



Sacramento Regional Fire/EMS Communications Center
10230 Systems Parkway, Sacramento, CA 95827-3006
www.srfecc.ca.gov

UPDATED AGENDA

9:00 a.m.

Thursday, March 31, 2022

SPECIAL MEETING OF THE GOVERNING BOARD OF SRFECC

10545 Armstrong Ave – Room #385

Mather, CA 95655-4102

Public Remote Access at:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 916-245-8065](tel:+19162458065),472480697# United States, Sacramento

Phone Conference ID: 472 480 697#

[Find a local number](#) | [Reset PIN](#)

The Board will convene in open session at 9:00 a.m.

Call to Order

Chairperson

Roll Call of Member Agencies

Clerk of the Board

Primary Board Members

Tyler Wagaman, Chairperson

Chad Wilson, Vice Chairperson

Chris Costamagna, Board Member

Dan Quiggle, Board Member

Deputy Chief, Sacramento Metropolitan Fire District

Assistant Chief, Folsom Fire Department

Deputy Chief, Sacramento Fire Department

Deputy Chief, Cosumnes Community

Services District

Pledge of Allegiance

AGENDA UPDATE: An opportunity for Board members to (1) reorder the agenda; and (2) remove agenda items that are not ready for presentation and/or action at the present Board meeting.

PUBLIC COMMENT: An opportunity for members of the public to address the Governing Board on items within the subject matter jurisdiction of the Board. Duration of comment is limited to three (3) minutes.

Join on your computer or mobile app

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Or call in (audio only)

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* INDICATES NO ATTACHMENT

Please Note: The Public's health and well-being are the top priority for the Board of Directors ("Board") of Sacramento Regional Fire/EMS Communications Center and therefore, because of the potential threat of COVID-19 (Coronavirus), public access to this meeting will be available through the link set forth above.

PRESENTATION:

None

CONSENT AGENDA: Matters of routine approval including, but not limited to Board meeting synopsis, payroll reports, referral of issues to committee, other consent matters. Consent Agenda is acted upon as one unit unless a Board member requests separate discussion and/or action.

1. Board Meeting Synopsis (March 8, 2022) Page 4

PROPOSED ACTION: Motion to Approve Consent Agenda

STAFF REPORS/ACTION ITEMS:

1. **SUBJECT:** Approval of ESRI License Upgrade Page 9
a. *Recommendation: Approve ESRI Licensing Upgrade from single to multi-user agreement*

2. **SUBJECT:** Approval of AXIM GIS Support Block Page 14
a. *Recommendation: Approve AXIM GIS Support Block*

DISCUSSION/POSSIBLE ACTION:

None

ITEMS FOR DISCUSSION AND POTENTIAL PLACEMENT ON A FUTURE AGENDA:

None

BOARD MEMBER COMMENTS:

ADJOURNMENT:

The next scheduled Board Meeting is April 12, 2022.

Location: 10545 Armstrong Ave, Mather, CA 95655-4102

Time: 9:00 a.m.
Board Members, Alternates, and Chiefs

Posted at: 10230 Systems Parkway, Sacramento, CA 95827
www.srfecc.ca.gov
10545 Armstrong Ave, Mather, CA 95655-4102

DISABILITY INFORMATION:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Executive Director's Office at (916) 228-3070. Notification at least 48 hours prior to the meeting will enable the Center to make reasonable arrangements to ensure accessibility to this meeting.

* INDICATES NO ATTACHMENT

POSTING:

This is to certify that on March 30, 2022, a copy of the agenda was posted:

- at 10230 Systems Parkway, Sacramento, CA 95827
- at 10411 Old Placerville Rd – Suite #210, Sacramento, CA 95827
- on the Center's website which is: www.srfecc.ca.gov
- 10545 Armstrong Ave, Mather, CA 95655-4102

A handwritten signature in black ink that reads "Marissa Shmatovich". The signature is written in a cursive, flowing style.

