

RESOLUTION NO. 2026 - _____

A RESOLUTION APPROVING A SECOND AMENDMENT TO THE SUBSCRIPTION SERVICES AGREEMENT BETWEEN THE CITY OF TAMPA AND ECONOMIC MODELING, LLC FOR THE PROVISION OF WORKFORCE DEVELOPMENT SOFTWARE LICENSING IN THE ESTIMATED AMOUNT OF \$15,000 FOR USE BY THE NEIGHBORHOOD AND COMMUNITY AFFAIRS DEPARTMENT, WORKFORCE PARTNERSHIPS AND SPECIAL PROJECTS DIVISION; AUTHORIZING THE MAYOR TO EXECUTE SAID SECOND AMENDMENT TO THE SUBSCRIPTION SERVICES AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2024-846, passed and adopted by the City Council of the City of Tampa on September 19, 2024, the City of Tampa entered into an Economic Modeling, LLC Subscription Services Agreement with Economic Modeling LLC for the furnishing of Workforce Development Software Licensing, for use by the Neighborhood and Community Affairs Department, Workforce Partnerships and Special Projects Division for a twelve-month licensing subscription term; and

WHEREAS, pursuant to the authority contained in Resolution No. 2025-697, passed and adopted by City Council on August 07, 2025, the City of Tampa and Economic Modeling, LLC entered into a First Amendment to the Subscription Services Agreement to provide annual renewals of the term of the licensing subscription; and

WHEREAS, it is in the best interest of the City of Tampa to approve and authorize the Second Amendment to the Subscription Services Agreement to provide for the integration and display of Lightcast datasets on the City's website.

NOW, THEREFORE,**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That the Second Amendment to the Subscription Services Agreement between the City of Tampa and Economic Modeling, LLC, a copy of which is attached hereto, is authorized and approved in its entirety or in a form substantially similar thereto, with a commencement date of January 1, 2026, with annual renewals thereafter.

Section 2. That this Resolution approves a Second Amendment to the Economic Modeling, LLC Subscription Agreement between the City of Tampa and Economic Modeling, LLC to provide for the integration and display of Lightcast datasets on the City's website in the amount of \$15,000 for use by the Neighborhood and Community Affairs Department, Workforce Partnerships and Special Projects Division within the General Fund. Subsequent years are dependent upon annual appropriations of funding.

Section 3. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official Seal of the City to, said Second Amendment to the Economic Modeling, LLC Subscription Services Agreement on behalf of the City.

Section 4. That the other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out the terms and conditions of this Resolution, which shall take effect nunc pro tunc January 1, 2026.

Section 5. The City Clerk shall file a fully executed copy of the Second Amendment to the Subscription Services Agreement in the official records of the City of Tampa as maintained by the Office of the City Clerk.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON

ATTEST:

CHAIR/CHAIR PRO-TEM
TAMPA CITY COUNCIL

CITY CLERK/DEPUTY CITY CLERK

APPROVED AS TO FORM:

e/s _____

BY MARCELLA T. HAMILTON
SENIOR ASSISTANT CITY ATTORNEY II



Lightcast Representative: Dalal Alkaldy

Second Amendment to the Subscription Services Agreement

This Second Amendment to the Subscription Services Agreement (“Second Amendment”) dated this 1st day of January, 2026 is between the City of Tampa of Tampa, Florida (“Licensee”), and Economic Modeling, LLC of Moscow, Idaho (“Lightcast”).

Whereas, pursuant to Resolution No. 2024-846, passed and adopted by the City Council of the City of Tampa on September 19, 2024, the City of Tampa and Economic Modeling, LLC of Moscow, Idaho entered into a Subscription Services Agreement; and

Whereas, pursuant to Resolution No. 2025-697, passed and adopted by the City Council of the City of Tampa on August 7, 2025, Licensee and Lightcast entered into a First Amendment to the Subscription Services Agreement (the “First Amendment”) to amend the Agreement to provide for annual renewal of the term of the subscription. (the Subscription Services Agreement and the First Amendment are collectively referred to as the “Agreement”); and

