

Lee County, FL Region 6 Software & Services

This Agreement is made by and between **Lee County, Florida** (“Customer”) and **Geo-Comm, Inc.** (“GeoComm”) a Minnesota corporation with its principal offices at 1100 West St. Germain Street, Ste. 301, St. Cloud, MN, 56301.

The parties agree to the following:

Section 1 – Scope of Work

Upon execution of Agreement, GeoComm will provide solutions and services as described in the exhibits. Agreement begins upon contract signing and ends October 31, 2028.

Section 2 – Pricing and Payment Terms

The Customer will pay \$416,970.66 as further described in exhibits. GeoComm will invoice Customer net 45 upon the following schedule:

- \$93,991.42 November 1, 2023
- \$80,744.81 November 1, 2024
- \$80,744.81 November 1, 2025
- \$80,744.81 November 1, 2026
- \$80,744.81 November 1, 2027

Section 3 – Changes in the Work

The Customer may, at any time by written order, make changes within the general scope of the work including but not limited to, revisions of, additions to, or subtractions from, or portions of the work. If any change order causes an increase or decrease in the cost of or time an Amendment will be done and signed by both parties.

Section 4 – Software User Terms of Use

“GeoComm Software Authorized Users Terms of Use” found in Exhibit D applies to this Agreement.

Section 5 – Data Confidentiality

GeoComm agrees to review, examine, inspect or obtain Customer data only for the purposes described in this agreement, and to at all times hold such information confidential. The obligation to protect the confidentiality of confidential information disclosed to the other party shall extend for a period of seven (7) years following disclosure and shall survive early termination of this Agreement. All data, whether digital or hardcopy, provided to GeoComm by the Customer shall remain the legal property of the Customer, and shall not be distributed, sold or utilized by GeoComm for any purposes other than those defined in this Agreement, without the express permission of the Customer. This Agreement is subject to Chapter 119, Florida Statutes, the Florida Public Records Law.

Section 6 – Notices

All notices under this agreement shall be mailed to the physical address listed below.

Customer

Mr. Paul Filla 911 County Coordinator
Lee County BOCC, Public Safety
P.O. Box 398
26655 Ortiz Ave.
Fort Meyers, FL 33902-0398
Email: pfilla@leegov.com

GeoComm

Heather Hoskins, Chief Financial Officer
1100 West St. Germain Street, Ste. 301
St. Cloud, MN 56301
E-mail: hhoskins@geocomm.com

Section 7 – Entire Agreement

This Agreement and Exhibits contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

Section 8 – Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

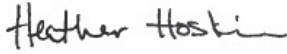
Section 9 - Applicable Law

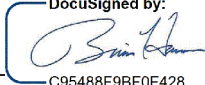
If there is any dispute concerning this Agreement, the laws of the State of Florida will apply. Venue would be Lee County, Florida.

Section 10 – Additional Information

- GeoComm is compliant with E-Verify requirements.
- GeoComm agrees to Terms and Conditions for Rural and State Grant S22-23-04-36 as defined by Florida Department of Management Services. If any additional grant paperwork needs to be executed, please send requests to hhoskins@geocomm.com.

Section 11 – Authorization of Both Parties

GeoComm	
Signature	
Print Name	Heather Hoskins, Chief Financial Officer
Date	September 20, 2023

Customer	
Signature	 C95488F9BF0F428...
Print Name	Brian Hamman Commissioner & Chairman
Purchase Order # (if required)	
Date	11/17/2023 2:02 PM EST DS

APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY:

ATTEST: CLERK OF THE CIRCUIT COURT



DocuSigned by:

 D7B0A432435E448...
 Deputy County Attorney

DocuSigned by:

 B72C163D219C464...
 Deputy Clerk

Exhibit A – Pricing for GeoComm Services & Software

This is a regional project; however, each county must approve and contract separately for the overall project related work. For the purposes of planning and contract initiation, each county needs to have completed paperwork to GeoComm before the deliverables of the Region 6 GIS data repository can be completed (i.e. on-site regional project initiation and workflow collaboration meeting, Region 6 merged GIS dataset). GIS data collection and quality control processing may occur as each county completes their paperwork with GeoComm. The below rates apply assuming full Regional 6 participation of all counties. The planned Region 6 GIS data repository project kickoff date will be determined once all counties have submitted their paperwork to GeoComm.

As part of the regional project, GeoComm will be on-site for a regional project initiation for up to two days, for two team members. For the GeoComm GIS Data Hub and services project, GeoComm will assign a primary point of contact to coordinate.