Clerk of the Board

* INDICATES NO ATTACHMENT

REGULAR GOVERNING BOARD MEETING

March 8, 2022

GOVERNING BOARD MEMBERS

Deputy Chief Chris Costamagna	Sacramento Fire Department
Deputy Chief Tyler Wagaman	Sacramento Metropolitan Fire District
Deputy Chief Dan Quiggle	Cosumnes Community Services District
Assistant Chief Chad Wilson	Folsom Fire Department

GOVERNING BOARD MEMBERS ABSENT

COMMUNICATIONS CENTER MANAGEMENT

Troy Bair	Chief Executive Director
Julee Todd	Operations Manager

OTHERS IN ATTENDANCE

Lindsay Moore	Counsel, SRFECC
Marissa Shmatovich	Executive Assistant, SRFECC

NOTE: Because the Governor declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the Coronavirus) attendance by the public at this meeting was by telephonic means only and was made accessible to members of the public solely through the link set forth below.

Join Microsoft Teams Meeting

+1 916-245-8065 United States, Sacramento (Toll)

Conference ID: 950 282 072#

The meeting was called to order and roll call taken at 9:02 a.m.

1. The Pledge of Allegiance was recited.
2. There were no agenda updates.
3. There was no public comment.

4. **CENTER REPORTS**

a. Medical Director Dr. Mackey

Dr. Mackey has continued work on stroke initiative that he's been referencing for some time. He's completed filming an additional training video to provide more accuracy and better identification training. This data has been presented to Kaiser South.

Dr. Mackey has also been teaching cardiology and patient care scenarios at the firefighter academies.

5. **CLOSED SESSION:**

1. CONFERENCE WITH LABOR NEGOTIATOR*

Pursuant to Government Code Section 54957.6

Center Negotiator(s) Lindsay Moore, Counsel
Ty Bailey, Executive Director

Employee Organization(s) Teamsters Local 150
Teamsters Local 856
Unrepresented Administrators

2. PERSONNEL ISSUES*

Pursuant to California Governing Code Section 54957

- a. Employee Evaluation: Executive Director
Deputy Director
Operations Manager
- b. Public Employment: Chief Executive Director
Deputy Director

3. CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation*

- a. Pursuant to California Government Code Section 54956.9 (b)
The Board will meet in closed session to discuss significant exposure to litigation.
Two (2) potential cases

Closed session was convened at 9:08 a.m.

Open session was reconvened at 9:56 a.m.

1. The Board received an update; no formal action was taken.
2. The Board received an update; no formal action was taken.
3. The Board received an update; no formal action was taken.

- 7. **CONSENT AGENDA:** Matters of routine approval including, but not limited to Board meeting synopsis, payroll reports, referral of issues to committee, other consent matters. Consent Agenda is acted upon as one unit unless a Board member requests separate discussion and/or action.

A motion was made by Chief Wilson and seconded by Chief Quiggle to approve the consent agenda, Special Board synopsis (February 9, 2022), and Special Board Meeting Synopsis (February 23, 2022).

AYES: Sacramento Fire Department, Sacramento Metropolitan Fire, Folsom Fire,
Cosumnes Community Services District

NOES:

ABSENT:

ABSTAIN:

Motion passed.

8. STAFF REPORTS/ACTION ITEMS:

1. **SUBJECT:** Approval of Peraton 10th Contract Amendment, Adding Additional Maintenance
2. A motion was made by Chief Wilson and seconded by Chief Costamagna to approve the Peraton 10th Contract Amendment, Adding Additional Maintenance.

AYES: Sacramento Fire Department, Folsom Fire, Cosumnes Community Services District, Sacramento Metropolitan Fire

NOES:

ABSENT:
ABSTAIN:

Motion passed.

3. **SUBJECT:** Upgrade Dispatch Monitors

A motion was made by Chief Quiggle and seconded by Chief Wagaman to approve the quote for Upgraded Dispatch Monitors.

