

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

113



FROM: FIRE

SUBMITTAL DATE: February 16, 2010


SUBJECT: Approve amendment of (EAP) Enterprise Advantage Program agreement 2003MLA3571 with Environmental Systems Research Institute, Inc. (ESRI).

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve the EAP amendment for a one year with ESRI for \$100,190 annually, without seeking competitive bids, which contains an option to renew the agreement for three additional one-year periods; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments to the compensation provision that do not exceed the annual CPI rates; and
3. Direct the Clerk of the Board to return three original signed amendments to the Purchasing and Fleet Services Department.

BACKGROUND: The Riverside County Fire Department (Fire) utilizes an integrated collection of proprietary software products developed by ESRI to meet its emergency service delivery mission, aid in management decisions and create Geographical Information System (GIS) displays.

(Continued on Page 2)

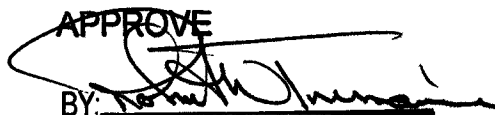


 John R. Hawkins, County Fire Chief

FINANCIAL DATA	Current F.Y. Total Cost:	\$100,190	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$24,046	Budget Adjustment:	No
	Annual Net County Cost:	\$24,046	For Fiscal Year:	10/11

SOURCE OF FUNDS: 40% Structural Fire Tax, 36% Contract Revenue and 24% General Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

 BY: Robert Tremaine
 Robert Tremaine

County Executive Office Signature

Consent Policy
 Consent Policy

Dep't Recomm: _____
 Per Exec. Ofc: _____

Prev. Agn. Ref.: 3.20 10/24/2006 | District: All | Agenda Number:

FORM APPROVED COUNTY COUNSEL
 BY:  NEAL R. KIPNIS
 DATE: 2/18/10
 Purchasing:  Billy Comett, Purchasing Manager
 Department Concurrence

**FORM 11: Approve amendment of (EAP) Enterprise Advantage Program agreement
2003MLA3571 with Environmental Systems Research Institute, Inc. (ESRI).**

Page 2

BACKGROUND (continued): This collection of proprietary software referred to as ArcGIS, has been used by (CAL-Fire) California Department of Forestry and Fire Protection and various other county departments that utilize GIS since 1995.

The proprietary software supports Fire dispatch data, mobile computing, Fire incident and planning efforts, in the issue of safety, and of required shared public safety street records, as a vital need for product-specific advice, support and training.

ESRI has helped Fire to create a solid foundation for the use of GIS technology to enhance Public Safety response to emergency calls for assistance within Riverside County. The GIS technology has been critical to the achievement of organizational goals. This amendment allows Fire to make broad use of GIS to support business requirements, share geospatial data, and services in an Enterprise Advantage Program.

PRICE REASONABLENESS: ESRI has quoted Fire a price of \$100,190, which is 1% less than the amount, previously outlined for this program in 2008. In addition, ESRI is giving the County a 20% government discount off list pricing. Access to ArcGIS technology and ESRI development is restricted and is not available through third party vendors, the Software and Maintenance is Proprietary.

REVIEW/APPROVAL: Purchasing concurs with this request. County Counsel approves Amendment 1 as to form.



Amendment No. 1
to
Master License Agreement No. 2003MLA3571 (MLA)
Between
County of Riverside
and
Environmental Systems Research Institute, Inc. (ESRI)

This Amendment No. 1 changes the MLA (or Agreement) as follows:

1. Contract Number. For purposes of identification only this MLA shall include a second contract number. In addition to ESRI contract No. 2003MLA3571 this MLA shall be known as County of Riverside contract No. FPARC-92045-001-07/10.

2. Article 5 Maintenance. Article 5 Maintenance is amended to add the following new subsection:

5.1 Maintenance Renewal Date. Maintenance is generally offered on an annual basis. First year maintenance is complimentary. Upon expiration of any complimentary maintenance year or any subsequent maintenance term, Licensee may issue a purchase order under this Agreement for renewal of maintenance. All maintenance fees for software products that have been licensed throughout the course of a year shall be prorated to October 1 of each year (beginning October 1, 2009) so that a single annual maintenance quotation and invoice will be provided to Licensee.

5.2 Limited Maintenance Price. Licensee's 2009 annual maintenance fee is described in Article 12 Limited Price Offer of this Agreement. The fee is based on maintenance items and quantities found listed in ESRI quotation number 25362795. A copy of the quotation is attached to this Agreement and incorporated herein by this reference. Article 12 of this agreement also provides the "not to exceed" maintenance estimates for years 2010 and 2011 for maintenance items and quantities found listed in ESRI quotation number 25362795.

Purchases of ESRI Software, Data, Web Services, maintenance, or other products not included in quotation 25362795 shall be based on ESRI's then existing commercial price list.

3. Article 10 General Provisions. The following new subsections to Article 10 General Provisions are added as follows:

10.12 Funding Appropriation. Licensee's obligation for payment under this Agreement is contingent upon and limited by the availability of Licensee funding from which payment can be made. In the event such funds are not forthcoming for any reason, Licensee shall immediately notify ESRI in writing and may terminate this Agreement pursuant to Article 6 Term and Termination of this Agreement. Issuance of a purchase order by Licensee to ESRI shall mean that Licensee funding is available and payment will be made."

10.13 Purchase Order. On the face of the purchase order, Licensee shall print the following statement: 'Subject to Licensee contract No. FPARC-92045-001-07/10, ESRI contract No. 2003MLA3571. No other terms shall apply.'"

4. Article 11—Enterprise Advantage Program. The following new Article 11 is added to the Agreement:

Article 11—Enterprise Advantage Program. ESRI's Enterprise Advantage Program (EAP Agreement) E125 is incorporated into this Agreement. A copy of the EAP Agreement is attached hereto as Addendum 1. The EAP fee for 2009, 2010 and 2011 shall be found in Article 12 Limited Price Offer of this Agreement."

