup, Inc. LICENSEE shall not resell or duplicate the information contained in the Infogroup, Inc. database. LICENSEE'S authorized use of the Infogroup, Inc. database ceases upon termination or expiration of this Agreement.

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

13. HIRING. LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS will provide a valuable service by identifying and assigning personnel to LICENSEE. LICENSEE further acknowledges that LICENSEE would receive substantial additional value, and GEOGRAPHIC SOLUTIONS would be deprived of the benefits of its work force, if LICENSEE were to directly hire GEOGRAPHIC SOLUTIONS' personnel after they have been introduced to LICENSEE by GEOGRAPHIC SOLUTIONS. Without the prior written consent of GEOGRAPHIC SOLUTIONS, LICENSEE shall not recruit or hire any personnel of GEOGRAPHIC SOLUTIONS who are or have been assigned to perform work for LICENSEE, without the prior written consent of GEOGRAPHIC SOLUTIONS, for a period of one (1) year after termination of this Agreement.

14. PROGRAM ACTIVATION. Upon execution of this Agreement by both parties, GEOGRAPHIC SOLUTIONS will create the PROGRAM and DOCUMENTATION for LICENSEE and make the PROGRAM and DOCUMENTATION available for access by LICENSEE on the World Wide Web.

15. FEES AND PAYMENT. LICENSEE shall pay during the term the LICENSE FEES and other associated fees identified in Exhibit "A" pursuant to the payment plan identified in Exhibit "B", in the total maximum amount not to exceed \$124,029.00, including all expenses, for the PROGRAM LICENSEE services provided pursuant to this Agreement. During the Extended Term, if any, LICENSEE shall pay a total maximum amount not to exceed \$124,029.00, including expenses, for the Program and LICENSEE services provided pursuant to this Agreement. LICENSEE shall be responsible for paying all sales, use, excise, value-added, or other tax or governmental charges imposed on the use of the PROGRAM or DOCUMENTATION hereunder. LICENSEE'S failure to pay the full balance of LICENSE FEES within thirty (30) days from the date in which such fees are due shall give rise to GEOGRAPHIC'S SOLUTIONS' termination rights under Section 10 of this Agreement.

15.1 If this agreement is terminated for cause, GEOGRAPHIC SOLUTIONS shall be entitled to payment for services up to the point of termination and GEOGRAPHIC SOLUTIONS shall promptly refund any payment for services that have not been provided to LICENSEE on request; or at its option LICENSEE may offset the amount from any payment due to GEOGRAPHIC SOLUTIONS.

15.2 LICENSEE'S obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of LICENSEE funding from which payment can be made. No legal liability on the part of the LICENSEE shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, LICENSEE shall immediately notify GEOGRAPHIC SOLUTIONS in writing, and this Agreement shall be deemed terminated and have no further force and effect.

15.3 In accordance with California Government Code Section 926.10, LICENSEE is not allowed to pay excess interest and late charges.

16. 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:

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

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

16.3E-MAIL SUPPORT. GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority E-mail support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

16.4ONLINE SUPPORT. GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority online support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance via the GEOGRAPHIC SOLUTIONS Online Project Communication web site.

16.5ERROR CORRECTION. GEOGRAPHIC SOLUTIONS shall correct verifiable and reproducible over the Internet 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.

16.6RELEASES. GEOGRAPHIC SOLUTIONS will periodically issue new RELEASES to the PROGRAM, containing ERROR CORRECTIONS and/or ENHANCEMENTS, to LICENSEES who have Maintenance Agreements in effect. GEOGRAPHIC SOLUTIONS shall provide LICENSEE with one (1) copy of each new RELEASE for each copy of the PROGRAM covered by a Maintenance Agreement, without additional charge. GEOGRAPHIC SOLUTIONS shall provide reasonable assistance to help LICENSEE install and operate each new RELEASE. RELEASES are cumulative, therefore LICENSEE is required to install each new RELEASE as it becomes available.

16.7DIGITAL MAP CHANGES. GEOGRAPHIC SOLUTIONS agrees to perform minor modifications to the digital maps in the PROGRAM to incorporate geographic boundary changes. GEOGRAPHIC SOLUTIONS will designate modifications resulting from boundary changes as minor or major, depending on its reasonable assessment of the development that is required. By way of example, but not by way of limitation, a realignment of a Workforce Development Area definition may be considered a minor change and the introduction of a new geographic layer considered a major change.

16.8CODE CHANGES RESULTING FROM WID DATABASE STRUCTURE CHANGES. GEOGRAPHIC SOLUTIONS agrees to perform minor modifications to the PROGRAM to incorporate changes that result from revisions to tables in the WID DATABASE structure on which the PROGRAM operates. WID DATABASE changes must be defined in writing by the U.S. Department of Labor, Employment and Training Administration. GEOGRAPHIC SOLUTIONS in its reasonable discretion will designate modifications resulting from WID DATABASE changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a change in a field name may be considered a minor change and the introduction of a new WID DATABASE table structure may be considered a major change.

All such error corrections, bug fixes, patches, updates, New Releases, or other modifications shall be the sole property of GEOGRAPHIC SOLUTIONS.

17. SUPPORT RESPONSE AND RESOLUTION TIME.

17.1.SUPPORT RESPONSE TIME. GEOGRAPHIC SOLUTIONS will take action on any support issue raised by LICENSEE 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.

17.2.SUPPORT RESOLUTION TIME. The support resolution time required for GEOGRAPHIC SOLUTIONS to answer a question or resolve a problem raised by LICENSEE will vary considerably depending on the type of problem; provided, however GEOGRAPHIC SOLUTIONS shall use good faith effort to answer a question and/or resolve a problem that materially impairs the performance of the Program raised by LICENSEE within 48 hours of receiving notice of such question or 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, resolution may take longer.

18. MAJOR ENHANCEMENTS. GEOGRAPHIC SOLUTIONS may, from time to time, make available major ENHANCEMENTS to LICENSEE for an additional charge.