AYES: Sacramento Fire Department, Folsom Fire, Cosumnes Community Services District, Sacramento Metropolitan Fire
NOES:
ABSENT:
ABSTAIN:

4. **SUBJECT:** Update PAD and Approve Job Description for Administration Manager

A motion was made by Chief Costamagna and seconded by Chief Wilson to approve the Updated PAD and Approve Job Description for Administration Manager.

AYES: Sacramento Fire Department, Folsom Fire, Cosumnes Community Services District, Sacramento Metropolitan Fire
NOES:
ABSENT:
ABSTAIN:

9. **DISCUSSION/POSSIBLE ACTION:**

None

10. **INFORMATION:**

None

11. **CENTER REPORTS**

1. Chief Executive Director Bair

CED Bair opened with gratitude to the staff for the amazing work they do – despite being in the Operations role for some time, and then on the board, it took coming to the Center to truly grasp the work that all the staff do on a daily basis.

He continued with sharing that a continued priority of the Center is staffing and requested assistance from the fire agencies in any way to bolster the visibility of the Center's job listing.

2. Operations Manager Todd

OM Todd opened with sharing that 9 dispatchers are in various stages of training. The Center is discussing options for the Training supervisor position and how to move

forward with that. The Center is also looking forward to an academy in April, and another in the fall dependent upon timing of new CAD. Center staff recently attended a Change Management course that was well received and enhanced skills to handle changes that occur. CAD is at a pivotal moment, with System Readiness on the horizon and continued creative workflow solutions and prioritizing and identifying critical issues. ACD has kicked off and the Center will go live the week of March 20 – to decrease stress and increase efficiency on the dispatch floor.

Service Anniversaries:
Cierra – since 1998
Casey – since 2009
Anna – since 2013
Brad – since 2013

Congratulations and thank you for your many years of service.

12. CORRESPONDENCE:

None.

13. ITEMS FOR DISCUSSION AND POTENTIAL PLACEMENT ON A FUTURE AGENDA:

None

14. BOARD MEMBER COMMENTS:

Chief Quiggle

Chief Quiggle opened with thanks to CED Bair and the staff at the Center for preparing a great board packet. He also mentioned the Regional Diversity Committee is reaching out for community input as they move forward with a Strategic Plan.

Chief Costamagna

Chief Costamagna thanked all Administrative staff at the Center for all they do every day. He continued with congratulations to the service anniversaries and acknowledged they have been with us for some time and made significant contributions to the Center. Chief Costamagna also thanked the Center for their work on an awful call in SFD's jurisdiction and the Center handled it very professionally.

Chief Wilson

Chief Wilson opened with thanks for the well-organized board packet, to the leaders at the Center, and all the dispatchers for the day in and day out professionalism. He also affirmed that all agencies are having similar recruiting and staffing challenges and all agencies are working together with dispatch to recruit and resolve staffing issues.

Chief Wagaman

Chief Wagaman thanked Chief Bair, Julee Todd, and all the other men and women at SRFECC for their hard work and motivation, and it makes it easy for the board to rally and support the Center.

He congratulated the service anniversaries, as well as expressed excitement that ACD is on the horizon. He concluded by emphasizing the board of directors will continue to support new technology, and recruiting talented individuals to staff and support the Center.

15. ADJOURNMENT:

The meeting was adjourned at 10:17 a.m.

Respectfully submitted,



Marissa Shmatovich
Clerk of the Board

Tyler Wagaman, Chairperson

Chad Wilson, Vice Chairperson



Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3007

www.srfecc.ca.gov

STAFF REPORT (REPORT 22-9)

DATE: March 31, 2022
TO: Board of Directors
FROM: Troy Bair, Chief Executive Director
BY: Julee Todd, Operations Manager
SUBJECT: ESRI LICENSE UPGRADE

RECOMMENDATION

The Board of Directors:

1. Approves an upgrade to the ESRI StreetMap Premium license from a single user to a multi-user agreement.

BACKGROUND/ANALYSIS:

Currently, the version of ESRI StreetMap Premium the Center has is only designed for a single user and the license agreement doesn't allow publishing to our Enterprise Portal. As a result, the Center will need to add the uncapped version of StreetMap Premium to our Enterprise Agreement. This will give full access to leverage the data within your CAD/RMS and do all the other work that is being completed prior to the additional workflows we are adding which include:

- A tiled cache map service of StreetMap Basemap combined with a few operational layers (mile markers, call boxes, bike trails, water entry locations, etc)
- An exported mobile map package (mmpk) of the same map service for use offline in the field

This upgrade is necessary to continue to progress on Command Point CAD project build/implementation while adhering to the current timeline.

FINANCIAL ANALYSIS

The current version of ESRI StreetMap Premium single user agreement described above is provided to us at a cost of \$2000 annually. In the Center's board approved FY 2021-22 budget we anticipated a cost increase based on the new CAD build/implementation and budgeted \$5000. The quote we have received from ESRI to upgrade to the multi-user version is \$6100 annually.

Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,

Julee Todd
Operations Manager
Attachment: ESRI Quotation # Q-466632

Staff Report recommendation authorized by:

Approved as to Form:

Chief Executive Director

Legal Counsel



Quotation # Q-466632

Date: March 22, 2022

Customer # 101366 Contract # ENTERPRISE AGREEMENT

Sacramento Regional Fire EMS
 Communications Center
 10230 Systems Pkwy
 Sacramento, CA 95827

ATTENTION: Diane House
 PHONE:
 EMAIL: dhouse@srfecc.ca.gov

Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/21/2022 To: 6/19/2022

Material	Qty	Term	Unit Price	Total
159627	1	Year 1	\$6,100.00	\$6,100.00
ArcGIS StreetMap Premium USA State Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				

Subtotal:	\$6,100.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$6,100.00

The following items are optional items listed for your convenience.
 These items are not included in the totals of this quotation.

Material	Qty	Unit Price	Total
159627	1	\$6,100.00	\$6,100.00
ArcGIS StreetMap Premium USA State Populations of 0 to 25,000 Small Government Term Enterprise License Agreement			

159627	1	\$6,100.00	\$6,100.00
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Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Dan Henderson	Email: dhenderson@esri.com	Phone: (909) 793-2853 x2193
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.



Quotation # Q-466632

Date: March 22, 2022

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Sacramento Regional Fire EMS
Communications Center
10230 Systems Pkwy
Sacramento, CA 95827

ATTENTION: Diane House
PHONE:
EMAIL: dhouse@srfecc.ca.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
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Quotation # Q-466632

Date: March 22, 2022

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380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
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Sacramento Regional Fire EMS
Communications Center
10230 Systems Pkwy
Sacramento, CA 95827

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Quote is valid from: 3/21/2022 To: 6/19/2022*

ATTENTION: Diane House
PHONE:
EMAIL: dhouse@srfecc.ca.gov

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Dan Henderson	Email: dhenderson@esri.com	Phone: (909) 793-2853 x2193
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Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3007

www.srfecc.ca.gov

STAFF REPORT (REPORT 22-10)

DATE: March 31, 2022
TO: Board of Directors
FROM: Troy Bair, Chief Executive Director
SUBJECT: AXIM GIS SUPPORT BLOCK

RECOMMENDATION

The Board of Directors:

1. Approves a renewal of the GIS support block through AXIM formerly known as GIS, Inc. for 400 hours of GIS support.

BACKGROUND/ANALYSIS:

GIS Support Blocks provide a vehicle for accessing GIS support on demand. In the absence of permanent GIS staff employed by the Center the need for regular GIS input and assistance is necessary as part of a GIS Service Block. In the recent past, SRF ECC (the Center) has enjoyed a contract for these services through AXIM Geospatial (formerly GIS, Inc.) as part of a GIS Support Block that was initiated in 2021. This agreement was for a specified number of hours of service and as of March, 2022 these hours have been exhausted.