5. Article 12— Limited Price Offer. The following new Article 12 is added to the Agreement:

“Article 12— Limited Price Offer. Subject to the terms and conditions of this Agreement, the following annual fees are offered to Licensee for EAP and for maintenance items and quantities found listed in ESRI quotation 25362795:

Period of Performance (October 1 to September 30)	EAP Fee	Software Maintenance Fee	Estimated Total Fee
2009-2010	\$65,000.00	\$38,505.34	\$103,505.34 plus tax
2010-2011	\$65,000.00	\$41,200.71*	\$106,200.71 plus tax
2011-2012	\$75,000.00	\$44,084.76*	\$119,084.76 plus tax

Maintenance fees for 2009 are based on maintenance items and quantities found listed in ESRI quotation number 25362795. Purchases of ESRI Software, Data, Web Services, maintenance, or other products not included in the quotation shall be based on ESRI’s then existing commercial price list.

* Not To Exceed maintenance estimates for years 2010 and 2011 based on maintenance items and quantities found listed in ESRI quotation number 25362795.

All other terms and conditions of the Agreement shall remain the same. Accepted and agreed:

COUNTY OF RIVERSIDE
(Licensee)

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.

Signature: _____

Signature:  Laura Dangermond

Printed Name: Jeff Stone

Printed Name: Laura Dangermond

Title: Chairman of the Board of Supervisors

Title: Vice President

Date: _____

Date: 2/20/10

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 2/18/10



ADDENDUM 1
TO
MASTER LICENSE AGREEMENT

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ENTERPRISE ADVANTAGE PROGRAM
AGREEMENT (E125)

EAP Agreement No. 2009EAP3571

This Enterprise Advantage Program Agreement ("EAP Agreement") is entered into by and between Environmental Systems Research Institute, Inc. ("ESRI"), a California corporation, at 380 New York Street, Redlands, California 92373-8100 and the licensee listed below ("Licensee"). This EAP Agreement adds additional terms and conditions to the Master License Agreement (Agreement) County Of Riverside Contract No. FPARC-92045-001-07/10, ESRI Contract No. 2003MLA3571

ESRI offers an Enterprise Advantage Program to Licensees current on ESRI software maintenance that are implementing or have implemented a geographic information system (GIS) enterprise solution based on ESRI software. Licensee agrees to contract with ESRI for and ESRI agrees to provide Licensee with certain enhanced consulting services, training, and support available under the Enterprise Advantage Program for the authorized Licensee location as described herein. The Enterprise Advantage Program is not designed for ESRI to provide project specific consulting services (e.g., application or database development for solutions or applications).

Software, Data, Web Services, and Documentation, as those terms are defined in the MLA, shall continue to be licensed under Master License Agreement ESRI contract No. 2003MLA3571, Licensee contract No. FPARC-92045-001-07/10 ("MLA" or "License Agreement"), entered into by Licensee and ESRI.

This EAP Agreement consists of this page and the attached terms and conditions. This EAP Agreement constitutes the sole and entire agreement of the parties as to Enterprise Advantage Program and supersedes any previous agreements, understandings, and arrangements between the parties relating to the Enterprise Advantage Program. Any modifications or amendments to this EAP Agreement must be in writing and signed by an authorized representative of each party.

The parties acknowledge that they have read and understand this EAP Agreement and agree to be bound by its terms and conditions.

All Licensee contact regarding EAP activities shall be through the point of contact identified below.

Authorized EAP Contact Information
(to be completed by Licensee)

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, ZIP: _____

E-mail: _____

ARTICLE 1—DEFINITIONS

Capitalized terms that have not been defined in this EAP Agreement shall have the meaning found in the applicable ESRI license agreement.

"Map Data" means any digital dataset(s) including geographic data, vector data coordinates, raster data, or associated tabular attributes supplied or used in the performance of this EAP Agreement.

"PSS" means Premium Support Services.

"Renewal Period" means any one-year extension of this EAP Agreement.

"Secure Formats" means object code, executable code, or similar formats.

"Term" means the initial term of this EAP Agreement.

"Work Product" means reports, documented analysis, sample code, prototype/unsupported code, or technical memorandums provided under this EAP Agreement.

ARTICLE 2—ENTERPRISE ADVANTAGE PROGRAM

2.1 Enterprise Advantage Program Description. The Enterprise Advantage Program is a menu of services, training, and support that provides Licensee with the flexibility to select components that best meets its needs. The Enterprise Advantage Program components include the following:

- a. *Assigned Technical Advisor.* An ESRI Technical Advisor who has expertise in ESRI GIS software capabilities and has the ability to analyze and assess optimal solutions in the context of GIS enterprise implementation will be assigned to Licensee. Licensee will receive up to the number of ordered Technical Advisor Hours. Licensee may elect to retain additional Technical Advisor Services blocks (100 hour blocks) for a supplemental price. Technical Advisors are not substitutes for services provided by ESRI Support Services or Professional Services Division. Licensee will continue to contact ESRI Support Services as the first point of contact for all technical support inquiries. If a custom application or other services are required, Licensee will need to use ESRI Professional Services. If Licensee requests the Technical Advisor to come to Licensee's site, Licensee will pay reasonable travel costs. The assigned Technical Advisor in coordination with the assigned Account Manager shall
 - (1) Advise Licensee on GIS strategies, architectures, and product selection;
 - (2) Advise Licensee on training needs, available business partner solutions, and business case development;
 - (3) Act as Licensee's technical advocate in dealing with ESRI;
 - (4) Participate in annual account reviews; and
 - (5) Serve as point of escalation if Licensee is not satisfied with the resolution of an incident through ESRI Support Services.
- b. *Annual Account Review.* Licensee may attend a one (1)-day annual GIS strategy and account review with Licensee's Account Manager and Technical Advisor at ESRI headquarters in Redlands, California. Key ESRI technical and industry specialists may also attend the review to answer questions and discuss Licensee's ideas and suggestions regarding ESRI software and support strategies. Licensee is responsible for its own travel expenses. As an option to hosting the review in Redlands, ESRI may conduct the review at the appropriate ESRI regional office to suit Licensee's convenience, and ESRI's Redlands staff will have the option to participate either by telephone or by webcast.
- c. *System Environment Profile.* ESRI will provide Licensee access to ESRI's Premium Support Services Web site to enable Licensee to complete and maintain an inventory of Licensee's relevant GIS technical environment to assist the Technical Advisor(s) and PSS Coordinator in supporting Licensee's environment as appropriate.
- d. *Learning and Services Credits*
 - (1) Licensee will receive the number of ordered Learning and Services Credits. Licensee may use the credits toward any combination of consulting services support, training, premium support, or related travel expenses as described below.