19. ADDITIONAL ENHANCEMENTS. LICENSEE may, from time to time, request that GEOGRAPHIC SOLUTIONS incorporate certain features, enhancements or modifications into the PROGRAM. GEOGRAPHIC SOLUTIONS may, in its reasonable discretion, undertake to incorporate such changes and distribute the PROGRAM so modified to LICENSEE.

20. BACK LEVEL SUPPORT. If LICENSEE fails to install any RELEASE, GEOGRAPHIC SOLUTIONS will provide support and maintain previous versions and RELEASES of the PROGRAM for a period not to exceed 45 days from the date RELEASE is made available to LICENSEE.

21. EXCEPTIONS. The following matters are not covered by this agreement:

21.1.Any problem resulting from the misuse, intentional improper use, intentional alteration, or intentional damage of the PROGRAM;

21.2.Any problem caused by modifications in any version of the PROGRAM not authorized by GEOGRAPHIC SOLUTIONS;

- 21.3.** Any problem resulting from programming software (not installed by GEOGRAPHIC SOLUTIONS) other than the PROGRAM;
- 21.4.** Any problem caused by, or issues associated with third-party software utilities, operating systems and database software that may be utilized by the Program. This includes, but is not limited to, MapObjectsLT®, ASPEmail®, Polarspellchecker®, CKEditor®, Corda PopChart®, Corda Highwire®, Infragistics®, Sovren Resume Parser®, Visifire®, Dotimage®, Web TWAIN®, Microsoft® Internet Information Server®, Microsoft Silverlight®, Adobe Flash®, Adobe Acrobat® and Microsoft SQL Server®;
- 21.5.** 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. 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;
- 21.6.** LICENSEE will be required to pay GEOGRAPHIC SOLUTIONS normal charges and expenses for time or other resources provided by GEOGRAPHIC SOLUTIONS to diagnose or attempt to correct matters not covered by this Agreement pursuant to the schedule attached hereto as Exhibit "A.". In addition, LICENSEE is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the PROGRAM and to obtain maintenance and support services from GEOGRAPHIC SOLUTIONS.
- 22. HOSTING SERVICES.** During the Term of this Agreement, including any Extended Term, GEOGRAPHIC SOLUTIONS shall provide hosting services for the PROGRAM to provide Internet accessibility. This service includes the provision of the equipment, facilities, hardware, software and services outlined in EXHIBIT C. GEOGRAPHIC SOLUTIONS reserves the right to modify, alter, improve, or change the equipment, facilities and hardware outlined in EXHIBIT C at any time, upon prior written notice to LICENSEE.

23. LICENSEE'S OBLIGATION

23.1 Cooperation. LICENSEE agrees to use STANDARD REPORTING PROCEDURES to promptly notify GEOGRAPHIC SOLUTIONS following the discovery of any ERROR. Further, upon discovery of an ERROR, LICENSEE 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.

23.2 Qualified Primary Contact. LICENSEE shall designate the QUALIFIED PRIMARY CONTACT. It is recommended that the QUALIFIED PRIMARY CONTACT obtain the GEOGRAPHIC SOLUTIONS' Software Administrator

Training. 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. LICENSEE may change the QUALIFIED PRIMARY CONTACT by providing prior written notice to GEOGRAPHIC SOLUTIONS.

24. PROTECTION OF SOFTWARE

24.1 *Proprietary Notices.* LICENSEE will respect and not remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any PROGRAM, DOCUMENTATION, or any other output generated by the PROGRAM.

24.2 *No Reverse Engineering.* LICENSEE agrees not to modify, reverse engineer, disassemble, or decompile the PROGRAM, or any other output generated by the PROGRAM

24.3 *Ownership.* LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS is the sole and exclusive owner of the PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions, and all intellectual property rights therein. LICENSEE shall not have any right, title, or interest to any PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions. LICENSEE shall secure and protect all PROGRAM, DOCUMENTATION, ENHANCEMENT, ERROR CORRECTION, and MAINTENANCE MODIFICATION, including all modifications, updates and revisions consistent with the maintenance of GEOGRAPHIC SOLUTIONS' proprietary rights therein. Any data or information input into the PROGRAM by or on behalf of the LICENSEE during the Term or Extended Term will become the property of the LICENSEE and will be treated as confidential by GEOGRAPHIC SOLUTIONS. All other data displayed in the system, unless otherwise noted, is the sole property of GEOGRAPHIC SOLUTIONS and is protected under U.S. copyright law.

25. CONFIDENTIALITY

25.1 *Acknowledgement.* LICENSEE hereby acknowledges and agrees that the PROGRAM and DOCUMENTATION, including all modifications, updates and revisions, constitute and contain valuable proprietary products and trade secrets of GEOGRAPHIC SOLUTIONS, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, LICENSEE shall treat (and take precautions to ensure that its employees treat) the PROGRAM and DOCUMENTATION, including all modifications, updates and revisions, as confidential in accordance with the confidentiality requirements and conditions set forth below, to the extent not prohibited by the California Public Records Act (California Government Code Section 6250 et. seq.) or other applicable laws.

25.2. Maintenance of Confidential Information. To the extent not prohibited by the California Public Records Act or other applicable law, LICENSEE shall not, at any time, disclose or disseminate any confidential information to any person, firm or organization that does not need to obtain access thereto in connection with LICENSEE'S exercise of its rights under this Agreement. To the extent not prohibited by the California Public Records Act or other applicable laws, LICENSEE shall not disclose confidential information to any employee or agent of LICENSEE who does not need to obtain access thereto in connection with LICENSEE'S exercise of its rights under this Agreement. To the extent not prohibited by the California Public Records Act or other applicable laws, each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use of disclosure to other non- parties to this Agreement of such confidential information as can be established to: (1) have been known publicly; (2) have been known generally in the industry before communication by the disclosing party to the recipient; (3) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (4) have been known otherwise by the recipient before communication by the disclosing party; or (5) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information. GEOGRAPHIC SOLUTIONS acknowledges and agrees that LICENSEE is subject to and shall comply with the terms and provisions of the California Public Records Act and other applicable laws relating to Licensee's disclosure of public records.