As we move forward with the build and implementation of Command Point CAD it is essential that we continue to have access to GIS support as the program is heavily reliant on GIS data and personnel to make this data usable to all end users. Similarly, the processes to gather, edit, and load GIS data into CAD and the MDC maps are still being defined and need a large amount of support to do so. We anticipate this need continuing through the build process and after the specified "go live" date. At this moment, these services are a critical need to continue to forge ahead in the build process.

FINANCIAL ANALYSIS

Due to the critical ongoing need for GIS support the Center received a quote to initiate a new GIS Support Block with Axim Geospatial. The hourly rate for this support reduces depending on the total number of hours purchased. The total hourly rate for services in the Support Block when the total number of hours exceeds 374 is 147.06/hr. The Center's Board Approved FY 2021-22 budget includes \$60,000 for these services. We have not expended these funds yet in anticipation of this agreement. Due to the critical need for this

support moving forward and the anticipated ongoing need, we are requesting a Support Block consisting of a number of hours, to be determined, not to exceed \$60,000 in cost.

Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,

Troy Bair

Chief Executive Director

Attachment: AXIM Geospatial Support Block details and prices

Staff Report recommendation authorized by:

Approved as to Form:

Chief Executive Director

Legal Counsel

March 18, 2022

Julee Todd
Sacramento Regional Fire/EMS Communications Center
10230 Systems Parkway
Sacramento, California 95827

Dear Julee,

Thank you for your interest in our GIS Support Block. Included in the following pages are Axim Geospatial's Support Block details and prices.

GIS Support Blocks will provide a vehicle for accessing GIS support on-demand to Sacramento Regional Fire/EMS Communications Center. I hope you find this information helpful. If I can provide further assistance, please do not hesitate to contact me.

Thank you again for your interest. We look forward to working with you.

Sincerely,



Theron Hodel
Account Executive
Axim Geospatial
100 QBE Way, Suite 1225 | Sun Prairie, WI 53590
p: (205) 725-5803 | c: (608) 843-0983 | e: theron.hodel@aximgeo.com

I. GIS Support Block

GIS Support Blocks provide a vehicle for accessing GIS support on-demand. Once a GIS Support Block is put in place, Axim Geospatial will provide professional services to assist Sacramento Regional Fire/EMS Communications Center with GIS support. All services provided as part of the GIS Support Blocks will be conducted by the most effective and cost-efficient method, including: virtually through remote network access, telephone conference calls, Internet (WebEx) demonstrations, or on-site consultants.

How do GIS Support Blocks work?

Once the GIS Support Block vehicle is in place, Axim Geospatial will provide Sacramento Regional Fire/EMS Communications Center with a single point-of-contact. Axim Geospatial will identify the support tasks and establish a communication plan for coordinating the activities of the task as well as status reporting. We will match the support task with the correct Axim Geospatial resource.

If a support task becomes large, Axim Geospatial may require using a management team. This function includes people, processes, and technology that are designed to make sure that Sacramento Regional Fire/EMS Communications Center receives outstanding value. Milestones and completion dates will be established for the Planning and Analysis, Client review, Design, Client review, Development, Testing, and Installation/Implementation phases of a large task or project. There are many tasks and risks that have the potential to derail a project. To manage this effort, larger tasks or projects that we execute are assigned a Project Coordinator or Technical Architect from Axim Geospatial.

II. Pricing & Acceptance

Prepaid blocks of hours can be purchased at the prices listed in Table 1 and volume discounts are included at each block level. Support block hours expire after 12 months from the date of signature. Axim Geospatial will invoice Sacramento Regional Fire/EMS Communications Center upon receiving the signed form.

You may indicate your acceptance of the above proposal with a signature from authorized personnel at Sacramento Regional Fire/EMS Communications Center. Any expenses or travel incurred by Axim Geospatial while performing GIS Support Block services to Sacramento Regional Fire/EMS Communications Center will be billed at actual costs separate from this contract.