- (2) Licensee may order, for an additional price, one (1) additional block of Learning and Services Credits during the initial term of the EAP Agreement and one (1) additional block of Learning and Services Credits for each Renewal Term.
- (3) If Licensee requests additional blocks of Learning and Services Credits over and above the initial additional block provided for in the preceding paragraph, Licensee must order the Learning and Services Credits and Technical Advisor Services bundle.
- (4) Learning and Services Credit may be exchanged as follows:

Technical Consulting Services Support consisting of review of technology strategy, systems design, prototyping, and other general technical consulting services support activities (Any project-related activities requiring a deliverable other than consulting time will be scoped, budgeted, and scheduled through a separate agreement.)	1 credit = 2 hours
Annual Premium Support Limited	15 credits = 5 Incidents
Annual Premium Support Limited	25 credits = 10 Incidents
Annual Premium Support Unlimited	75 credits = Unlimited Incidents
Instructor-led Training for one person at an ESRI Facility	1 credit = 1 day
Licensee site Instructor-led Training (up to 12 people)	9 credits = 1 day
Including Mobile Lab	1 credit = 1 day
Phone Support (client site setup)	1 credit = 1 course
Virtual Campus Dollars	1 credit = 480 Virtual Campus dollars
Virtual Classroom Course	1.5 credits = 1 course
Related ESRI travel and per diem expenses	as quoted

Note: Offerings above may be added or removed from time to time in conformance with the EAP requirements.

- (5) Unused Learning and Services Credits may be carried over to future years as long as Licensee remains an ESRI Enterprise Advantage Program customer. If this EAP Agreement expires (exclusive of termination for default), any unused credits will expire six (6) months after the expiration of this EAP Agreement; however, the Technical Advisor Services will not be available during this post-Term period.
 - (6) ESRI will provide EAP Contact with a monthly report outlining usage of Enterprise Advantage Program Learning and Services Credits to date of usage.
- e. *Exclusive Enterprise Webcast.* ESRI will provide an e-mail invitation to the EAP Contact for a quarterly webcast presenting business and technical information related to enterprise GIS.

2.2 Learning and Services Credit Use

- a. *Current on Maintenance.* Licensee must remain current on standard maintenance during the term of this EAP Agreement. Standard maintenance is described at <http://www.esri.com/legal>, which may be changed from time to time.
- b. *Authorization of Credit Use.* Licensee will contact its Account Manager or Technical Advisor to consume Learning and Services Credits for a particular request. ESRI will submit to Licensee a Learning and Services Credit estimate by e-mail for confirmation and authorization for use of the credits.
- c. *Travel and Per Diem.* Any ESRI travel and per diem will be quoted separately. Licensee may direct ESRI to use credits for travel and per diem as stated in Enterprise Advantage Program Description, Section 2.1 above, or Licensee will issue a purchase order and ESRI will invoice Licensee for the travel and per diem expenses as described below in Article 6.
- d. *Notification of Consumed Credits.* ESRI will notify Licensee in the event the authorized Learning and Services Credits are consumed prior to completion of the requested work. Licensee may elect to direct use of additional credits, if available; procure additional Learning and Services Credits; or notify ESRI to stop work on such requested work. ESRI reserves the right to discontinue work when the authorized credits are consumed.
- e. *Review of Proposed Activities.* Any activities proposed to be completed under the Enterprise Advantage Program will be subject to review and approval by ESRI to ensure alignment with the intent of the program.

2.3 Defense or Military Application. At the time the Learning and Services Credits are requested or before any services are provided by the Technical Advisor, Licensee will inform ESRI if any of the requested services, consulting, training, or support provided by ESRI is directly related to a defense article or for a military application.

ARTICLE 3—LICENSE GRANT

3.1 Training. The terms of the ESRI License Agreement shall be applicable to all Licensee course participants and for all Software, Data, Web Services and Documentation licensed for use in any training course to be conducted. For on-site training, temporary Software licenses may be issued by ESRI where there is an insufficient number of Software licenses available at the training facility. Licensee shall uninstall the temporary Software licenses at the conclusion of the training course.

3.2 Work Product. ESRI hereby grants to Licensee a nonexclusive, royalty-free license in the Work Product to use in connection with Licensee's authorized use of the Software and Data for support of which the Work Product was supplied.

3.3 PSS. The terms and conditions of the license agreement for the affected Software will govern any updates, patches, hot fixes, or software provided under this EAP Agreement.