25.3. Injunctive Relief. LICENSEE acknowledges that the unauthorized use, transfer or disclosure of the PROGRAM, DOCUMENTATION, data and all modifications, updates and revisions, or copies thereof will: (1) substantially diminish the value to GEOGRAPHIC SOLUTIONS of the trade secrets and other proprietary interests that are the subject of this Agreement; (2) render GEOGRAPHIC SOLUTIONS' remedy at law for such unauthorized use, disclosure or transfer inadequate; and (3) cause irreparable injury in a short period of time. Except in the event of disclosure pursuant to the California Public Records Act or other applicable laws. If LICENSEE breaches any of its obligations with respect to the use or confidentiality of the PROGRAM, DOCUMENTATION, data and all modifications, updates and revisions, GEOGRAPHIC SOLUTIONS shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

26. WARRANTIES

26.1. Limited Warranty. GEOGRAPHIC SOLUTIONS represents and warrants to LICENSEE that from the date of ACCEPTANCE of the PROGRAM (referred to as

the "WARRANTY PERIOD"), the PROGRAM when properly used by LICENSEE, will perform substantially to the PROGRAM'S functional specifications. During the WARRANTY PERIOD, 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 LICENSEE. However, GEOGRAPHIC SOLUTIONS, is not obligated to correct, cure, or otherwise remedy any ERROR in the PROGRAM if (1) LICENSEE has performed any maintenance or modifications to the PROGRAM without GEOGRAPHIC SOLUTIONS' express prior written authorization; (2) the 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 discovery. 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. GEOGRAPHIC SOLUTIONS is not responsible for obsolescence of the PROGRAM that may result from changes in LICENSEE'S requirements.

26.2. Third party data. LICENSEE acknowledges that the PROGRAM may display data from other organizations and/or access Internet sites of other organizations and/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 LICENSEE to access this information. GEOGRAPHIC SOLUTIONS reserves the right to remove this data and/or these links if it reasonably deems it necessary.

26.3. Data Loss LICENSEE acknowledges that any use of computers is subject to a likelihood of human and machine errors, omissions, delays and losses, including loss or corruption of data or media. LICENSEE agrees to adopt such measures as it deems necessary to limit the impact of those problems, including backing up data and verifying the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data.

26.4. Limitations. Notwithstanding the warranty provisions set forth herein, all of GEOGRAPHIC SOLUTIONS' obligations with respect to such warranties shall be contingent on LICENSEE'S use of the PROGRAM in accordance with this Agreement and in accordance with GEOGRAPHIC SOLUTIONS' instructions as provided by GEOGRAPHIC SOLUTIONS in the DOCUMENTATION, as such instructions may be amended, supplemented, or modified by GEOGRAPHIC SOLUTIONS from time to time. GEOGRAPHIC SOLUTIONS shall have no warranty obligations with respect to any failures of the PROGRAM which are the result of accident, abuse, misapplication, extreme power surge, acts of god, LICENSEE modification, or electromagnetic field.

26.5.LICENSEE'S Sole Remedy for Breach of Warranty. GEOGRAPHIC SOLUTIONS' entire liability and LICENSEE'S exclusive remedy for breach of warranty shall be repair or replacement of the PROGRAM and the Term or Extended Terms shall be extended without cost to LICENSEE equal to the period of time within which LICENSEE was unable to use the Program as provided in this Agreement,

26.6.Disclaimer of Warranties. GEOGRAPHIC SOLUTIONS DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE PROGRAM AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN THIS SECTION ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY GEOGRAPHIC SOLUTIONS. THERE ARE NO OTHER WARRANTIES RESPECTING THE PROGRAM AND DOCUMENTATION, AND SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF GEOGRAPHIC SOLUTIONS HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF GEOGRAPHIC SOLUTIONS IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF GEOGRAPHIC SOLUTIONS AS SET FORTH HEREIN.

27. LIMITATION OF LIABILITY. LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH GEOGRAPHIC SOLUTIONS IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY GEOGRAPHIC SOLUTIONS OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE SERVICES PROVIDED AND/OR LICENSEE'S USE OF THE PROGRAM AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT GEOGRAPHIC SOLUTIONS SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY GEOGRAPHIC SOLUTIONS PURSUANT TO THIS AGREEMENT. ANY PROVISION HEREIN TO THE CONTRARY, NOTWITHSTANDING THE MAXIMUM LIABILITY OF GEOGRAPHIC SOLUTIONS TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH ANY LICENSE, USE, MAINTENANCE OR OTHER EMPLOYMENT OF ANY PROGRAM OR DOCUMENTATION DELIVERED TO LICENSEE HEREUNDER, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, WARRANTY, TORT OR OTHERWISE, SHALL IN NO CASE EXCEED THE ACTUAL FEES PAID TO GEOGRAPHIC SOLUTIONS BY LICENSEE FOR THE USE OF THE PROGRAM AND DOCUMENTATION DURING THE TERM OF THE AGREEMENT, OR DURING THE EXTENDED TERM IN WHICH THE CLAIM OCCURRED. THE ESSENTIAL PURPOSE

OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF GEOGRAPHIC SOLUTIONS ARISING OUT OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE AUTHORIZATION TO USE THE PROGRAM AND DOCUMENTATION AND ANY SERVICES RENDERED HEREUNDER AND THAT, WERE GEOGRAPHIC SOLUTIONS TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