GeoComm GIS Data Hub: Up to Daily Submissions

Non-Recurring Services Description	MSRP One-Time Price	GSA One-Time Price
Lee County; GeoComm GIS Data Hub Quality Control Processing and Merging Subscription (Daily Submissions) One-Time Services. (SIN 54151S Senior GIS Specialist Labor Category)	\$13,170.38	\$12,775.61
Project Initiation Kickoff Meeting (Project Manager and GIS Professional for two days on-site at a central location within the region); non-recurring	\$684.31	\$663.88
*Project Initiation Kickoff Meeting (One trip for Project Manager and GIS Professional for two days on-site at a central location within the region); non-recurring, one-time travel price	\$278.40	\$278.40
Non-Recurring Services Total:	\$14,133.09	\$13,717.89
Adjustment	NA	(\$471.28)
Non-Recurring Services Adjusted Total	\$14,133.09	\$13,246.61
Annual Recurring Services Description	MSRP Price	GSA Annual Price
Year One		
Lee County; GeoComm GIS Data Hub Quality Control Processing Subscription (Daily Submissions) (GSA PN: 2422-6)	\$15,293.08	\$13,289.89
Lee County; GeoComm GIS Data Hub Merging Subscription (Daily Submissions) (GSA PN: 2422-122)	\$26,596.66	\$23,113.26
*Map Package Creation	\$958.00	\$958.00
On-Going GIS Professional Services and Project Management Services (SIN 54151S Senior GIS Specialist Labor Category)	\$43,704.65	\$42,394.66
*GIS Professional In-State Travel (includes up to 12 on-site visits coordinated with on-sites to regional neighbors)	\$989.00	\$989.00
Year One Annual Subscription Total:	\$87,541.39	\$80,744.81
Year Two		
Lee County; GeoComm GIS Data Hub Quality Control Processing Subscription (Daily Submissions) (GSA PN: 2422-6)	\$15,293.08	\$13,289.89
Lee County; GeoComm GIS Data Hub Merging Subscription (Daily Submissions) (GSA PN: 2422-122)	\$26,596.66	\$23,113.26
*Map Package Creation	\$958.00	\$958.00
On-Going GIS Professional Services and Project Management Services (SIN 54151S Senior GIS Specialist Labor Category)	\$43,704.65	\$42,394.66
*GIS Professional In-State Travel (includes up to 12 on-site visits coordinated with on-sites to regional neighbors)	\$989.00	\$989.00

Year Two Annual Subscription Total:	\$87,541.39	\$80,744.81
Year Three		
Lee County; GeoComm GIS Data Hub Quality Control Processing Subscription (Daily Submissions) (GSA PN: 2422-6)	\$15,293.08	\$13,289.89
Lee County; GeoComm GIS Data Hub Merging Subscription (Daily Submissions) (GSA PN: 2422-122)	\$26,596.66	\$23,113.26
*Map Package Creation	\$958.00	\$958.00
On-Going GIS Professional Services and Project Management Services (SIN 54151S Senior GIS Specialist Labor Category)	\$43,704.65	\$42,394.66
*GIS Professional In-State Travel (includes up to 12 on-site visits coordinated with on-sites to regional neighbors)	\$989.00	\$989.00
Year Three Annual Subscription Total:	\$87,541.39	\$80,744.81
Year Four		
Lee County; GeoComm GIS Data Hub Quality Control Processing Subscription (Daily Submissions) (GSA PN: 2422-6)	\$15,293.08	\$13,289.89
Lee County; GeoComm GIS Data Hub Merging Subscription (Daily Submissions) (GSA PN: 2422-122)	\$26,596.66	\$23,113.26
*Map Package Creation	\$958.00	\$958.00
On-Going GIS Professional Services and Project Management Services (SIN 54151S Senior GIS Specialist Labor Category)	\$43,704.65	\$42,394.66
*GIS Professional In-State Travel (includes up to 12 on-site visits coordinated with on-sites to regional neighbors)	\$989.00	\$989.00
Year Four Annual Subscription Total:	\$87,541.39	\$80,744.81
Year Five		
Lee County; GeoComm GIS Data Hub Quality Control Processing Subscription (Daily Submissions) (GSA PN: 2422-6)	\$15,293.08	\$13,289.89
Lee County; GeoComm GIS Data Hub Merging Subscription (Daily Submissions) (GSA PN: 2422-122)	\$26,596.66	\$23,113.26
*Map Package Creation	\$958.00	\$958.00
On-Going GIS Professional Services and Project Management Services (SIN 54151S Senior GIS Specialist Labor Category)	\$43,704.65	\$42,394.66
*GIS Professional In-State Travel (includes up to 12 on-site visits coordinated with on-sites to regional neighbors)	\$989.00	\$989.00
Year Five Annual Subscription Total:	\$87,541.39	\$80,744.81
Annual Recurring Services Total:	\$437,706.95	\$403,724.05
Five Year Contract Total:	\$451,840.04	\$416,970.66
<p>Notes: Pricing does not include GIS data error resolution. Lee County is responsible for remedying errors found within the data. GeoComm may provide GIS data update services, for an additional fee.</p> <p>If a County has a separate agreement with GeoComm for separate services/solutions that are being offered under this contract, when that County starts using the Services under this contract/future agreement, GeoComm will work with the County directly to do a change order with respect to the separate agreement GeoComm has directly with such PSAP/County so that the PSAP/County is not responsible for paying GeoComm for duplicate services/solutions.</p> <p>Pricing is based on GSA contract GS-35F-0594S unless not applicable. Items not included on the GeoComm GSA contract are noted throughout this section with an asterisk (*) and may be purchased as another direct cost on the GSA schedule. Travel is considered another direct cost on GSA contract GS-35F-0594S.</p> <p>Pricing is subject to increases at the sole discretion of GeoComm annually as a result in changes in market conditions including the Consumer Price Index and inflation. Notice of price increase would be provided at least 180 days prior to the start of each contract year.</p>		