ARTICLE 4—WARRANTIES AND DISCLAIMERS

4.1 Warranties and Disclaimers

- a. All services, training and Work Products will be provided in a professional and workerlike manner.
- b. ESRI warrants for a period of thirty (30) days after delivery of the services that the services will conform, in a manner consistent with professional and technical standards of the software industry.
- c. *Map Data Disclaimer.* Map Data may contain some nonconformities, defects, errors, or omissions. MAP DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, ESRI and its licensors do not warrant that the Map Data will meet Licensee's needs or expectations, that the use of the Map Data will be uninterrupted, or that all nonconformities can or will be corrected. ESRI and its licensors are not inviting reliance on the Map Data and Licensee should always verify actual Map Data.

4.2 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT AND DISCLAIMS THAT THE ENTERPRISE ADVANTAGE PROGRAM OR ANY WORK PRODUCT PROVIDED HEREUNDER WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. WORK PRODUCT IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

ARTICLE 5—LIMITATION OF LIABILITY

5.1 Disclaimer of Certain Types of Liability. ESRI SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS EAP AGREEMENT OR USE OF THE WORK PRODUCT, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

5.2 General Limitation of Liability. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FOR DIRECT DAMAGES SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE EAP PROGRAM.

5.3 Applicability of Disclaimers and Limitations. The parties agree that ESRI has set its prices and entered into this EAP Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 6—COMPENSATION

6.1 Upon execution of this EAP Agreement or the inception of a Renewal Period, ESRI shall invoice Licensee as quoted for the Enterprise Advantage Program annually in advance. Fees for additional Learning and Services Credits or Technical Advisor Services will be invoiced upon receipt of Licensee's order. Licensee shall pay ESRI within thirty (30) calendar days of receipt of invoice.

6.2 Pricing for annual program renewals and new or additional ESRI service offerings will be in accordance with ESRI's most current price schedule at the time of purchase or renewal.

6.3 Licensee may elect to use Learning and Services Credits for actual travel expenses plus a standard burden, or to be invoiced at the actual cost for travel expenses plus a standard burden. Meals will be charged on a per diem basis.

ARTICLE 7—TERM AND TERMINATION

7.1 The Term of this EAP Agreement is one year and it shall run concurrent with the term of Licensee's maintenance described in the MLA section 5.1. Prior to the end of the Term, ESRI may provide Licensee with a quotation for an additional one year renewal period. If Licensee accepts the quote, ESRI will submit an invoice to Licensee for the quoted annual Enterprise Advantage Program price and this EAP Agreement will automatically extend for the renewal period.

7.2 Either party may elect not to renew the EAP Agreement for its sole convenience at the end of any term upon written notice to the other party, in which event the EAP shall expire.

7.3 Either party may terminate this EAP Agreement for a material breach that is not cured within ten (10) days after written notice to the other party or for bankruptcy or insolvency of the other party.

7.4 Upon termination or expiration of this EAP Agreement

- a. Except when termination results from non-renewal, all outstanding Learning and Services Credits shall be subject to cancellation, acceptance, or rejection at the sole discretion of ESRI.
- b. In the event of termination for a material breach, the due dates of all invoices for amounts owed by Licensee to ESRI shall be accelerated automatically so that such amounts become due and payable on the effective date of termination, regardless of the payment term provisions set forth in this EAP Agreement.
- c. Except where a provision specifically provides otherwise, any cause of action or claim of one (1) party accrued to or to accrue because of any breach or default of the other party and any accrued license rights shall survive to the degree necessary to permit their complete fulfillment or discharge.

ARTICLE 8—CONFIDENTIALITY

8.1 **Confidential Information.** It may be necessary for ESRI or Licensee to disclose to the other party certain confidential information under this EAP Agreement. The access code or password for the PSS Web site and any Work Product are confidential information of ESRI. Licensee data contained in the ESRI PSS Web site database is confidential information of Licensee. Each party shall use the confidential information described above only for exchanging information needed to provide the PSS contemplated by this EAP Agreement. Within sixty (60) days of termination of this EAP Agreement, each party shall return or destroy and provide a certification of destruction of the confidential information of the other party.

8.2 Work Product

- a. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Work Product delivered only in Secure Formats. For Work Product delivered in source code or other human-readable formats, Licensee shall have met its obligations under this EAP Agreement if its disclosure of Work Product is limited to such items in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling Work Product is withheld from such disclosure, and the person or entity in receipt of such Work Product similarly agrees not to perform such acts or allow others to do so.
- b. Except as provided in the preceding paragraph, Licensee shall not disclose the Work Product to employees or third parties without the advanced written consent of ESRI. However, Licensee may, without such consent, make such disclosures to employees to the extent reasonably required to allow Licensee to use the Software or Data in a manner authorized under applicable licenses.

- c. The disclosures permitted under this Section 8.2 shall not relieve Licensee of its obligation to maintain the Work Product in confidence and comply with all applicable laws and regulations of the United States, including, without limitation, its export control laws. Furthermore, before disclosing all or any portion of the Work Product to employees or third parties as permitted in the preceding paragraph, Licensee shall inform such employees or third parties of the obligations in this EAP Agreement and obtain their agreement to be bound by them.

8.3 Other Exchange of Confidential Information. Any other exchange of confidential information between the parties shall require execution of a nondisclosure agreement signed between the parties separate from this EAP Agreement.

ARTICLE 9—PREMIUM SUPPORT SERVICES TERMS AND CONDITIONS

9.1 Should the Licensee choose to use Learning and Services Credits for PSS, the terms of this Article 9 shall also apply.

9.2 Licensee may use Learning and Services Credits for PSS (annually) for any product covered under ESRI's standard maintenance subscription, provided that the ESRI Software is current on maintenance. Licensee may order Annual PSS Limited or Annual PSS Unlimited, and such PSS shall be provided for the Term of the EAP Agreement.

9.3 Premium Support Description. PSS shall provide (1) a designated Premium Support Coordinator ("PSC"), (2) telephone and e-mail support accessible to Licensee during normal business hours, (3) Priority Incident Management, and (4) other additional enhanced support and services.