Whereas, Licensee desires to be able to integrate and display Lightcast datasets directly on Licensee’s City of Tampa website.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Lightcast hereby agree to amend the Agreement as follows:

1. Licensee and Lightcast agree to the integration and display of Lightcast datasets directly on Licensee’s the City of Tampa website as set forth in the attached and incorporated Order Form.
2. An authorized representative of Lightcast shall executed the attached and incorporated Exhibit C Attestation of Compliance with Florida Statutory Provisions.
3. Except as amended by this Second Amendment, all terms, provisions, and conditions of the Agreement remain unchanged and shall continue in full force and effect.
4. This Second Amendment may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. The parties agree that this Second Amendment

may be executed and delivered by PDF or other means of electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Subscription Services Agreement as of the date first written above.

For Lightcast:

For Licensee, City of Tampa

Authorized Signature

Authorized Signature

Printed Name
Economic Modeling,
LLC 232 N. Almon
Street Moscow, ID
83843

Jane Castor

Printed Name
City of Tampa
306 E Jackson St
Tampa, Florida 33602

Attest:

City Clerk/Deputy City Clerk

Approved as to Form:

Marcella T. Hamilton
Senior Assistant City Attorney II

EXHIBIT C

ATTESTATION OF COMPLIANCE WITH FLORIDA STATUTORY PROVISIONS

This form must be completed by an Officer of an Entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending a contract with the City of Tampa.

Public Entity Crimes

1. Officer understands that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Business Entities placed on either the “discriminatory vendor list” or “antitrust vendor list” are ineligible to transact business with the City of Tampa.
2. Officer understands and attests that neither Officer, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

Scrutinized Companies

3. Officer understands that pursuant to Section 287.135(2)(a), Florida Statutes, if the value of the contract is one hundred thousand dollars or more, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the “Scrutinized Companies or Other Entities that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes); or is engaged in a boycott of Israel; or if the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity is ineligible to contract with the City of Tampa if the Entity:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - b. Is engaged in business operations in Cuba or Syria.
4. Officer attests that neither Officer nor the Entity are on the Scrutinized Companies or Other Entities that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor is either engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Attestation.

E-Verify

5. Officer understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida’s E-Verify law to enter into a contract with the City of Tampa.
6. The undersigned Entity is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees.
7. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or reply to contract with the City of Tampa.
8. Entity is currently in compliance and will remain in compliance, for the duration of any contract with the City

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of Tampa, with all requirements of Section 448.095(5), Florida Statutes.

9. Officer understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.
10. Officer understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

Anti-Human Trafficking and Forced Labor

11. Officer hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(2), Florida Statutes.
12. Officer attests to the best of his/her knowledge that commodities offered to the City by the Entity have not been produced, in whole or in part, by forced labor. The City may not enter into any contract with Entity if Entity is placed on the forced labor vendor list and may terminate any contract if Entity is placed on the forced labor vendor list pursuant to Section 287.1346, Florida Statutes.

Compliance with Foreign Countries of Concern

13. Officer, on behalf of the Entity attest to the following:
 - a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138, Florida Statutes.)
 - b. The government of a foreign country of concern does not have a controlling interest in the Entity. (Source: § 287.138(2)(b), Florida Statutes.)
 - c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Lightcast, LLC

Officer's Printed Name: Floyd Swanton

Officer's Title: VP Legal

Signature: 

Date: 02/16/2026



ORDER FORM

This Order Form is entered into by and between Licensee and Lightcast, as set forth below, as of the Effective Date and, together with the Referenced Documents, constitutes the entire agreement between the parties.