28. INDEMNIFICATION

GEOGRAPHIC SOLUTIONS shall indemnify, hold harmless and defend LICENSEE against any action brought against LICENSEE, its Agencies, Districts, Special Districts and Departments their respective directors, officers, Board of Supervisors, Workforce Development Board, elected and appointed officials, employees, contractors, agents and representatives (collectively, "Indemnitees") from any liability, claim, damage or action whatsoever to the extent that such action is based on this Agreement and/or on a claim that the PROGRAM and/or DOCUMENTATION, when used in accordance with this Agreement, infringes a United States copyright and GEOGRAPHIC SOLUTIONS shall pay all costs, settlements and damages finally awarded, provided that: LICENSEE promptly notifies GEOGRAPHIC SOLUTIONS in writing of any claim, gives GEOGRAPHIC SOLUTIONS sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith without cost to LICENSEE. GEOGRAPHIC SOLUTIONS shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any such action or claim. With respect to any action or claim subject to indemnification herein by GEOGRAPHIC SOLUTIONS, GEOGRAPHIC SOLUTIONS shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of LICENSEE; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes GEOGRAPHIC SOLUTIONS' indemnification of the Indemnitees. GEOGRAPHIC SOLUTIONS' obligations hereunder shall be satisfied when GEOGRAPHIC SOLUTIONS has provided to LICENSEE the appropriate form of dismissal (or similar document) relieving the Indemnitees from any liability for the action or claim involved. If the PROGRAM and/or DOCUMENTATION is adjudged to infringe, or in GEOGRAPHIC SOLUTIONS' opinion is likely to be adjudged an infringement, GEOGRAPHIC SOLUTIONS shall, at its sole discretion and option, either: (1) replace the PROGRAM and/or DOCUMENTATION with a substantially equivalent non-infringing PROGRAM and/or DOCUMENTATION; (2) modify the PROGRAM and/or DOCUMENTATION to make it non-infringing; or (3) require LICENSEE to cease all use of the PROGRAM and/or PROGRAM and return any copies of such

PROGRAM and/or DOCUMENTATION. Upon compliance with GEOGRAPHIC SOLUTIONS' demand, LICENSEE will receive a reimbursement of the fee paid, upon return of the PROGRAM and DOCUMENTATION. GEOGRAPHIC SOLUTIONS shall have no liability regarding any claim arising out of: (a) LICENSEE'S use of other than a current, unaltered RELEASE of the PROGRAM and/or DOCUMENTATION, unless the infringing portion is also in the then current, unaltered release, (b) LICENSEE'S use of the PROGRAM in combination with non-LICENSE software, data or equipment if the infringement was caused by such use or combination, (c) any modification or derivation of the PROGRAM not specifically authorized in writing by GEOGRAPHIC SOLUTIONS, or (d) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF GEOGRAPHIC SOLUTIONS AND THE EXCLUSIVE REMEDY FOR LICENSEE RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE PROGRAM. The indemnity set forth in this Section 28.1 shall survive the termination of this Agreement.

Except for the foregoing infringement claims, LICENSEE shall indemnify and hold harmless GEOGRAPHIC SOLUTIONS, their officers, agents and employees from and against any claims, demands, or causes of action arising out of LICENSEE'S obligations under this Agreement including, without limitation to, those arising on account of LICENSEE'S modification or enhancement of the PROGRAM or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the authorization granted to LICENSEE hereunder by GEOGRAPHIC SOLUTIONS, its officers, employees, agents and representatives. Except in the event of LICENSEE'S compliance with the California Public Records Act or other applicable laws, LICENSEE shall indemnify and hold GEOGRAPHIC SOLUTIONS harmless from the disclosure of any confidential information by LICENSEE, including, but not limited to, confidential information contained in the database, such as social security numbers, for purposes other than those permitted by this Agreement.

29. GOVERNMENT CONTRACTS. If the PROGRAM or DOCUMENTATION to be furnished hereunder is to be used in the performance of a government contract or subcontract, the PROGRAM and DOCUMENTATION shall be provided on a "restricted rights" basis only and LICENSEE shall place a legend, in addition to applicable copyright notices, in the form provided under the governmental regulations, if any. GEOGRAPHIC SOLUTIONS shall not be subject to any flow down provisions that may be required by the governmental customer unless agreed to by GEOGRAPHIC SOLUTIONS in writing.

30. POST TERMINATION RIGHTS. Upon the expiration or termination of this Agreement, all rights granted to LICENSEE under this Agreement shall forthwith terminate and immediately revert to GEOGRAPHIC SOLUTIONS and LICENSEE shall discontinue all use of the PROGRAM and the like.

- 31. SURVIVAL.** LICENSEE'S obligations under Section 24, 25, 26, 27,, 29, 30 and 35 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.
- 32. COPIES.** LICENSEE is prohibited from copying the PROGRAM and DOCUMENTATION, in whole or in part, except as specifically set forth in this Agreement.
- 33. FORCE MAJEURE.** Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, material or labor restrictions by any governmental authority, war or military hostilities, or inability of carriers to make scheduled deliveries.
- 34. WAIVER.** No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
- 35. SEVERABILITY.** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.
- 36. ASSIGNABILITY.** The License granted hereunder is personal to LICENSEE and shall not be assigned by any act of LICENSEE or by operation of law unless authorized in writing by GEOGRAPHIC SOLUTIONS. This Agreement may be assigned by GEOGRAPHIC SOLUTIONS, provided LICENSEE is provided prior written notice of such assignment.
- 37. INTEGRATION.** This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior license agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.
- 38. LEGAL ACTION.** Should LICENSEE or GEOGRPAHIC 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.
- 39. 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 the first paragraph of this Agreement or as otherwise requested in writing by the receiving party.
- 40. TIME IS OF THE ESSENCE.** Time is of the essence.
- 41. AUTHORIZATION.** The individuals executing this Agreement warrant and represent that they are duly authorized to bind the respective parties to the terms and conditions contained herein.

42. ADMINISTRATION/CONTRACT LIAISON. The Assistant County Executive Officer of the Economic Development Agency, or designee, shall administer this Agreement on behalf of LICENSEE.