9.4 Premium Support Coordinator. ESRI shall assign a PSC to Licensee. The assigned PSC shall work directly with Licensee's authorized contact and shall oversee all of Licensee's open Incidents.

The PSC shall

- a. Be familiar with Licensee's GIS software architecture and infrastructure to perform the scope of support pursuant to this Article 9;
- b. Verify that all open Incidents of Licensee are prioritized above Incidents opened pursuant to Standard Maintenance;
- c. Work closely with Senior Support Analysts toward the resolution of all open Incidents; and
- d. Provide Licensee with a daily status update on all open Incidents or as agreed upon by PSC and Licensee.

9.5 Telephone and E-Mail Support. ESRI shall provide support to Licensee for Software by telephone or e-mail and shall include the following:

- a. Licensee may open an Incident by calling Support Services or logging the Incident via the PSS Web site. An automated e-mail acknowledgment shall be sent to Licensee for a new Incident logged via the PSS Web site. The assigned PSC shall use commercially reasonable efforts to call or send an e-mail response within one (1) hour of receipt of a new Incident to notify Licensee that the logged Incident is in the initial stage of review;
- b. Licensee shall have a separate and dedicated telephone number to call Support Services that includes a personalized greeting and Priority Incident Management; and
- c. PSS shall be available to Licensee from 5:00 a.m. to 5:00 p.m., Monday through Friday, Pacific standard time. In the event that PSC is not available during such time, Licensee's telephone calls and e-mails shall be routed to a Senior Support Analyst who can assist Licensee until PSC becomes available.

9.6 Priority Incident Management. Priority Incident Management shall include the following:

- a. Incidents reported by Licensee shall be given priority handling after the initial Incident is created and documented;
- b. Incidents shall be monitored by PSC, and PSC shall provide Licensee with a daily status update on all open Incidents;
- c. Software defects affecting Licensee shall be a priority for discussion of the User Advocacy Group; and
- d. For identified Software defects that are approved for an out-of-cycle hot fix or patch, PSC shall assist in presenting the hot fix or patch to Licensee and verify that the delivered hot fix or patch addresses the reported issue.

9.7 Other Additional Enhanced Support and Services. ESRI shall further provide the following to Licensee:

- a. *Authorized Callers.* Licensee may designate up to two (2) specific authorized callers who may contact PSC, thereby providing continuity and promoting the improvement of services by building technical and business knowledge of the parties.
- b. *Premium Support Web Site Access.* Licensee shall have access to the PSS Web site at <http://support.esri.com/psg>. PSC shall log and track the status and completion of all identified Incidents on this Web site. Licensee's authorized callers may log and view their Incidents, initiate chat sessions and remote screen sharing with PSC, and access other PSS-related tools and information through this Web site.
- c. *System/Environment Profile.* Through the PSS Web site, Licensee shall have access to an ESRI database to enter and maintain data regarding Licensee's equipment, applications, and skill sets associated with ESRI technology.
- d. *PSS Software Alert Newsletter.* Licensee shall receive a news bulletin that discusses key current issues in Software being investigated by ESRI.
- e. *Quarterly Teleconference Meeting.* ESRI and Licensee shall conduct a quarterly teleconference meeting to discuss Licensee's Incidents. ESRI shall make available the assigned Account Manager, PSC, Premium Support Manager, and other ESRI staff as deemed necessary by ESRI.

9.8 PSS Restrictions and Exclusions

- a. *Excluded Software.* PSS is not available for third-party software. ESRI is not responsible for errors attributable to third-party software used in conjunction with or built upon Software.
- b. *Territory.* PSS is available only within the United States and its territories.
- c. *Acknowledgment.* Licensee acknowledges and agrees that the report of an error or defect of the Software to PSS is not a guarantee that it can or will be corrected. At ESRI's sole discretion, Software is corrected on a priority basis and is subject to release schedules determined by ESRI.
- d. *Hardware Support.* ESRI does not provide support for hardware, graphics cards, monitors, plotters, graphics printers, digitizers, modems, and so forth, except to answer questions regarding how standard, supported devices interface with Software.
- e. *On-Site Support.* PSS does not include on-site support.

ARTICLE 10—CONSULTING SERVICES SUPPORT TERMS AND CONDITIONS

10.1 Should Licensee choose to use Learning and Services Credits for consulting services support, the terms of this Article 10 shall also apply.

10.2 Patents and Inventions

- a. Each party shall retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors (hereinafter called "Inventors") during the term of this Addendum. The parties shall jointly own any Inventions made or conceived jointly by Inventors from both parties. With respect to such Inventions of Licensee relating to the Software, Licensee hereby grants and agrees to grant to ESRI an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use.
- b. Except as provided in the next paragraph, where an Invention is jointly owned, each party shall share equally the costs of acquiring protection for the Invention and furnish the other joint owner with assistance reasonably required for acquiring protection.
- c. A joint owner ("Assigning Owner") electing not to acquire or maintain protection on any Inventions in any country or countries shall assign such of its rights in such Inventions to the other joint owner ("Beneficial Owner") as is necessary to enable the Beneficial Owner to protect such Inventions in such country or countries at its expense and for its exclusive benefit. In such event, the Assigning Owner shall make available to the Beneficial Owner the Assigning Owner's Inventors and shall otherwise cooperate with the Beneficial Owner in order to assist the Beneficial Owner in protecting such Inventions. The Beneficial Owner shall reimburse the Assigning Owner for all reasonable out-of-pocket expenses incurred in rendering such assistance. If any such Inventions are so protected by the Beneficial Owner, then the Assigning Owner shall have a license with respect to the subject matter of such protected Inventions in such country or countries.
- d. Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which is hereby given to ESRI for Inventions relating to the Software and shall otherwise not be unreasonably withheld by either party.