TABLE 1		
<u>Prepaid Cost</u>	<u>Hourly Rate</u>	<u>Hours</u>
\$2,500 to \$15,000	\$166.67	15.0 to 90.0
\$15,001 to \$30,000	\$158.23	94.5 to 189.5
\$30,001 to \$55,000	\$151.52	198.0 to 363.0
\$55,001+	\$147.06	374.0+

Sacramento Regional Fire/EMS Communications Center

Support Block

Amount: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Quotation Terms and Conditions

This confidential quotation is valid until April 1st 2023 unless otherwise stated and does not include shipping or tax unless otherwise stated. This quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Axim Geospatial.

Payment Terms: Client will be billed monthly for all travel expenses and labor costs based on hours worked. Client agrees to NET 30 terms after receipt of invoice on this prepaid GIS support block. Supporting details will be provided as requested to detail the hours, rates, and deliverable(s) performed during the preceding month.



Standard Terms and Conditions

These standard terms and conditions ("Terms and Conditions") apply to any proposal, quotation and the resultant agreement relating to products and services sold by Axim Geospatial to a customer ("Customer"). These Terms and Conditions, together with the proposal, quotation and contract, including any statement of work, herein SOW, shall constitute the entire agreement ("Agreement") between the parties.

These Terms and Conditions are governed by the terms of the applicable License Agreement for any incorporated software ("License Agreement"). Capitalized terms used and not otherwise defined herein shall have the respective meaning set forth in the License Agreement.

1. GENERAL PROVISIONS.

This proposal including the SOW and all Terms and Conditions set forth herein, constitutes the entire agreement between Axim Geospatial and Customer. The Terms and Conditions of the proposal shall govern and control the terms of any purchase order or purchase confirmation form from the Customer. Customer acknowledges that Axim Geospatial has not authorized any of its sales agents or representatives to make any representations, warranties or agreements on behalf of, or to bind Axim Geospatial in any way. This confidential proposal is valid for thirty (30) days and unless otherwise stated.

2. SCOPE OF SERVICES.

During the term of the Agreement, Axim Geospatial shall furnish the services in accordance with the SOW set forth in the proposal.

3. WORK PERFORMANCE.

Axim Geospatial agrees that all work performed hereunder shall be performed on a best effort basis by Axim Geospatial staff having an appropriate experience and skill level, and in compliance with the SOW.

4. TAXES.

Unless this Agreement specifies otherwise, the price included in the proposal does not include, and Customer is liable for and shall pay, all taxes, impositions, charges, and exactions imposed on or measured by this Agreement. Prices shall not include any taxes, impositions, charges, or exactions for which Customer has furnished a valid exemption certificate or evidence of exemption.

5. CHANGES.

No changes, modification, amendment shall be binding upon Axim Geospatial unless otherwise agreed to in writing. Customer's authorized representative may in writing, direct changes within the general scope of the Agreement. If such change increases or decreases the cost or time required to perform this Agreement, Customer and Axim Geospatial shall negotiate an equitable adjustment in the price and schedule to reflect the appropriate change. Axim Geospatial shall

adjust the proposal to reflect the change. Customer shall modify any purchase order or confirmation form and reissue to Axim Geospatial accordingly.

6. INVOICE AND PAYMENT.

Customer shall pay Axim Geospatial within thirty (30) days after receipt of invoice or as per the terms indicated in the proposal. Axim Geospatial will bill Customer monthly for all travel expenses and labor costs based on hours worked.

7. CANCELLATION.

Customer shall provide thirty (30) days written notice to Axim Geospatial prior to canceling an order. Customer will compensate Axim Geospatial for all authorized services satisfactorily performed through the cancellation date under the payment terms in section 6 of these Terms and Conditions.

8. ASSIGNMENT.

Neither party shall assign any of its rights or interest in this Agreement or subcontract all or substantially all of its performance of this Agreement without the other party's prior written consent.