Exhibit B – Scope of Work for GeoComm Services & Software

GeoComm will complete the following phases for a timely completion of the Lee County/Region 6 project:

- Onboarding Kick-off
- Hub Configuration and Data Load
- Hub System and Process Training
- Go Live
- Data Submission, Analysis, and Merged Dataset Creation
- Ongoing Operational Support Services

Based on contracted participation of counties within Region 6, GeoComm will combine meetings and complete the work in parallel.

Throughout the onboarding, GeoComm will dedicate time to ongoing communication. By partnering with GeoComm you will know the status of your onboarding, that deliverables are being met, and have confidence your objectives are being carried out. GeoComm will provide regular status updates that will include:

- General progress updates
- Issues/problems encountered or anticipated
- Customer responsibilities

Onboarding Kickoff

A GeoComm team will be assigned to ensure timely completion of the Regional GIS Data Repository Project for Lee County within Region 6. The GeoComm team of GIS and 9-1-1 systems experts will be led by a Project Manager and supported by a GIS professional. An extended GIS professional services team will collaborate on the project as well to deliver the project components on time and within budget.

The team's first action will be to ensure they have an accurate understanding of the Region's project objectives. The team will communicate internally to understand the scope of work, project schedule, and individual responsibilities. This is an important step towards successful and timely project completion.

Welcome Meeting

Shortly after contract execution, GeoComm will email a welcome packet containing an End User setup form. GeoComm will schedule a project initiation and GIS Data Management Workflow Collaboration meetings with the following objectives:

- Introductions and identification of project team members and roles
- Timeline and deliverable review
- Project approach review
- Project communication methods
- GIS Management and Workflow Collaboration meeting plans

GIS Data Management Workflow Collaboration Meeting

GeoComm will conduct a GIS Data Management Workflow Collaboration meeting to document a GIS Data Hub GIS data workflow and Quality Control (QC) plan. This meeting should include representatives from the Region and local counties to ensure all requirements are met with the QC Plan and GIS data workflows/processes. Policies for regular GIS data submittal to GIS Data Hub will be established. A QC plan, including regular communication of QC results to the jurisdictions will be documented. The QC plan will detail quality control processes to be performed on GIS data submitted to GIS Data Hub.

The Project Initiation and GIS Data Management Workflow meetings will be led onsite by the A GIS Specialist and GeoComm project manager, supported with additional remote staff, if needed. The on-site meetings will occur during the same onsite trip and includes GeoComm two staff members being on-site for up to two days.

Hub Configuration and Data Load

Prior to your data being processed through Hub for ongoing GIS data QC reporting, the data must be configured for use in the application. Customer's GIS data will be loaded into the system and field mapped. Field mapping controls how fields from submitted GIS data are processed. The one-time field mapping process will allow submitting agencies to continue working in their existing data structure. In addition, the number and type of specific QC checks to be executed by Hub will be configured. After configuration is complete, Hub will be ready to begin receiving data submissions for ongoing data quality reporting. Merging will be configured for the regional data set based on participation of additional Region 6 counties.

