

June 2, 2022

Columbus Hawks
GIS Manager / 911 Analyst
Rowan County IT
130 W Innes St
Salisbury, NC 28144

Re: GIS Managed Data Services Proposal

Dear Mr. Hawks:

I want to welcome you to the Avineon family. With our recent acquisition of the assets of Highland Mapping, we are excited to welcome you as a customer.

Avineon, Inc. is a global, family owned, business with over 30 years of experience in the GIS industry. Our capabilities extend from data collection and conversion to full system implementation with an emphasis on state and local governments and utility organizations. We are an ISO 9001:2015 registered organization committed to delivering quality in everything we do. We are also Esri Gold Business Partners specializing in the implementation of Esri's full product line including ArcGIS Enterprise, ArcGIS Online, Utility Network, and Parcel Fabric.

Now, in addition to the team you have come to rely on, (Kent Rothrock, Brandon Saunders, Tiffany Puett, and Kevin Jamison) who all remain on board, Avineon has over 500 GIS professionals located through the world to augment their work and provide you even more options. In fact, we have already added two additional resources to the team, Abigail Smith and Cole Kassing, who you should expect to meet in the coming months. We look forward to getting to know you and continuing to provide the first class support you have come to appreciate.

As part of the transition, you will notice a more formal approach to our managed data services offering. The attached document details the items included in the program and our standard terms and conditions. We are confident you will find these straightforward and merely a formalization of your prior expectations from Highland Mapping.

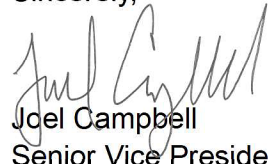
Also, as part of the new approach, we will be raising prices for new managed data services customers. However, as a legacy customer, you have been "grandfathered" at your existing price level. We will work with you to incrementally move to the new pricing structure over the next couple of years and endeavor to make this change as painless as possible. Also on the horizon will be a new, personalized, help desk system to allow you to communicate with our team more efficiently and receive a faster response as we add additional resources to the staff supporting our customers.

The addition of the Highland Mapping team has been exciting for us. We are all looking forward to meeting you and working with you over the coming months as we strive to enhance the service we provide and share with you other benefits Avineon can offer. I am very optimistic that the changes we are making and the other opportunities we offer will build on the strong relationship you have enjoyed with Kent and his team.

Thank you again for your continued support. If you have any questions or require further information, please contact Ms. Wendy Peloquin (wpeloquin@avineon.com; 727-382-0796) or me at your earliest convenience.

If you are in agreement with the terms of this proposal, please sign in the block provided below to authorize Avineon to proceed in accordance with the attachments to this letter, or contact me to discuss your preferred method of engagement.

Sincerely,



Joel Campbell
Senior Vice President – Commercial Systems
Avineon, Inc.
jcampbell@avineon.com

Authorization to Proceed:

Rowan County IT

Name: _____

Title: _____

Date: _____

ATTACHMENT A – SCOPE OF WORK

Avineon will provide the following GIS managed data services based on our *Gold* plan.

Service Type	Gold
Phone Support – Minor Problems/Questions (Desktop/Databases)	✓
Email Support – Minor Problems/Questions (Desktop/Databases)	✓
ArcGIS Online (Management) Support	✓
Database Compress/Versioning/Replication Issues/Problems/Changes	✓
Database Schema Issues/Updates	✓
Database User Access Issues/Updates	✓
Database File Size Issues (Data and/or Log Files)	✓
Troubleshooting Database Performance/Access Issues	✓
Screen Sharing Support – Minor Problems/Questions (Desktop/Databases)	✓
Support for Automated Jobs (Created by Avineon Staff)	✓
ELA Esri Licensing Updates (Desktop, Geodatabase, ArcGIS Server, Enterprise) – ELA Clients	✓
Ortho Loading/Mosaic Creation	✓
Ortho Caching (for Web Services)	✓
HLM Web Site Support – Problems/Minor Tweaks (If Using HLM Template)	✓
ArcGIS Enterprise (Management) Support	✓
Upgrades (In-Place) – Geodatabases (SQL and ArcGIS)	✓
Upgrades (In-Place) – ArcGIS Server	✓
Disaster Recovery	✓
New Automated Process (Standard Export or Reporting)	✓

The term of the support plan will be your organization's forthcoming fiscal year from July 1, 2022 through June 30, 2023.