9. INDEMNITY.

The parties shall indemnify and hold harmless the other, its officers and employees from and against damages, claims liabilities, fines, penalties and expenses (to include reasonable attorney's fees) due to its negligent acts, willful misconduct, errors or omissions of any Axim Geospatial employee during the performance of its obligations hereunder that arise out of (1) injuries or death to persons or damage to property, (2) services and/or deliverables agreed to under this order (3) violation of any federal, state, county or municipal laws. Axim Geospatial's total liability to Customer for any reason shall not exceed the total amount paid to Axim Geospatial by Customer for the services provided under this Agreement.

Axim Geospatial's duty to defend and hold harmless Customer shall not apply to any liability claim for damages or injuries arising from or as a result of the negligence of Customer or employees / agents of Customer.

Axim Geospatial shall have no liability for any claim of infringement to the extent based on (1) the use of a superseded or altered version of any Axim Geospatial provided product or framework or (2) the combination, operation or use of the Axim Geospatial provided product with software, hardware or other materials not furnished or authorized to be used by Axim Geospatial.

To the extent permitted by law, in no event shall either party be liable to the other for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages of any kind.

10. WARRANTY.

Axim Geospatial warrants that it will perform the services in good faith and in conformance with professional industry standards. All Axim Geospatial employees, that work on the project, shall have the knowledge, education, training, skills and experience of the subject matter to which they will be performing services.

Axim Geospatial warrants the completed application against bugs and defects for a period of 30 days after acceptance. Ongoing support, functional enhancements, or performance issues caused by a change in the customer's IT environment are not included in the warranty. Coverage for these items will require a separate agreement.

11. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, AXIM GEOSPATIAL SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSS, DAMAGE, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS), EVEN IF THE CUSTOMER HAS BEEN ADVISED, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. AXIM GEOSPATIAL'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR PURSUANT TO ANY SOW (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES RECEIVED BY AXIM GEOSPATIAL FROM CUSTOMER PURSUANT TO THE APPLICABLE SOW UNDER WHICH THE ALLEGED LIABILITY AROSE.

12. FORCE MAJEURE.

Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.

13. SERVERABILITY.

If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.

14. GENERAL SERVICES ADMINISTRATION SCHEDULE

As indicated in the proposal, if applicable, this Agreement incorporates and shall be governed by the terms of a General Services Administration ("GSA") Schedule entered by Axim Geospatial and the United States Government. Axim Geospatial's GSA Schedule number: GS-35F- 0682R.

15. GOVERNING LAW.

This Agreement and any disputes arising out of, or relating to, this Agreement shall be governed by the laws of the State of Wisconsin without regard to the conflict of law rules thereof, provided that (i) contract provisions that have been incorporated directly from or by express reference to the Federal Acquisition Regulations ("FAR"), FAR supplements or GSA schedule terms, (ii) contract provisions that have been flowed down from a contract with the U.S. Government, and (iii) the Changes and Termination for Convenience articles, shall be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government.

16. DISPUTE RESOLUTION.

Customer and Axim Geospatial shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. Any claim that is not resolved by negotiation within thirty (30) days of notification shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The hearing locale will be held in the AAA office closest to Axim Geospatial corporate headquarters.

17. OTHER.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Wisconsin without regard to conflicts of laws provisions thereof.

Both Axim Geospatial and Customer will comply with all laws applicable to the Agreement.

All notices given under the Agreement will be effective when received in writing. Notices to the Customer and Axim Geospatial will be sent to the address provided in the proposal.

Changes to the Agreement must be in writing and must be signed by both parties.

18. COMPLETE AGREEMENT.

Customer acknowledges that it has read the Agreement, understands it and agrees to be bound by its Terms and Conditions. This contract contains the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Customer and Axim Geospatial related to the subject matter of this contract. No amendment or modification of this contract shall bind either party unless it is in writing and is signed by Customer's authorized representative and an authorized representative of Axim Geospatial.