10.3 Ownership. Except as specifically granted in this EAP Agreement, ESRI or its licensors own and retain all right, title, and interest in the Work Product.

ARTICLE 11—TRAINING TERMS AND CONDITIONS

11.1 Should Licensee choose to use Learning and Services Credits for training, the terms of this Article 11 shall also apply.

11.2 Training Location. Training may be conducted at Licensee's site or at an ESRI learning center.

11.3 Course Descriptions. The ESRI Software training courses offered, location, dates during which the courses are to be conducted, number of participants, and prices to be paid to ESRI are as set forth in the ESRI Course Catalog or at ESRI's training Web site (<http://training.esri.com>). Licensee Site pricing and schedule information are available on request. All courses shall be conducted in substantial conformity with the ESRI training Web site (<http://training.esri.com>). ESRI reserves the right to modify course content when necessary due to Software technical capabilities or limitations.

11.4 ESRI's Responsibility

- ESRI shall provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants. ESRI will provide each student with a course manual.
- ESRI's Training Event Assistant, through whom all course(s), dates, and locations shall be confirmed, can be reached via the contact information as listed in the Licensee Site Training Request Form, found at <http://downloads2.esri.com/Campus/documents/regapp.pdf>.
- Scheduled dates for the learning center training class shall be confirmed by the Training Event Assistant approximately ten (10) business days prior to the start date.
- Licensee Site classes shall be confirmed by the Training Event Assistant upon receipt of payment/order information and completed Licensee Site Training Request Form.

11.5 Client Responsibilities

- Licensee must ensure that ESRI copyrights are observed and that neither Licensee nor any third party copies or distributes any training materials provided for training purposes.
- Licensee is not authorized to resell ESRI training seats, unless explicitly authorized by ESRI in writing.
- Licensee is responsible for confirming that all registered students meet the applicable minimum prerequisites for the applicable class set forth on ESRI's training Web site.
- Licensee shall submit to the Training Event Assistant a list of student names at least three (3) business days before the class start date for export license compliancy check purposes.
- Travel is Licensee's responsibility. ESRI assumes no responsibility for nonrefundable travel arrangement losses resulting from denial of a student's(s') participation due to U.S. government export licensing requirements, course scheduling changes, or cancellations. Even though ESRI strives to confirm all classes, class cancellations are sometimes unavoidable.
- Licensee must notify the Training Event Assistant of any cancellation, rescheduling, or participant substitution requirements and receive confirmation of change(s) prior to the class start date.

11.6 Unique ESRI Learning Center Terms. Where courses are to be conducted at ESRI facilities, the following restrictions and requirements apply:

Seating is limited in some classes. Registrations are always processed, using a standard student registration application, on a first-come, first-served basis. Waiting lists are used when necessary. Class schedules and registration applications are attached to every course catalog and are available on the Web at <http://training.esri.com>. Registrations must be submitted in advance.

11.7 Unique Licensee Site Terms. Where courses are to be conducted at Licensee's facilities, Licensee shall provide physical training facilities that meet the following minimum requirements or modifications as mutually agreed to by both parties:

- Licensee shall, where possible, provide a one (1)-room facility, sufficient for a training course for up to twelve (12) persons (or such other number as may be agreed to by ESRI's Training Event Assistant). The facility shall have

appropriate climate control and lighting as well as sufficient power and number of outlets to accommodate the required number of computers and other equipment to be used.

- Where the ESRI Mobile Lab is utilized for a scheduled class:
 - Licensee shall be responsible for any and all loss, damage, or theft to the Mobile Lab while in Licensee's possession. Licensee should immediately report any damage or missing items, upon receipt, to the Training Event Assistant.
 - Licensee shall keep the Mobile Lab equipment in a secure, locked area between class sessions.
 - Licensee shall sign release form at completion of course that outlines status of Mobile Lab and makes the Mobile Lab equipment available for freight pickup immediately on conclusion of the ESRI course(s).
 - Licensee shall ensure no one except registered students uses the Mobile Lab equipment.
 - Licensee warrants that it shall maintain sufficient insurance coverage to enable it to meet its obligations created by this agreement and by law.

- Where the ESRI Mobile Lab is not utilized for a scheduled class:
 - Licensee shall supply all computer hardware for the training course(s). Computers must be platforms fully supported by ESRI. All computer hardware shall be configured with an appropriate release of an operating system to run the current release version of the ESRI required Software.
 - There shall be a minimum of one (1) computer and color monitor for every participant.
 - ESRI will not be liable for any damage or loss to Licensee computer hardware or software where ESRI has provided telephone support to Licensee for its computer hardware configuration for the scheduled class.

- Licensee shall provide other peripheral devices including, but not limited to, digitizers and plotters/printers, as required by the training course being conducted, and they should be fully supported by Licensee.
- Licensee shall be responsible for providing one (1) high-resolution PC projector and screen as well as one (1) large writing board. Where Licensee cannot make a PC projector available, it must contact the Training Event Assistant no less than ten (10) business days prior to start date.
- Licensee shall limit the number of course participants to twelve (12) students per course. Additional students, up to a maximum of fifteen (15), may be added to some classes for an additional fee.
- Licensee shall complete and submit an ESRI Licensee Site Training Request Form, as provided by the Training Event Assistant, no less than four (4) weeks prior to the start of any course. Final schedule is subject to mutual agreement.

11.8 Software Licenses. The terms of the ESRI license agreement shall be applicable to all Licensee course participants and for all Software and Documentation licensed for use in any training course to be conducted. For Licensee Site training, temporary Software licenses may be issued by ESRI where there is an insufficient number of Software licenses available at the training facility. Licensee shall uninstall the temporary Software licenses at the conclusion of the training courses.