Hub Systems and Process Training

Training Approach Overview

A variety of education and training resources will be provided and available to the Region and Lee County to ensure the features and functionality of GIS Data Hub are used to their maximum potential. Empowering users and administrators alike to incorporate GIS Data Hub into NG9-1-1 GIS data management workflows will support streamlined NG9-1-1 GIS data maintenance tasks.

Training sessions will be a combination of on-site and remote opportunities which will be coordinated and scheduled in advance according to the project budget. In GeoComm's experience on other state and large-regional GIS Data Hub projects, web-based training courses are an effective medium to deliver the necessary training content, provide an environment which supports interactive learning, allowing for questions and answers.

In all training scenario cases, it is important to note training is intended for GIS Data Providers who will be responsible for managing data at the local level. It will ultimately be up to the Region and local counties to determine who will attend the training sessions. Generally, user roles will be defined by responsibilities around GIS data QC and maintenance. GeoComm will work with you to define these roles and establish the best participants for whichever training courses are selected.

GeoComm reviews and updates all training curricula and materials on a recurring and on an ad-hoc basis as new features and functionality are added to software applications. This means the training courses are focused on the most current products and services and are effective in ensuring system users and administrators understand the functionality.

GIS Data Hub Application and GIS Workflow Training

GIS Data Hub training will ensure system users have complete understanding of system functionality. This will empower the user to leverage the system most effectively in their GIS environment. A portion of the training includes a hands-on component for all participants/roles. This is recommended to ensure attendees can navigate the systems, effectively leverage the tools, and voice questions which arise while navigating the systems.

GIS Data Hub training topics will include:

- GIS Data Hub overview, including user roles and responsibilities
- Access to Hub and GIS Data Hub Help
- GIS data upload
- QC settings and field mapping

- QC results notification receipt and download
- Accessing the QC summary report
- Workflow diagram review
- Review of QC process results
- Correcting reported errors
- Q&A

The web-based GIS Data Hub training will be recorded and provided to the Region for use as the Region sees fit. In addition, GeoComm offers refresher training tailored to the specific training needs of a client, for an additional fee, upon request.

During a web meeting, we will distribute and discuss the GIS Data Management workflows which were finalized after the GIS Data Management Workflow Collaboration meeting. The workflows will outline the flow of GIS data through the system.

Training will be deemed successful when course attendees are able to understand the system functionality taught during the course.

Go Live

GIS Data Hub subscription begins once usernames and passwords are provided.

For the term of your active subscriptions:

- GIS Support is available by emailing gis@geocomm.com or calling 1.844.282.4507.
- Technical Support can be found: <https://www.geocomm.com/legal-support/terms/>.
- Software Terms of Use can be found: <https://www.geocomm.com/legal/>

Data Submission, Analysis, and Merged Dataset Creation

Initial Data Submission

Following training, Lee County may begin uploading GIS data to GIS Data Hub. The required GIS datasets include:

- Road Centerlines
- Site/Structure Address Points
- PSAP service boundaries
- Fire, Police, EMS service boundaries
- Provisioning Boundary
- ALI (automatic location identification) database
- MSAG (master street address guide)

Note: The ALI database and MSAG can be provided at a later date if not readily available at the time of initial GIS data upload

Initial GIS Data Analysis

Prior to local jurisdiction staff undertaking GIS data updates, a preliminary assessment of each jurisdiction's GIS data will be completed to identify data errors, omissions, and anomalies. After the data has been successfully set up in GIS Data Hub, it will be processed through the configured QC and validation checks, specific to the project QC plan requirements. A report outlining the results of each analysis, including a list of errors, will be generated and provided to each jurisdiction. A conference call will be scheduled and held

between GeoComm and local county stakeholders to discuss the findings in the report as well as the next steps in undertaking GIS data development and update tasks.

Jurisdiction GIS Data Updates

Using the QC reports as a guide, local jurisdiction GIS staff will update GIS data, and where necessary, develop missing GIS data. GeoComm will be available to local jurisdictions during this phase as a knowledge resource to assist in the process as necessary. After the data has been developed and/or updated, it will undergo another round of validation and QC processing to ensure the data meets the QC plan requirements. A report outlining the results of the QC processing will be developed and delivered to the respective local jurisdiction with each cycle through GIS Data Hub.

The QC and validation checks may uncover edge matching issues with surrounding counties, it will be the responsibility of local jurisdictions to resolve these errors. GeoComm will assist the counties within the Region with identifying edge matching issues, recommending modifications, identifying which agency will resolve the discrepancy, and tracking action items.