ATTACHMENT B – COST PROPOSAL

Avineon's fee for one year of *Gold* support is presented below. The fee will be invoiced in two installments, upon acceptance of this proposal and after the first six months of service.

Support Level	Annual Fee
Gold	\$7,500.00

Avineon also offers an array of geospatial services beyond the scope of those listed in *Attachment A*, such as application development, data conflation, or data conversion. Hourly rates for such services are provided below. Avineon would be pleased to review the level of effort required for any such tasks with Rowan County IT.

Labor Category	Hourly Rate
FME Developer (Junior)	\$95.00
FME Developer (Senior)	\$120.00
FME Subject Matter Expert	\$190.00
GIS Analyst (Junior)	\$80.00
GIS Analyst (Senior)	\$120.00
GIS Consultant (Junior)	\$175.00
GIS Consultant (Senior)	\$200.00
GIS Data Entry Technician	\$60.00
GIS Developer (Junior)	\$115.00
GIS Developer (Senior)	\$190.00
GIS Project Coordinator	\$117.00
GIS Project Manager	\$137.00
GIS Senior Project Manager	\$195.00
GIS Senior Utility Consultant	\$225.00
GIS Subject Matter Expert	\$300.00
GIS Technician	\$75.00
Systems Architect	\$185.00

Notes:

1. Data and development staff via Avineon's subsidiary in India are available for larger projects at reasonable rates. Additional labor categories are also available.
2. All work can be performed remotely. If required, travel and other direct costs will be billed at cost plus G&A.

ATTACHMENT C – TERMS AND CONDITIONS

Rowan County IT Adobe PDF (“Purchaser” or “Party”) and Avineon, Inc. (“Avineon” or “Party”) acknowledge and agree that the following terms and conditions shall apply to the services performed pursuant to this Agreement (“Services”).

1. Invoices will be generated monthly by Avineon. Purchaser will pay Avineon within thirty calendar days from receipt of invoice.
2. Confidential Information received by a Party shall be kept confidential for three years following completion of the Services or termination of this Agreement, whichever shall occur first, and shall not be disclosed to any other person except as required by law or with the prior written consent of the disclosing Party.
3. Neither Avineon, Avineon's employees, nor Consultants are or shall be deemed to be employees of Purchaser. To the extent that Avineon has employees who perform Services under this Agreement, Avineon shall be solely responsible for the payment of compensation, including provision for employment taxes, worker's compensation, and any similar tax associated with employment of Avineon's employees.
4. Purchaser agrees that it shall ensure that no person, firm, or company which controls or is controlled by or is an affiliate of it shall during the term of this Agreement and for a period of one year thereafter, solicit the engagement of any Consultant or employee of Avineon either directly or indirectly, including through the agency of a third party, unless agreed in writing by Avineon. If Consultant becomes employed directly by the Purchaser or person, firm, or company which controls or is controlled by or is an affiliate of it, Purchaser shall pay Avineon a placement fee of the Consultant's annual salary.
5. All materials and products developed under this Agreement by Avineon or its Consultants are the property of the Purchaser. Avineon retains all rights to methodology, knowledge, documents, software, and data brought to the Services by Avineon and used in the performance of the Services. No rights to Avineon's property or proprietary interests existing prior to the start of the Services are passed hereunder or under any Schedule.
6. Avineon warrants to Purchaser that the material, analysis, data, programs, and services to be delivered or rendered hereunder will be of the kind designated and will be performed by qualified personnel. Avineon makes no other warranties, whether written, oral, or implied, including without limitation warranty of merchantability or warranty of fitness for particular purpose.
7. In no event shall Avineon be liable for special or consequential damages, whether or not the possibility of such damages has been disclosed to Avineon in advance or could have been reasonably foreseen by Avineon. Avineon's liability on any claim or loss or liability arising out of, or connected with, this Agreement, including breach of contract or warranty; for negligence; or for the sale, delivery, or use of any material, data, or programs, or the results of any services furnished hereunder, shall in no case exceed the amounts paid to Avineon by Purchaser under this Agreement.
8. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions and, unless the Parties agree to submit to binding arbitration, shall be heard in a court of competent jurisdiction in Virginia.
9. This Agreement together with any Schedules created hereunder constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Avineon by any of its salesmen, employees, or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter thereof. Purchaser acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.