11.9 Cancellation and Rescheduling Policy. Licensee may cancel or reschedule student attendance in a learning center class or a Licensee Site class up to three (3) working days before the scheduled class start date. In such event, Licensee will be responsible for any reasonable travel and shipping expenses incurred by ESRI. Where Licensee does not notify ESRI at least three (3) days prior to the scheduled training date for a learning center class or a Licensee Site class, Licensee will be liable for the full payment of the student enrollment or ESRI will deduct the appropriate number of Learning and Services Credits.

In the event that ESRI is unable to conduct the training on the scheduled date, ESRI will make reasonable efforts to notify Licensee at least three (3) business days before the scheduled date. ESRI will either reschedule the training or cancel the order without ESRI incurring any liability.

Class participants may transfer to another class up to two (2) times at no additional charge. Subsequent transfers will be assessed an additional nonrefundable transfer fee. Student substitutions, when a student's place in class is filled by another person from the same organization, are allowed provided that the ESRI Training Event Assistant is notified three (3) business days in advance of class start date.

ARTICLE 12—GENERAL PROVISIONS

12.1 Intellectual Property Rights Attribution. Licensee shall retain any copyright, patent, or trademark notices on all items licensed under this EAP Agreement and shall take other necessary steps to protect ESRI's or its licensor's intellectual property rights.

12.2 Force Majeure. If the performance of this EAP Agreement, or any obligation except the making of payments, is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, terrorist act, cyber attack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference.

12.3 Non-solicitation of Contractor Personnel. Licensee shall not solicit for hire any ESRI employee who is associated with efforts called for under this Agreement during the term of this EAP Agreement and for a period of one (1) year thereafter. In the event the foregoing provision is breached, Licensee shall pay ESRI liquidated damages for recruiting and training costs equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision.

12.4 UCC Inapplicability. Any services provided under this EAP Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

12.5 Headers. Headers are for convenience only and are not to be used in the interpretation of this EAP Agreement.

12.6 Incorporated MLA Terms. The following sections found in the MLA are incorporated into this EAP so that the terms and conditions, the services, and the work product provided under the EAP shall be subject to and become part of each section:

- 10.2 Export Control regulations
- 10.4 Taxes and Fees, Shipping Charges
- 105. No Implied Waivers
- 10.6 Severability
- 10.8 Successor and Assigns
- 10.11 Governing Law, Arbitration



ESRI

ESRI Inc
380 New York Street
REDLANDS CA 92373

SUBJECT: MAINTENANCE QUOTE

DATE: 01/27/2010
TO: Dave
ORGANIZATION: COUNTY OF RIVERSIDE
FIRE DEPT
FAX #: 951-940-6882 **PHONE #:** 951-940-6883

FROM: Michelle Burkholder
FAX #: 909-793-4801 **PHONE #:** 909-793-2853 Ext. 2816
EMAIL: mburkholder@esri.com

Number of pages transmitted
(including this cover sheet): 8

QUOTATION #25362795
DOCUMENT DATE: 11/28/2009

*** PLEASE NOTE: The Enterprise Advantage Program Renewal as quoted includes up to 100 Technical Advisor hours and 100 Learning and Services Credits. Upon order, the term will extend to October 2, 2010. Subject to the terms and conditions of the previously signed Enterprise Advantage Program Agreement 2006EAP7779.***

Please find the attached quotation for your forthcoming software maintenance term. Keeping your maintenance current entitles you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date. For details about the maintenance program benefits for your licensing, please visit <http://gis.esri.com/software/maintenance/qualifying.cfm>

Customers who have multiple copies of some ESRI products may have the option of supporting some of their licenses with secondary maintenance. Please contact Customer Service to find out more about the availability of secondary maintenance.

For information about ESRI Desktop terms and conditions, please visit http://www.esri.com/legal/pdfs/mla_e204_e300/english.pdf; for information about ESRI Server software, Developer software, or Web services terms and conditions, please visit <http://www.esri.com/legal/pdfs/mls.pdf>

Maintenance fees for ArcIMS, ArcSDE, and ArcGIS Server current with maintenance prior to December 31, 2006 have been transferred to the new ArcGIS Server 9.2 licenses. The ArcGIS Server 9.2 migration policy allows these transferred licenses to be eligible for maintenance fees with no increase in pricing for software maintenance. For detailed information



ESRI Inc
380 New York Street
REDLANDS CA 92373

regarding this policy, please visit
<http://www.esri.com/software/maintenance/about/announcements.html>

If you have any questions or need additional information, please contact
Customer Service at 888-377-4575.

**ESRI**

380 New York Street
 REDLANDS, CA 92373
 Phone: 909-793-28532816
 Fax #: 909-793-4801

Quotation

Date: 11/28/2009**Quotation Number:** 25362795

COUNTY OF RIVERSIDE
 FIRE DEPT
 210 W SAN JACINTO AVE
 PERRIS CA 92570
Attn: Dave

Send Purchase Orders To:

ESRI, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Michelle Burkholder

Please include the following remittance address on your Purchase Order:

ESRI Inc.
 File #54630
 Los Angeles, CA 90074-4630

Customer Number: 131229

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	2	52384 ArcInfo Concurrent Use Primary Maintenance Start Date: 08/01/2009 End Date: 10/01/2010	3,509.59	7,019.18
1010	1	52385 ArcInfo Concurrent Use Secondary Maintenance Start Date: 08/01/2009 End Date: 10/01/2010	1,403.84	1,403.84
2010	2	52385 ArcInfo Concurrent Use Secondary Maintenance Start Date: 08/01/2009 End Date: 10/01/2010	1,403.84	2,807.67
3010	1	87194 ArcView Concurrent Use Primary Maintenance Start Date: 08/01/2009 End Date: 10/01/2010	818.90	818.90
4010	1	87195 ArcView Concurrent Use Secondary Maintenance Start Date: 08/01/2009	584.93	584.93

This quotation is valid for 90 days and is subject to your ESRI License Agreement. 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 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 taxes 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.