QC Results Interpretation Support

Through the project, local counties will have access to GeoComm's experienced team of GIS professionals and project manager to answer questions related to the QC results generated by GIS Data Hub. Our team is available to answer questions via email, over the phone and, as needed, to schedule web sessions to review individual local jurisdiction QC results and provide advice on how to efficiently resolve any errors. In addition, GeoComm's local GIS professional is available to travel onsite for face-to-face consultation and guidance where needed.

Merged Geodatabase Creation

Once all counties in the region have completed contracting paperwork, GeoComm will configure the system to facilitate the creation of a uniform merged regional GIS dataset, automated schema and geodetic transformation procedures will be executed on the GIS data provided. These procedures will merge the GIS data from local county disparate datasets into a regional GIS dataset in the NENA NG9-1-1 GIS data model structure. GIS data that has critical errors will not proceed to the merging step until those critical errors are resolved. The merged regional GIS dataset will incorporate existing data from the local jurisdictions and be updated with each new county data submission to GIS Data Hub. GIS data submissions are unlimited to encourage users to frequently check their progress on error resolution.

After the GIS data has been merged, it will again be processed through configured QC checks to determine the quality of the merged dataset. Results will be reported back to the local jurisdictions and the Region. Local counties will again be responsible for resolving errors found within their respective datasets and working with neighboring jurisdictions to resolve overlaps, gaps, and edge matching errors.

Synchronization with the MSAG and ALI Database

As part of every map data upload, GIS Data Hub will perform a comparison between the GIS data and the MSAG, and the GIS data and the ALI Database and report results back to local jurisdictions. The results will be a valuable resource for local jurisdictions in keeping their GIS data synchronized with the MSAG and ALI database, as well as a metric for measuring progress toward required synchronization levels. A new ALI and MSAG are not required for each upload. Comparisons will be completed on the most recent data, ALI, and MSAG submitted. If updates have been made to the MSAG and ALI, true synchronization percentages will only be known when the latest MSAG and ALI files are uploaded with those changes.

Ongoing Operational Support Services

Ongoing operational support services will include a variety of GIS and technical support delivered by GIS Data Hub, GeoComm's GIS professionals, and GeoComm's Technical Support team. For this project, GeoComm will assign a GIS professional based in Florida to assist the counties and the Region in project initiation, training, and on-going support. A description of the services is provided below.

GIS Data Transformation, Merging, QC, and Reporting

GIS Data Hub will provide on-going GIS data transformation, merging, QC, and reporting which will result in the progressive improvement of the Region's NG9-1-1 GIS dataset. The ongoing services workflow will follow a similar workflow of that which will occur with the initial data upload, QC, and merging. As follows:

- Local counties upload GIS data updates to GIS Data Hub on an up-to-daily basis
- GIS data will undergo multiple configured QC checks
 - The QC checks will be executed prior to data updates being merged into the statewide GIS dataset
- Data quality reports will be delivered to each respective local jurisdiction.
- Local jurisdictions will correct the GIS data errors outlined in the data quality reports provided by GIS Data Hub and resubmit updated data back to the system
 - GeoComm may provide GIS data development services to resolve the errors if requested, for an additional fee.
- After the local county GIS data is evaluated with the QC checks, it is transformed and merged into a regional dataset in a format required by the NGCS service provider. (available once all counties are contracted for the Region 6 GIS project.
- After the merged data has passed QC checks, it can be made available for use by NGCS service providers and other systems as needed by the counties.

This process will result in a continuous feedback loop of GIS data updates from the local jurisdictions, GIS data performance measurements and reporting, data transformation, and aggregation.

GIS Data Hub includes pre-designed and configurable reports and dashboards. Reports and dashboards are role based, so local GIS offices and other stakeholders can see the information and data appropriate and most pertinent for their roles and responsibilities within the 9-1-1 enterprise.

The reports are viewable via a secure website and can be downloaded in .xlsx, .pdf, .csv, and other formats depending on the need for the report. Reports can also be scheduled to be generated automatically and delivered based on time/date or upon certain processing criteria (such as the conclusion of a job process) to the user as part of the detailed results sent via an email link.

In addition, GeoComm will provide and maintain a dashboard accessible by all regional stakeholders that will show a visual representation of overall data submissions, county boundary gaps and overlaps, number of discrepancies, or other available data as required by the Region to support collaboration and planning.

GIS Data Hub Application Support

GeoComm will provide ongoing support of GIS Data Hub by monitoring the environment GIS Data Hub is hosted in and updating product versions with adequate notice.

The Region and jurisdictions will have access to GeoComm's technical support team for assistance with questions or issues which are non-GIS related based on the Technical Support. Visit www.geocomm/legal for more information.