43. CONDUCT OF GEOGRAPHIC SOLUTIONS. GEOGRAPHIC SOLUTIONS covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with GEOGRAPHIC SOLUTIONS' performance under this Agreement. GEOGRAPHIC SOLUTIONS further covenants that no person or subcontractor having any such interest shall be employed or retained by GEOGRAPHIC SOLUTIONS under this Agreement. GEOGRAPHIC SOLUTIONS agrees to inform the LICENSEE of all the Geographic Solutions' interests, if any, which are or may be perceived as incompatible with the LICENSEE'S interests. GEOGRAPHIC SOLUTIONS shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom GEOGRAPHIC SOLUTIONS is doing business or proposing to do business, in accomplishing the work under this Agreement. GEOGRAPHIC SOLUTIONS or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to LICENSEE employees.

44. NON-DISCRIMINATION. GEOGRAPHIC SOLUTIONS shall not discriminate in the provision of services, allocation of benefits accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provision of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

45. LICENSING AND PERMITS. GEOGRAPHIC SOLUTIONS shall comply with all State or other licensing requirement, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to Licensee. GEOGRAPHIC SOLUTIONS warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulation of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

46. RECORDS AND DOCUMENTS. GEOGRAPHIC SOLUTIONS shall make available, upon written request by any duly authorized Federal, State or County agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the GEOGRAPHIC SOLUTIONS' costs related to this Agreement. All such books, documents and records shall be maintained by GEOGRAPHIC SOLUTIONS for a least five years following termination of this Agreement and be available for audit by the LICENSEE. GEOGRAPHIC SOLUTIONS shall provide to LICENSEE reports and information related to this Agreement as requested by LICENSEE.

47. DISALLOWED PAYMENTS In the event that GEOGRAPHIC SOLUTIONS receives payment under this Agreement which is later disallowed by LICENSEE for nonconformance

with the terms of the Agreement, GEOGRAPHIC SOLUTIONS shall promptly refund the disallowed amount to LICENSEE on request; or at its option LICENSEE may offset the amount disallowed from any payment due to the GEOGRAPHIC SOLUTIONS.

48. COMPLIANCE WITH LAWS GEOGRAPHIC SOLUTIONS shall comply with all applicable Federal, State and local laws and regulations. GEOGRAPHIC SOLUTIONS will comply with all applicable County laws and regulations. In the event that there is a conflict between the various laws or regulations that may apply, GEOGRAPHIC SOLUTIONS shall comply with the more restrictive law or regulation.

49. JURISDICTION; VENUE; SEVERABILITY This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance of interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

50. ENTIRE UNDERSTANDING This Agreement including any attachments or exhibits, constitutes the entire Agreement and understanding of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

51. COUNTERPARTS. This Agreement may be executed in counterparts with a facsimile and/or copy of the executed Agreement shall be deemed an original.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

Agreed and accepted;

“LICENSEE”

County of Riverside, a political subdivision of the State of California,

By and through its Workforce Development Division

By: _____
Signature of Authorized Representative

Name: Heidi Marshall

Title: Director of Workforce Development

Dated: _____

County Council Approval:

FORM APPROVED COUNTY COUNSEL
BY: Jhaila R. Brown 11-24-15
JHAILA R. BROWN DATE

“GEOGRAPHIC SOLUTIONS”

Geographic Solutions, a Florida corporation

By: _____
Signature of Authorized Representative

Name: Paul Toomey

Title: President

Dated: 10/10/2015.

EXHIBIT A

SOFTWARE AND SERVICE ITEMS AND FEES

The following table outlines the Virtual OneStop® modules that are included in this Agreement;

Module Description	Annual Fee
<p><u>CORE SERVICES FOR INDIVIDUALS:</u> Individual Registration; My Resources (My Messages, My Background, Upcoming Events, My Appointments, 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). Education Services (Training Providers and Schools, Training and Educational Programs, Educational Program Completers, Online Learning Resources, Create Training Application). Labor Market Services (Labor Market Facts, Employers, Area Profile, Industry Profile, Occupation Profile). My OneStop Profile (Personal Profile, Search History Profile, Assessment Profile-Job and Personal Skills). Quick Menu (My Resources, My Individual Profile, My Appointments). Assistance Center. Online Learning Resources (links to online learning websites).</p>	\$19,951.00
<p><u>LABOR EXCHANGE FOR INDIVIDUALS:</u> Job Seeker Services (10 Steps to Find a Job, Resume Builder, Background Wizard, Letter Builder, Virtual Recruiter for Individuals). My OneStop Profile (employment plan). Career Network (social network for job seekers, my network, other job seeker networks, invite/join others). Quick Menu (Resume Builder, Letter Builder).</p> <p>Requires: Core Services for Individuals Module.</p>	
<p><u>ADDITIONAL SERVICES FOR INDIVIDUALS:</u> Financial Services (Overall Budget Planning, Training Budget Planning, Transition Budget Planning, Financial Assistance Links). Education Services (Financial Assistance Links, Training Budget Planning). Community Services (eligibility requirements, programs and services). Unemployment Services (eligibility, filing, unemployment benefits). Veteran Services (list of available services). Youth Services (list of available services). Senior Services (list of available services). Disability Services (list of available services). Provided Services (description of available services).</p> <p>Requires: Core Services for Individuals Module.</p>	
<p><u>CORE ASSESSMENT:</u> 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).</p> <p>Requires: Core Services for Individuals Module</p>	