Parties	Licensee	Lightcast
		Economic Modeling, LLC
	City of Tampa, FL	Lightcast
	Brenda McKenzie	Matthew Costanza
	306 E Jackson St Ste 8N, Tampa, Florida 33602, United States	232 N Almon Street, Moscow, Idaho 83843, United States
		legal@lightcast.io
Services	This Order Form is for the purchase of the Services set forth in Exhibit A. The scope and timing of delivery of the Services may be described in one or more Statements of Work.	
Effective Date	This Order Form is a binding offer by Lightcast. It becomes effective upon Lightcast's receipt of this Order Form made part of the Second Amendment to the Subscription Services Agreement signed by Licensee and Lightcast to which this Order Form is incorporated.	
Term	The Services will commence on the applicable Service Start Date(s) and end on the applicable Service End Date(s) provided in Exhibit A for each respective service.	
Fees	The Fees for the Services are set forth in Exhibit A.	
Payment	Lightcast will invoice Licensee for the Services on a(n) Annual basis. Payment is due within 45 days of Licensee's receipt of invoicing.	

Referenced Documents

This Order Form is governed by and incorporates the following documents in effect as of the Effective Date (the "Referenced Documents").

- This Order Form, including Exhibit A and any applicable Statement of Work
- Lightcast Service Level Agreement attached hereto as Exhibit B.
- Subscription Services Agreement dated June 3rd, 2024, between the City of Tampa ("Licensee") and Economic Modeling, LLC of Moscow, Idaho ("Lightcast") as amended by the First Amendment to the Subscription Services

TO BE COMPLETED BY LICENSEE:

Tax Exemption	Is LICENSEE tax-exempt? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Copy of the tax-exempt certificate: Attached
Accounts Payable	Lightcast will send invoices to the following Accounts Payable email address: brenda.mckenzie@tampagov.net
Purchase Order	Is a PO required? <u>Yes</u> No
Vendor Portal	None

EXHIBIT A

Products and Total Value

Product Name	Product Start Date	Product End Date
Data Share - Custom Data	January 1, 2026	December 31, 2026, and will renew annually thereafter unless terminated as provided for in the Subscription Services Agreement as amended.

The total fees for the above products and services is: \$ 15,000.00 annually. The annual fee will be invoiced and renewed automatically and payments by Licensee are due 45 days from Licensee's receipt of invoice.

Lightcast grants Licensee a non-exclusive, non-transferable, non-sublicensable limited license during the term to ingest and display Lightcast data to power the City of Tampa dashboard. This agreement enables the city to integrate and display Lightcast datasets directly on the City's website.

Any dissemination of this data (except when used in an official business capacity, and notated) without consent of Lightcast is prohibited. Resale of data is prohibited.

The above subscription includes datashare access, which allows City of Tampa internal systems and applications to securely retrieve Lightcast data twice per year, and display it via a dashboard.

It also includes access to the previous six dataruns from the most recent, as well as access to all new data released during the next subscription year (1/1/2026-12/31/2026) and subsequent years.

EXHIBIT B

Lightcast Service Level Agreement

At Lightcast we use Cloud Services to create and serve our data through our applications. Production applications are typically hosted on a minimum of two hot server instances with load balancing capabilities as well as automated scaling and server recovery. When applicable we make use of serverless technologies such as AWS Lambda for fast scalability under load or AWS managed scaling such as Fargate. Security is managed according to industry best practices, with third party monitoring services including live threat detection.

Service Level Target

Lightcast commits to 24x7 availability of services and data with an individual service uptime of 99.5% monthly.

By *availability*, we mean that the service can be reached and used to perform its core functionality. In other words, there are no errors rated Priority 1. We monitor each service's availability and keep uptime records spanning at least 31 days.

Service Level Measurement

Service availability is internally monitored and measured programmatically. Uptime records of at least the trailing 31 days are kept for internal review.

Service level availability will be calculated using the number of days in the applicable calendar month using the formula (note that in this example the month has 30 days):

$$\frac{(30 \text{ days} \times 24 \text{ hours}) - \text{hours of unexcused outage}}{30 \text{ days} \times 24 \text{ hours}} = \text{uptime}$$

For example, if there were 30 minutes of unexcused P1 outage (see Incident Response) on September the 5th, and 15 minutes of unexcused P1 outage on September the 8th, the calculation would be as follows:

$$\frac{(30 \text{ days} \times 24 \text{ hours}) - 0.75 \text{ hours}}{30 \text{ days} \times 24 \text{ hours}} = 99.9\% \text{ uptime}$$

Service level performance is published on the Lightcast Status Page.

