<MUNICIPALITY OF ANCHORAGE>

LETTER OF ENGAGEMENT

This letter is to set forth the terms and objectives of an engagement for services with E-Terra a 3GLP, Inc company, as "Consultants", and "Municipality of Anchorage" (CLIENT), and the nature and limitations of the services we will provide to the "Municipality of Anchorage" until mutually changed.

WORK TO BE DONE

A. Scope of Limitations.

This engagement cannot be relied upon to disclose errors, irregularities , or oversights. We may inform you of any such matters that come to our attention.

B. Agreed Upon Services .

E-TERRA will perform technical and analytical services in support of REDISTRICTING projects. E-TERRA will provide required hardware, subject matter experts, software and trained analytical staff to work with <MUNICIPALITY OF ANCHORAGE> executives and partners to develop work products to support or defend <MUNICIPALITY OF ANCHORAGE> projects or claims. Final plans will be coordinated through <MUNICIPALITY OF ANCHORAGE> project. E-TERRA will also be available to assist <MUNICIPALITY OF ANCHORAGE> and Partners to develop and submit work products to support any direct legal challenges. Professional Testimony in legal support is billed at a separate rate as listed below.

Printed Materials will be billed at E-TERRA's price schedule on a per sq ft basis cost for production, plusany mounting or lamination fees.

All work completed under this contract will be executed under individual Task Orders signed by <MUNICIPALITY OF ANCHORAGE> authorized personnel before commencement of work. Electronic/Email authorization will be considered binding for this agreement.

Task Orders Issued under this contract maybe fixed fee based on scope of work, or Time and Materials not to exceed task order amount. Fixed Fee task orders will be calculated based on the schedule below unless otherwise noted in individual Task Order approved under this Engagement Letter.

FEE SCHEDULE

A. Fees .

E-TERRA Consulting Rates

Description	Rates/ hr.
Sr Project Manager	$ 140
Sr GIS / Image Processing Analyst	$ 125

Sr. Geographer/ Logistics Analyst	$	110
GIS Analyst	$	100
CAD Tech.	$	78
Sr Software Developer	$	125
Programmer Analyst/ Database	$	115
Sr .Animation Graphic Artist	$	100
Web Graphics Programming	$	90
Professional Legal Support	$	$225

B. Factors Affecting Fee.

Fee is based upon several factors, the most important of which includes time and labor involved both in the field and office capacities, skill requisite to perform services properly, any special circumstances imposed, and required research and review.

C. Direct Expenses. Not anticipated but will include Phone conference, Travel, Field time at cost plus 5%

D. Additional Compensation

N/A

E. Payment Terms

Municipality of Anchorage shall pay Consultants as services are billed. Terms Net 15

TERMINATION

Either party may terminate this business relationship by any form of written notification, excluding E-mail, upon thirty (30) days notice to the other party.

LIMIT OF LIABILITY

Municipality of Anchorage agrees that Consultants' liability hereunder for damages, regardless of the form of action, shall not exceed the total amount paid for the services described. This shall be your exclusive remedy.

Municipality of Anchorage further agrees that E-TERRA, or its representatives or employees will not be liable for any claim, demand, or judgment against you by any other party. Additionally, Consultants will not be held liable for incidental or consequential damages even if we have been advised of the possibility of such damages.

No action, regardless of form, arising out of the services of this agreement, may be brought by either party more than one year after the date of the last services provided under this agreement.

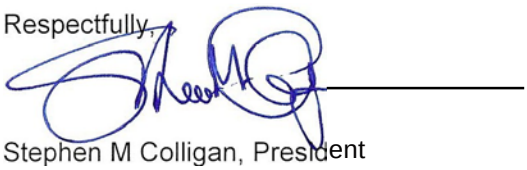
APPLICABLE LAW

This engagement letter shall be governed as to validity, interpretation, construction, effect and in all other aspects by the laws and decisions of the State of Alaska. In the event of commencement of any legal action regarding any term or condition of this engagement, such action by agreement is to be subject to the jurisdiction of the courts of the State of Alaska and/or the relevant governing body.

COMPLETE AGREEMENT

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and other communications between the parties. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force.

Respectfully,



Stephen M Colligan, President

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Anchorage, AK
99515
(907) 230-3422
scolligan@3glp.net

Accepted by:_____

Title:_____

<MUNICIPALITY OF ANCHORAGE>

<address>
<name>
<phone>
<email>

Date: .....