Module Description	Annual Fee
<p><u>IPHONE MOBILE APPLICATION:</u> Job Search application for iPhone mobile phone users. Application is custom branded for client, and accessible by job seekers through the iTunes Store. Functionality includes the ability to search for jobs, map jobs by current location, share jobs with national social media sites, and apply for jobs. Requires: <i>Labor Exchange for Individuals Module.</i></p>	Not Included
<p><u>CORE SERVICES FOR EMPLOYERS:</u> Employer Registration, 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, candidate search job market trends). Assistance Center, My Company Profile (corporate profile, search history profile). My Resources (My messages, My appointments, My Employer Profile, My Home Page, Upcoming Events). Online Learning Resources (explore websites that offer a variety of free online learning and training courses that can be used to expand your knowledge and skills). Communications Center: (Appointments, Messages, Correspondence Templates).</p>	\$16,368.00
<p><u>EMPLOYER LABOR EXCHANGE:</u> 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). Company Profile (recruitment plan profile). Quick Menu (post a job, candidate search). Requires: <i>Core Services for Employers Module.</i></p>	
<p><u>ADDITIONAL SERVICES FOR EMPLOYERS MODULE:</u> Human Resource Info (list of available services). EEO Information (list of available services). Labor Relations (list of available services). Government Resources (list of available services). Wellness and Ergonomics (list of available services). Employer Incentives (list of available services). Staff Provided Services (description of available services). REQUIRES: <i>Core Services for Employers Module.</i></p>	

Module Description	Annual Fee
<p><u>WORKKEYS® MODULE:</u></p> <p>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).</p> <p>Requires: Core Services for Individuals, Core Case Management Module, and Core Assessment Modules.</p>	Not Included
<p><u>CONSUMER REPORTS:</u></p> <p>Education Services (display performance information for eligible programs, comparison of performance between programs and providers), web based Input of Eligible Training Providers and Programs.</p> <p>Requires: Core Services for Individuals Module, Manage Providers.</p>	Not Included
<p><u>CORE SERVICES FOR STAFF MANAGING INDIVIDUALS:</u></p> <p>Manage Individuals (create an individual account, assist an individual). My OneStop Profile (personal profile, search history profile). Reports (Master Summary, Registered Individuals, Background Information, Contact, Feedback Surveys, Tracking). My Staff Resources (My Messages, My Appointments, My Search Lists, My Job Skill Sets, My Templates, My Reports, Upcoming Events).</p> <p>Requires: Core Services for Individuals Module.</p>	
<p><u>CORE SERVICES FOR STAFF MANAGING EMPLOYERS:</u></p> <p>Manage Employers (create an employer account, assist an employer, employer system access rights). Employers My Company Profile (corporate profile, search history profile). Reports (Master Summary, Registered Employers, Contact, Feedback Surveys, Tracking). My Staff Resources (My Messages, My Appointments, My Search Lists, My Job Skill Sets, My Templates, My Reports, Upcoming Events).</p> <p>Requires: Core Services for Employers Module.</p>	\$10,406.00
<p><u>LABOR EXCHANGE FOR STAFF MODULE:</u></p> <p>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). Reports (Resume, Job Order, Activity, Services Provided Individual, Services Provided Employer).</p> <p>Requires: Core Services for Staff Module, Core Services for Staff Managing Individuals Module and Core Services for Staff Modules.</p>	
<p><u>SERVICE TRACKING MODULE:</u></p> <p>Manual and Automated Tracking of Services. Managing Individuals (scheduled services, manage individual services). Case Management Profile (Activities-Service Plan). Reports (Activities, Services Provided Employers, Services Provided Individuals).</p> <p>Requires: Core Services for Staff Managing Individuals Module.</p>	
<p><u>CUSTOMER RELATIONSHIP MANAGEMENT (CRM):</u></p> <p>Streamline and manage interactions with employers; organize, automate and synchronize employer outreach, coordinated customer service, and recruitment support. Includes automated staff contact</p>	Not Included

Module Description	Annual Fee
<p>lists, lead management, contact management, account management, lead follow-up and territory/staff expectations management. Create marketing leads manually or automatically form jobs and the employer database, identify overdue contacts to improve network strength. Options exist to integrate with the Work Items module and Document Management modules. CRM integrates with overall employer services modules for complete access to employer information.</p> <p>Requires: Core Services for Employers and Staff Managing Employers Modules.</p>	
<p><u>ATTENDANCE TRACKING MODULE:</u> 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.</p>	Included
<p><u>CORE CASE MANAGEMENT MODULE:</u> Case Management Profile (Common Intake, Case Assignment, Case Load, Case Notes, Activities, Programs, Individual Employment Plan (IEP), Objective Assessment Summary (OAS), Assessment Plan. Reports (Case Load).</p> <p>Requires: Core Services for Staff Managing Individuals Module.</p>	
<p><u>WIA CASE MANAGEMENT PROGRAM:</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, ARRA 9148, 9149 Reports). Optional integration with Standard and Advanced Fund Tracking Modules to assist managing funds.</p> <p>Requires: Core Case Management Module.</p>	\$27,825.00