Issued By: Michelle Burkholder**Ext:** 2816

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**ESRI**

380 New York Street
 REDLANDS, CA 92373
 Phone: 909-793-28532816
 Fax #: 909-793-4801

Quotation

Page 2

Date: 11/28/2009

Quotation Number: 25362795

Item	Qty	Material#	Unit Price	Extended Price
End Date: 10/01/2010				
5010	1	87198 ArcGIS 3D Analyst Concurrent Use Primary Maintenance Start Date: 08/01/2009 End Date: 10/01/2010	584.93	584.93
6010	1	87192 ArcView Single Use Primary Maintenance Start Date: 08/01/2009 End Date: 10/01/2010	467.95	467.95
7010	1	87192 ArcView Single Use Primary Maintenance Start Date: 08/01/2009 End Date: 10/01/2010	467.95	467.95
8010	1	87192 ArcView Single Use Primary Maintenance Start Date: 08/01/2009 End Date: 10/01/2010	467.95	467.95
9010	1	93094 ArcView with Extension Single Use Primary Maintenance Start Date: 08/01/2009 End Date: 10/01/2010	1,169.86	1,169.86
10010	1	87193 ArcView Single Use Secondary Maintenance Start Date: 08/01/2009 End Date: 10/01/2010	350.96	350.96
11010	2	93095 ArcView with Extension Single Use Secondary Maintenance Start Date: 08/01/2009 End Date: 10/01/2010	1,052.88	2,105.75
12010	1	92964 PLTS for ArcGIS Foundation Maintenance	1,462.33	1,462.33

This quotation is valid for 90 days and is subject to your ESRI License Agreement. 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 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 taxes 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.

Issued By: Michelle Burkholder**Ext:** 2816

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**ESRI**

380 New York Street
 REDLANDS, CA 92373
 Phone: 909-793-28532816
 Fax #: 909-793-4801

Quotation

Page 3

Date: 11/28/2009

Quotation Number: 25362795

Item	Qty	Material#	Unit Price	Extended Price
		Start Date: 08/01/2009 End Date: 10/01/2010		
13010	1	100571 ArcGIS Network Analyst Concurrent Use Primary Maintenance Start Date: 08/01/2009 End Date: 10/01/2010	584.93	584.93
14010	1	100572 ArcGIS Network Analyst Concurrent Use Secondary Maintenance Start Date: 08/01/2009 End Date: 10/01/2010	233.97	233.97
15010	1	100572 ArcGIS Network Analyst Concurrent Use Secondary Maintenance Start Date: 08/01/2009 End Date: 10/01/2010	233.97	233.97
17010	1	108582 ESRI Developer Network (EDN) Subscription Bundle Start Date: 08/01/2009 End Date: 10/01/2010	1,754.79	1,754.79
18010	1	109215 ArcGIS Server Advanced Enterprise Up to Four Cores Maintenance Start Date: 08/01/2009 End Date: 10/01/2010	11,698.63	11,698.63
19010	1	109835 ArcGIS Server Aggregated Migrated Maintenance Bundle	3,000.00	3,000.00
19060	1	109840 ArcGIS Server Basic Enterprise Up to Four Cores Migrated Maintenance Start Date: 08/01/2009 End Date: 10/01/2010		
20010	1	96880	584.93	584.93

This quotation is valid for 90 days and is subject to your ESRI License Agreement. 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 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 taxes 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.

Issued By: Michelle Burkholder

Ext: 2816

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



ESRI

380 New York Street
REDLANDS, CA 92373
Phone: 909-793-28532816
Fax #: 909-793-4801

Quotation

Page 4

Date: 11/28/2009

Quotation Number: 25362795

Item	Qty	Material#	Unit Price	Extended Price
		Job Tracking for ArcGIS (JTX) Concurrent Use Primary Maintenance Start Date: 08/01/2009 End Date: 10/01/2010		
21010	3	93984 Job Tracking for ArcGIS (JTX) Concurrent Use Secondary Maintenance Start Date: 08/01/2009 End Date: 10/01/2010	233.97	701.92

Subtotal	38,505.34
Estimated Taxes	2,129.87
Total	\$ 40,635.21

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

This quotation is valid for 90 days and is subject to your ESRI License Agreement. 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 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 taxes 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.

Issued By: Michelle Burkholder **Ext: 2816**

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



ESRI

380 New York Street
REDLANDS, CA 92373
Phone: 909-793-28532816
Fax #: 909-793-4801

Quotation

Page 5

Date: 11/28/2009

Quotation Number: 25362795

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

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

1		99818	2,339.73	2,339.73
Optional Developer Support for ESRI Developer Network (EDN) Subscribers Pack Quantity 10 Incidents				

This quotation is valid for 90 days and is subject to your ESRI License Agreement. 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 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 taxes 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.

Issued By: Michelle Burkholder

Ext: 2816

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



ESRI

380 New York Street
REDLANDS, CA 92373
Phone: 909-793-28532816
Fax #: 909-793-4801

Quotation

Page 6

Date: 11/28/2009

Quotation Number: 25362795

Customer Number: 131229

Item Qty Material#

Unit Price

Extended Price

BY SIGNING BELOW, YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

To expedite your order, either attach a copy of this quotation to your purchase order when it is remitted to ESRI, or sign below and return this quotation to indicate your acceptance. ESRI's address and fax number are provided on the first page of this quotation.

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.

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.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

By signing below, you are authorizing ESRI to issue a software support invoice in the amount of \$ _____ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if ESRI does not have my current exempt information on file.

Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether ESRI is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

Signature of Authorized Representative

Date

Name (Please Print)

Title

This quotation is valid for 90 days and is subject to your ESRI License Agreement. 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 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 taxes 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.

Issued By: Michelle Burkholder

Ext: 2816

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.