GIS Data Hub is equipped with on-line web-helps, which can be accessed from directly within the application. With the easy-to-use search feature, answers are quickly found rather than thumbing through countless pages in a paper manual.

Another benefit of the on-screen help guide is the information within is always up to date. With each service pack or system release, the on-screen help information is updated as part of the release, eliminating out-of-date paper manuals.

Exhibit C – Customer Responsibilities for GeoComm Services & Software

We believe our clients play a critical role so that the GeoComm software can be fully utilized by the client as quickly as possible.

Customer General Project Responsibilities

It is requested that the following general project support be provided:

- Assist in coordinating and attend periodic conference calls
- Provide pertinent project information and documentation
- Assist in ongoing QC
- Provide a single point-of-contact
- Assign appropriate staff to attend the training courses provided
- Have standard IT procedures in place including disaster recovery, system backups, etc.
- Keep and maintain backup copies of current map data files
- Provide Internet connection for remote training participants
- Submit required GIS information (e.g. GIS map data, public safety databases, and/or other resources)

Exhibit D – GeoComm Authorized User Terms of Use

These Software Terms of Use ("**Terms of Use**") govern your use of the Geo-Comm, Inc. software identified in the relevant statement of work, Master Agreement or otherwise provide to you by Geo-Comm, Inc. (the "**Software**"), including all user manuals, technical manuals, and any other materials provided by Licensor, in printed, electronic, or other form, that describe the Software or its use or specifications (the "**Documentation**") provided to you ("**you**" or "**your**") for use pursuant to and subject to the applicable master agreement (the "**Master Agreement**") between Geo-Comm, Inc. ("**Licensor**") and your employer or other person or entity who owns or otherwise lawfully controls the computer on which the Software is accessed or installed ("**Licensee**").

BY LOGGING IN YOU: (i) REPRESENT THAT YOU ARE DULY AUTHORIZED BY LICENSEE TO ACCESS AND USE THE SOFTWARE; AND (ii) ACCEPT THESE AUTHORIZED USER TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT CHECK THE "ACCEPT" BOX AND YOU WILL HAVE NO LICENSE TO, AND MUST NOT ACCESS OR USE, THE SOFTWARE.

1. License Grant. Subject to your strict compliance with these Terms of Use, Licensor hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to use the Software solely in accordance with the Documentation, as installed on, or accessed by, the equipment provided by Licensee and for Licensee's internal business purposes. The foregoing licensee will terminate immediately on the earlier to occur of:

- (a) the expiration or earlier termination of the Master Agreement between Licensor and Licensee; or
- (b) your ceasing to be authorized by Licensee to use the Software for any or no reason.

Licensee may make certain Software or a new feature or functionality available on an evaluation or beta basis ("**Evaluation Offering**"). Each Evaluation Offering is made available and provided "AS IS" without any obligation of continuing service, update, support or warranty of any kind or nature. You agree to only use an Evaluation Offering for evaluation purposes during the evaluation period set by Licensor. Licensor may terminate, suspend or cancel any Evaluation Offering at any time and without notice.

2. Use Restrictions. You shall not, directly or indirectly:

- (a) use the Software or Documentation except as set forth in Section 1;
- (b) copy the Software or Documentation, in whole or in part;
- (c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or any part thereof;
- (d) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;
- (e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- (f) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the Software or Documentation, including any copy thereof;
- (g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Software or any features or functionality of the Software, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;
- (h) use the Software or Documentation in violation of any law, regulation, or rule;
- (i) use the Software or Documentation in violation of the Master Agreement; or
- (j) use the Software or Documentation for purposes of competitive analysis of the Software, the

development of a competing software product or service, or any other purpose that is to the Licensor's commercial disadvantage.

3. Third-Party Materials. The Software includes software, content, data, APIs or other materials, including related documentation, that are owned by Persons other than Licensor and that are provided to you on licensee terms that are in addition to and/or different from those contained in this Agreement ("**Third-Party Products**"). A list of all Third Party Products included in the Software and provided under Third-Party Licenses can be found at www.geo-comm.com/legal, and the applicable licenses for Third-Party Products are accessible via links therefrom. Licensee is bound by and shall comply with all Third-Party Products license terms. Any breach by you or Licensee is also a breach of this Agreement. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not use the Software. Licensor expressly disclaims any liability or responsibility for Third-Party Products, including, without limitation, the reliability of information accessed through such Third-Party Products and all such Third-Party Products are provided AS-IS/WHERE-IS with ALL FAULTS.