Module Description	Annual Fee
<p><u>WAGNER PEYSER CASE MANAGEMENT PROGRAM:</u> Manage Profiling (profiling non-compliance / waived / exempted, profile orientation letter), Veteran Management. Reports (Enrolled Individual, 9002 A-E reports, VETS200, MIC, 9048, WP data validation file, ARRA 9147 Report).</p> <p>Requires: Core Case Management Module.</p>	
<p><u>WORKER ADJUSTMENT RETRAINING NOTIFICATION (WARN) MODULE:</u> Track company layoff and closure activity as defined by federal or state regulations. Enter the WARN notification letter, track number of employees, occupations, and locations affected, and union affiliation. Automatic staff alerts of new WARN notifications. Staff tracking including employer visits, first visits and orientation activities. Report on companies filing WARN notices, WARN notices by LWIA, WARN notices by layoff dates, and WARN notices by company locations.</p> <p>Requires: Core Case Management Module.</p>	Not Included
<p><u>GENERIC PROGRAM APPLICATION MODULE:</u> Management and reporting of "Generic Program" set of applications (Eligibility Application, Enrollment Activities, Generic Outcome (exit)) with integration into IFT to assist in managing funds. Reports (Master Summary, Enrolled Individual, Activity, Services Provided Individual). Optional integration with Standard and Advanced Fund Tracking Modules to assist managing funds.</p> <p>Requires: Core Case Management Module.</p>	\$11,137.00
<p><u>TRADE ACT PROGRAM:</u> Trade Act set of applications (Waivers and Waiver Review tracking, Bona Fide Application, Application for Approved Training, Participation Application, Enrollment Activities, Case Closure, Exit, Follow-up). Reports (Federal Performance Reports, TAPR File). Optional integration with Standard and Advanced Fund Tracking Modules to assist managing funds.</p> <p>Requires: Core Case Management Module.</p>	Not Included
<p><u>WELFARE TRANSITION PROGRAM MODULE:</u> Application, Objective Assessment Summary, Individual Employment Plan, 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.</p> <p>Requires: Core Case Management Module.</p>	Not Included
<p><u>ADULT EDUCATION MODULE:</u> Collects all federally required demographic information on all enrolled students as defined by Title II of the Workforce Investment Act, along with the assessment, contact hours, instructor, and outcome data. Reports Quarterly State Stat Reports, Annual National Reporting System (NRS) for Adult Education Reports.</p> <p>Requires: Core Case Management Module and Attendance Tracking Module.</p>	Not Included
<p><u>STANDARD INDIVIDUAL FUND TRACKING MODULE:</u> Manage Participant Costs, Individual Account / Account Limits, Referrals to Providers, Vouchers to Providers/Vendors/Individuals and Payments to Vouchers. Ability to print Vouchers and tailor that print to specific needs of each client. Ability to establish cost structures meaningful to users of the system and ability to identify additional cost items that can vary by training program/services. Reports include: Basic IFT Management which will show participant obligations based upon enrollment records by program and payment reports by program.</p>	Included

Module Description	Annual Fee
Requires: Core Case Management Module.	
<p>ADVANCED FUND TRACKING MODULE:</p> <p>Includes all functions of the Standard Individual Fund Tracking Module and includes the following additional abilities: Ability to create, manage, update and track funds by establishing the funds for specific time periods. Ability to process reallocations by funding stream. Enhanced audit tracking of funds to include reasons why modifications to funding levels are made. Ability to establish contracts for On-The-Job Training, Work Experience, or Project Contracts. Reports include: Obligations by Fund, Location, Provider, Participant, Time Periods and Payable to Voucher, Budget Management Reports, Individual Summary Obligations, and Time Periods, Case Manager Reports by Fund Stream and Time Period, Participants, Locations and Case Manager Obligations by Location.</p> <p>Requires: Standard Individual Fund Tracking Module.</p>	Not Included
<p>ADMINISTRATION SYSTEM:</p> <p>Email Addresses, Email Message Design, Administer Event Calendar, System Defaults, 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/Claimant/Employer Services, System Information, System Usage Report.</p>	Included
<p>WEB CONTENT MANAGEMENT MODULE:</p> <p>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.</p>	
<p>DATA ASSISTANT:</p> <p>A web based utility that is specifically designed to import and export data to and from the Workforce Information Database (WID). 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.</p>	Not Included

Job Aggregation

Job Spider Level Description	Annual Fee
<p>STANDARD SPIDER:</p> <p>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.</p> <p>Requires: Core Services for Individuals Module.</p>	Included
<p>FULL SPIDER:</p> <p>Includes all the jobs of the standard spider with the addition of spidered jobs in selected area from all available national job boards, local job boards, green job boards, Fortune 1000 corporations, federal government sites, state government sites, local government sites, national recruiters, military</p>	\$19,450.00

Job Spider Level Description	Annual Fee
branches sites, major hospitals, major nonprofits, major newspapers, volunteer sites, chambers of commerce, and web sites of all major employers. Requires: Core Services for Individuals Module.	
<u>FOCUSED SPIDER:</u> Includes all the jobs of the full spider with the addition of dedicated research in a specific area for specific web sites. Requires: Core Services for Individuals Module.	Not Included

Efficiency Tools

Service Description	Annual Fee
<u>DOCUMENT MANAGEMENT:</u> Features the ability to upload documents and associate them with an individual. Includes ability to attach documents to case notes and program verifications. Index, tag, store and retrieve digital documents associated with a user record. Ability to retrieve and view documents by document name, tags, program association, verification item or type. Linked documents can also be attached "in context" and reviewed within the program forms or by viewing the Verification Summary. Documents are stored securely in the central database. Requires: Core Services for Staff Managing Individuals Module.	\$20,400.00
<u>DOCUMENT IMAGING:</u> Ability to capture, store, index and tag document images using web based scanning technology. Images can be scanned in real time using a TWAIN-compliant scanner at the user's workstation or on a local network. Module allows users to reorder, delete, append, or separate pages on the fly through the browser-based document viewer. Provides users the ability to manipulate document images with annotations, redactions, magnifications, drawing, and rotation options on separate layers. Document images are stored securely in the central database. Requires: Document Management Module. **Scanning Hardware Not Included.	<u>12 GB</u> <u>Limit</u>

Service Description	Annual Fee
<p><u>VOSCAN AUTOMATED SERVICE TRACKING MODULE:</u> Automated Tracking of Services and Events on location using scan card reader technology. Addition of scan card ID to registration. Reports (Activity, Services Provided Individual, Scan Card).</p> <p>Requires: Service Tracking and Attendance Tracking Modules.</p> <p><i>**Scanning Hardware and Cards Not Included.</i></p>	Not Included
<p><u>VOSGREETER MODULE:</u> Kiosk-based client sign in and identification of area of interest, integrated messaging to the appropriate staff about clients who are awaiting service.</p>	Not Included
<p><u>VIRTUAL TOUR GUIDE:</u> Navigation assistance interface. Includes Virtual spokesperson assistance for job seekers and employers. Includes support for Spanish language.</p>	Not Included
<p><u>TOUCH SCREEN INTERFACE:</u> A Simplified Job Search Function for Touch Screen Kiosks (jobseeker will be required to visit a facility to see job details).</p> <p>Requires: Kiosk with Internet Access.</p>	Not Included