Service Level Remedy

In the event that our service uptime drops below the 99.5% in a given calendar month and the client makes a request for Service Credit within the following calendar month, the client's sole remedy and our sole and exclusive liability for the service level failure is as follows:

- A Service Credit equal to ten (10) multiplied by the Average Hourly Fee (defined below) multiplied by the number of hours of downtime for the specific product which occurred in that calendar month in excess of four (4) hours. The "Average Hourly Fee" is equal to all fees paid for the applicable service for a given calendar month divided by the number of hours in the applicable calendar month.
- Service Credits are calculated on a calendar-month basis. The total Service Credit during any calendar month may not exceed one-third (1/3) of the fees paid by the client for the applicable service during the same calendar month.
- Any Service Credit due will be credited to the client's next invoice after the notice has been made, provided that the client's account is fully paid up, without any outstanding payment issues or disputes (if received within ten (10) days of the end of the then-current month, the Service Credit will appear on the following invoice). No refunds or cash value will be given for unused Service Credits. Service Credits are non-transferable and may not be applied to any other Lightcast service.
- If Lightcast is in breach of any provision of this Service Level Agreement, the client may terminate the service agreement for cause if the breach has not been cured within two (2) weeks of Lightcast receiving written notice

of the same.

Functionality Categories

Each Lightcast service delivers different value to its users, and therefore each one has a specific set of *core functions*. Impairment of those functions can constitute a high priority outage. Lightcast identifies a list of core functions for each of its services, attached at the end of this document, which will be used in conjunction with the criticality matrix to determine Lightcast's response to an incident.

Lightcast's uptime guarantee only applies to an application's core functionality.

Incident Response

Lightcast categorizes incidents according to their *severity*, how degraded the affected service is due to the incident, and their *impact*, how many users are affected by the incident. Based on the severity and impact, Lightcast assigns a *priority rating* (e.g., P1 for Priority 1) to each incident according to the following matrix:

☐	Low Impact☐	Medium Impact☐	High Impact☐
Critical☐	P1☐	P1☐	P1☐
High☐	P2☐	P2☐	P1☐
Medium☐	P4☐	P3☐	P2☐
Low☐	P4☐	P4☐	P3☐

The priority rating defines the required SLA *response* and *remediation* times. *Response* is defined as the initial acknowledgement of the issue while *remediation* refers to the completed restoration of the service and resolution of the issue.

Definitions of Criticalities:

- ☐ **Critical:** Issue impacts core functionality or renders the service inaccessible. Data loss or major degradation.
- ☐ **High:** Product as a whole is still accessible, but core features are degraded. A severe problem affecting the customer experience and material features of the service.
- ☐ **Medium:** Customers are still able to access and use the service's material and core features. Issues only affect certain features of the service or data. A relatively minor problem that affects customer experience without substantially degrading service functionality.
- ☐ **Low:** A minor inconvenience to customers, workaround available. Little-to-no performance degradation. Typically falls within the margin of error for service/data accessibility. Formatting and/or displaying problems that don't degrade usability.

Definitions of Impact:

- ☐ **High Impact:** More than twenty-five (25) clients affected.
- ☐ **Medium Impact:** Five (5) to twenty-five (25) clients affected.
- ☐ **Low Impact:** Fewer than five (5) clients affected.

Definitions of Priorities and required Time To Response:

- ☐ **Priority 1 (P1):** Incidents that demand immediate attention and resolution. We will post all known incidents on our status page within one (1) hour and will provide regular updates via email and our status page.

Response time SLA: 1 hour
Remediation time SLA: 3.5 hours

- ☐ **Priority 2 (P2):** Incidents that need prompt attention. We will post incidents on our status page within four (4)

hours and will provide regular updates via email and our status page. Response time SLA: 4 hours
Remediation time SLA: 1 day

- **Priority 3 (P3):** Incidents that require attention from the engineering team and are prioritized over normal work. We will post all known incidents on our status page within one (1) business day. Updates will be provided upon request and upon the resolution of the issue.