4. Collection and Use of Information.

- (a) Licensor may, directly or indirectly through the services of others, collect and store information regarding use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used, by means of providing maintenance and support services.
- (b) You agree that the Licensor may use such information for any purpose related to any use of the Software by you, including but not limited to: (i) improving the performance of the Software or developing updates; and verifying compliance with the terms of this Agreement and enforcing Licensor's rights, including all intellectual property rights in and to the Software.
- (c) For indoor map data collected by Licensor, Licensor may share any such indoor map data with any primary or secondary PSAP, ECC, or entity capable of receiving a 9-1-1 call and any first responder that is actively dispatched by the entity receiving a 9-1-1 call.
- (d) All information will be collected and stored in accordance with Licensor's privacy policy found at <https://geo-comm.com/privacy-policy/> as the same may be updated from time to time.

5. Intellectual Property Rights. You acknowledge that the Software is provided under license, and not sold, to you. You do not acquire any ownership interest in the Software under this Agreement, or any other rights to the Software other than to use the Software in accordance with the license granted under this Agreement, subject to all terms, conditions, and restrictions. Licensor, and its licensors and service providers, reserve and shall retain their entire right, title, and interest in and to the Software and all intellectual property rights arising out of or relating to the Software, subject to the license expressly granted to the Licensee in this Agreement. You shall safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access.

6. Responsibility for Use of Software. You are responsible and liable for all uses of the Software and Documentation through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, you are responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by any other person to whom you may provide access to or use of the Software and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

7. Disclaimer of Liability. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE

ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE. YOU ARE PROVIDED THE SOFTWARE PURSUANT TO THE SOFTWARE LICENSE AGREEMENT BETWEEN LICENSOR AND LICENSEE, SOLELY FOR THE BENEFIT OF LICENSEE AND AT LICENSEE'S DISCRETION. YOU ACKNOWLEDGE THAT YOU HAVE NO RIGHTS UNDER THAT AGREEMENT INCLUDING ANY RIGHTS TO ENFORCE ANY OF ITS TERMS. ANY OBLIGATION OR LIABILITY LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR LICENSORS OR SERVICE PROVIDERS, MAY HAVE WITH RESPECT TO YOUR USE OR INABILITY TO USE THE SOFTWARE SHALL BE SOLELY TO LICENSEE PURSUANT TO THAT AGREEMENT AND SUBJECT TO ALL LIMITATIONS OF LIABILITY SET FORTH THEREIN.

8. Limitation of Liability. EXCEPT IN CASES OF NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (a) IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Export Regulation. The Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

10. US Government Rights. The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Licensee is the US Government or any contractor therefor, Licensee shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

11. Governing Law. Unless an Alternative Jurisdiction is identified in the Master Agreement (as such term is defined in the Master Agreement), these Terms of Use are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Florida.



AGENDA ITEM REPORT

DATE: November 7, 2023
DEPARTMENT: Public Safety
REQUESTER: Benjamin Abes
TITLE: Approve Piggyback Purchase for Regional E911 Map Coordination

I. MOTION REQUESTED

A) Approve Piggyback No. PB230374DWJ to utilize pricing on the GSA MAS Contract No. GS-35F-0594S for Florida 911 Region 6 Next Generation 911 GIS Repository with Geo-Comm, Inc., for the purchase of 911 GIS repository software and data services, in the amount of \$416,970.66.

B) Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.

II. ITEM SUMMARY

This action approves the piggyback purchase of a Next Generation 911 GIS Repository solution from Geo-Comm, Inc., in the amount of \$416,970.66. The purchase is on behalf of the Region 6 E911 centers and is fully funded by a state grant from the Florida Department of Management Services. The repository allows the regions' 911 maps to be connected and stored in a central source to improve interoperability across county lines. A market analysis was completed, and the purchase under this contract will represent a savings of \$34,869.38. The term of the agreement is five years, ending October 31, 2028.

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

In March 2023, this Board approved a memorandum of understanding regarding a joint regional Next Generation 911 routing project between the Counties with Region 6. On June 20, 2023, the Board also accepted a 911 State Grant from the Florida Department of Management Services for the funding of the NG911 GIS Repository solution for all Region 6 E911 systems.

This item approves the piggyback purchase of this repository. The solution was required to be purchased through this vendor under the GSA contract under the terms and conditions of the grant from the Florida Department of Management Services. The purchase under this contract constitutes a savings of \$34,869.38 over the five-year term. The grant fully funds the purchase.

The repository will take GIS maps from each county 911 system and store them in a central location for regional call routing in Next Generation 911 systems. The services also include the work necessary to connect the individual county maps to create a regional map for this purpose.