Interfaces

User Type	Interface Description	Annual Fee
Individual, Employer, Staff, Labor Market Analyst	<u>WEB INTERFACE:</u> for users with average speed internet/intranet access.	Yes
	<u>TEXT INTERFACE:</u> for users who want maximum performance.	Yes
Individual & Employer	<u>SPANISH LANGUAGE INTERFACE:</u> Spanish Version of Services for Individuals and Employers.	\$5,156.00
	<u>VISUALLY IMPAIRED INTERFACE:</u> Version of Services for Individuals and Employers optimized for screen readers such as JAWS.	No

Additional Services

Additional Services	Fee
Onsite Training: Training, one class (not to exceed 25 students), 2 days, expenses additional.	Not Included
Interface: Configuration to upload system data to JTA system.	Included
Hosting: Full hosting for Virtual LMI. Dual Dell PowerEdge 6650's, Twin 2.8 Ghz HTT \ 2MB L2	Included

cache, 4GB Ram, Active\Active Fail over. Dell EMC Cx400 \ Raid 10 \ Optimized for SQL Server - 50GB disk space allocated for this project. Nightly Backup, Full UPS, T3 Service with shadow.	Included
Annual Priority Support and Maintenance: Telephone, Internet, E-Mail and Fax support, comprehensive software maintenance and error correction service, new releases and minor enhancements at no charge, software update service, changes to digital maps to incorporate geographic boundary changes, database structure updates to meet modifications in the WID standard, Updates to accommodate modifications in state and federal data classification schemes that affect the operation of the system, such as the introduction of the NAICS and SOC coding.	Included

EXHIBIT B
PAYMENT PLAN

The following is the payment plan for this project:

Deliverable	Amount
Annual Software License Fee	\$130,693.00
Discount (VOScan 5 months)	(\$6,664.00)
Total Annual Software Fee	\$124,029.00

Monthly payments of \$10,335.75 due no later than the 30th day of the month.

EXHIBIT C
HOSTING CONFIGURATION

The following is the proposed hosting configuration for this project:

Hardware

Item	Description
Application server	2 Dell PowerEdge 1850 Web Servers in a web-farm environment. Dual Intel Xeon processors, 2 gig RAM
Database server	2 Dell PowerEdge 6650 SQL Servers in a active passive Windows Cluster environment. Quad Intel Xeon processors, 32 gig RAM, , Q-Logic HBAs for fiber connection to storage system.
Reports Server	2 Dell PowerEdge 6650 Dual Intel Xeon 2.8Ghz processors, 32 gigs of RAM, 36 gig RAID 5 HD, plus attachment to the SAN 500 gig data storage
Testing Server	2 Dell Power Edge 1650 Intel Pentium III 1.4Ghz processors. 2 gig RAM. Two (2) 146 gig Hard Drives, RAID 1.
Training Server	2 Dell Power Edge 1650 Intel Pentium III 1.4Ghz processors. 2 gig RAM. Two (2) 146 gig Hard Drives, RAID 1.
Backup Server	1 Dell PowerEdge 1650 Intel Pentium III processor. Computer Associates Brightstore Archserve backup software.
Switching	2 McDataSphereon 4700Fiber switch. 2 gbs, 32 port. Connects hosts and storage system.
Storage System	1 Dell/EMC CX500 Storage system. Seventy Five (75) 76 gig 1500 RPM fiber channel hard drives connected to SQL hosts providing high performance data file storage.
Tape Drive	Tape Drive Array. Connects to Backup server via SCSI cable. Has 2 LTO tape drives and slots for 15+ 80 gig backup tapes.
Uninterrupted Power Supply	APC Symmetra LX 1600 Battery Backup. 16KVA battery backup solution. Generac Generator. 100 KW. Automatically powers building if utility power goes offline.

Server Software

Item	Description
Operating System	Microsoft Windows.
Database	Microsoft SQL Server 2005/2008.
Web Service	Microsoft Internet Information Server Version 6.

Hosting Services

Item	Description
Access	High-speed access to the Internet for hosting the Program.
Service	Geographic Solutions T-3 service provides a load-shared connection with shadow service via separate line and provider. Geographic Solutions also has a further backup using high speed/high bandwidth cable hosting.
Availability	The System will be available to users on a 24/7/365 basis. Occasional downtime for maintenance will be scheduled after normal business hours. Licensee will be notified in advance of any downtime that may be scheduled.
Remote Hosting Facility	Guaranteed roll over to our backup hosting facility in case of disaster.
System Monitoring	24x7 system monitoring
Disk Space	50 GB disk space allocated for the production database
Full Power backup	Geographic Solutions hosting facility includes full power backup from intelligent APC UPS devices backed by a 100,000 watt natural gas powered generator that can provide continuous power to the entire hosting facility for an unlimited time period.
Database	SQL Server with unlimited number of users via Internet.
Service Agreement	Geographic Solutions will provide a minimum of 99.9% availability of servers for transactions exclusive of scheduled maintenance.
Uninterrupted Power Supply	APC Symmetra LX 1600 Battery Backup. 16KVA battery backup solution. Generac Generator. 100 KW. Automatically powers building if utility power goes offline.
Tape Backup	All the customer data hosted at the Geographic Solutions facility is backed up to digital tape. These tapes are stored in a secure fire proof facility.

Item	Description
Full Redundancy	The redundancy and clustering configuration used at our technical facility for hosting a large system effectively handles overload and balancing issues, ensuring 24/7 reliability and no loss of data. Servers include hardware RAID configuration for automatic backup switching and processing. We use special Dell EMC2 high speed Clustered Data Servers with external disk arrays.

Note

Geographic Solutions reserves the right to modify this configuration if required to improve system performance and shall provide written notice of such modification to License.