Response time SLA: 1 business day
Remediation time SLA: as needed

- **Priority 4 (P4):** Incidents requiring normal prioritization. We update customers upon request.

Response time SLA: 1 business week
Remediation time SLA: as needed

Note: As defined above, response times define the beginning of Lightcast’s response to the incident. This does not define the timeframe by which we will be required to deliver a remediation to the incident. Remediation time refers to the time by which Lightcast commits to have the issue resolved.

Exclusions

The following are excluded from SLA affecting service availability:

- Scheduled maintenance. (Any non-emergency server maintenance performed on a quarterly basis, with five (5) business days advance notice posted to subscribers to the Status Page during the hours of 9pm - 5am Pacific Time.
- Upstream service provider outages (AWS, DNS, Snowflake etc.)
- Issues related to third-party domain name system (DNS) errors or failures.
- Security incidents and events.
- Verified bugs of any third-party software used by Lightcast in conjunction with Hosted Services.
- Force majeure events, including without limitation natural disasters, governmental or societal actions, and unexpected infrastructure failures.
- Client environment issues affecting connectivity or interfering with Lightcast services, including without limitation, client’s connection to the internet (e.g., problems with a client’s ISP or modem), or any other client software or equipment, client firewall software, hardware or security settings, client’s configuration of software (e.g. antivirus or anti-spyware software), or operator error of the client.

Rate Limiting

Lightcast’s services may be subject to a rate limit to ensure that individual users of the services do not create an unreasonable load that threatens the availability of the services and continuity of service for all users. The following products and rate limits are subject to change:

- Skills API: 5 requests per second;
- Titles API: 5 requests per second;
- Companies API: 5 requests per second;
- JPA API: 10 requests per second;
- Profiles API: 10 requests per second;
- Core LMI API: 300 requests per 5 minutes.

Service Rate limits are subject to change.

To determine if a service you are using is subject to such a rate limit, or to ensure the rate limit is up to date, please review the relevant service documentation.

If more requests are needed, contact your Lightcast representative.

Snowflake Credit Limiting

If a client’s Snowflake access is via a reader account—i.e., because the client does not maintain their own Snowflake subscription—their Direct Database Access via Snowflake is subject to a monthly limit of 200 credits.

The Snowflake credit limit is subject to change.

More credits may be purchased through your Lightcast representative.

Support

Email support: 24 x 7 at customersupport@lightcast.io (note that for 12 hours on Sunday, EST, this email is unmonitored). Errors and outages will be evaluated and responded to based on the Incident Response section of this policy.

Our support teams will respond to emails, questions, and outages as needed. Engineering teams will respond to any software defects or outages, and are assisted by a number of automated tools and notification systems to respond effectively.

Monitoring

Lightcast's public status page provides historical records of incidents and outages to the public. Clients may opt into receiving alerts for particular services from our status page service via email or Slack.

Lightcast monitors each service for availability and the usability of its core functionality. The service's availability (also known as uptime) will be checked by automated tests at least hourly. Logs of this uptime checking are available to clients upon request. Our monitoring and logging infrastructure is the source of truth for determining service availability, errors, and compliance with our uptime commitments.

Additionally, Lightcast monitors services for errors and impacts to core functionality using a combination of in house and third party tools. Logs are retained as dictated by Lightcast's security commitments. This includes a regularly scheduled on call rotation for services.

Business Continuity Planning

A *recovery time objective*, or *RTO*, is the amount of time required to recover from a major incident, including without limitation a complete service failure. A *recovery point objective*, or *RPO*, is the amount of acceptable data loss measured in time – time between the latest available backup and the incident (in other words, a 30 minute RPO means that in the event of a failure at 04:37, by the end of the RTO the service's data will be in the state it was at 04:07 or later).

RTO and RPO commitments are subject to the exclusions listed above.

In support of our SLA, Lightcast performs business continuity planning and drills these plans at least twice each year. These plans are designs and tested/drilled to ensure the following RTO and RPO:

RTO: 3.5 hours

RPO: 30 minutes