B) Policy Issues

C) BoCC Goals

D) Analysis

E) Options

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	\$416,971
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Expense
D)	Is this Discretionary or Mandatory?	N/A
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	No
F)	Fund: 15200 Program: Public Safety Project: E911 Next Gen Core Services Regional Maps Account Strings: 12138015200	
G)	Fund Type?	Other: Grant - Florida Department of Management Services

H)	Comments:
----	-----------

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

VII. FOLLOW UP

ATTACHMENTS:

Description	Upload Date	Type
Piggyback Summary - PB230374DWJ_REV1_final	9/28/2023	Backup Material
Lee County, FL Region 6 GeoComm Services Contract #026933 9.20.2023	9/28/2023	Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Public Safety	Tucker, Mary	Approved	10/25/2023 - 12:44 PM
Public Safety	Abes, Benajamin	Approved	10/25/2023 - 1:17 PM
Budget Services	Guttery, Angela	Approved	10/27/2023 - 8:35 AM
Budget Services	Winton, Peter	Approved	10/27/2023 - 9:44 AM
County Attorney	Fraser, Andrea	Approved	10/27/2023 - 11:07 AM
County Manager	Brady, Christine	Approved	10/27/2023 - 12:33 PM

Certificate Of Completion

Envelope Id: DB773395DD0247A7BA92C0A34C4DCA80	Status: Completed
Subject: Board Approved-Routing-Solicitation #PB230374DWJ Geo-Comm Inc	
Source Envelope:	
Document Pages: 14	Signatures: 3
Supplemental Document Pages: 11	Initials: 0
Certificate Pages: 5	Envelope Originator: Connie Prevatte
AutoNav: Enabled	2115 Second St, First Floor
Enveloped Stamping: Enabled	Fort Meyers, FL 33901
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	cprevatte@leegov.com
	IP Address: 208.89.76.205

Record Tracking

Status: Original	Holder: Connie Prevatte	Location: DocuSign
11/14/2023 10:28:18 AM	cprevatte@leegov.com	

Signer Events

Signer Events	Signature	Timestamp
Risk	Completed	Sent: 11/16/2023 8:29:20 AM
risk@leegov.com		Viewed: 11/17/2023 8:51:00 AM
Risk Program Manager		Signed: 11/17/2023 8:51:07 AM
Self-Insured	Using IP Address: 208.89.76.207	
Signing Group: Risk Management		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		


Andrea Fraser		Sent: 11/17/2023 8:53:24 AM
afraser@leegov.com		Viewed: 11/17/2023 9:32:34 AM
Deputy County Attorney		Signed: 11/17/2023 9:33:02 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 208.89.76.205	

Electronic Record and Signature Disclosure:
Accepted: 11/17/2023 9:32:34 AM
ID: b1af9950-1d32-4fcc-88fe-c318b29feaea

Brian Hamman		Sent: 11/17/2023 9:33:04 AM
dist4@leegov.com		Viewed: 11/17/2023 9:35:41 AM
Commissioner & Chairman		Signed: 11/17/2023 2:02:06 PM
Lee County BoCC	Signature Adoption: Uploaded Signature Image	
Signing Group: District 4	Using IP Address: 208.89.76.203	
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Melissa Butler		Sent: 11/17/2023 2:02:09 PM
mbutler@leeclerk.org		Viewed: 11/17/2023 3:46:14 PM
Deputy Clerk		Signed: 11/17/2023 3:46:36 PM

Lee County Clerk of Courts		
Signing Group: Minutes		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 198.184.170.4	

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Erica Temerario
etemerario@leegov.com
Lauren Schaefer
lschaefer@leegov.com
Tina Boone
tboone@leegov.com
Legal Administrative Specialist, Sr
Lee County BoCC
Signing Group: County Attorney's Office
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 11/17/2023 8:53:26 AM
Viewed: 11/17/2023 11:28:55 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Connie Prevatte
cprevatte@leegov.com
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 11/17/2023 3:46:39 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	11/16/2023 8:29:20 AM
Certified Delivered	Security Checked	11/17/2023 3:46:14 PM
Signing Complete	Security Checked	11/17/2023 3:46:36 PM
Completed	Security Checked	11/17/2023 3:46:39 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Lee County BOCC-Procurement Management (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Lee County BOCC-Procurement Management:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mpatterson@leegov.com

To advise Lee County BOCC-Procurement Management of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mpatterson@leegov.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Lee County BOCC-Procurement Management

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mpatterson@leegov.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Lee County BOCC-Procurement Management

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mpatterson@leegov.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Lee County BOCC-Procurement Management as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Lee County BOCC-Procurement Management during the course of your relationship with Lee County BOCC-Procurement Management.