



OFFICE OF THE PURCHASING AGENT

COUNTY OF COOK

118 NORTH CLARK ST. ROOM 1018
 CHICAGO, ILLINOIS 60602-1375
 (312) 603-5370

THIS PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, SHIPPING PAPERS AND
 DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO
 77803

DATE
 12/8/2008
 F.O.B. POINT

PURCHASE ORDER NO.
165013 - 000- OP
 REQUISITION NO.
 00080697 OC

ESRI Inc
 380 New York St
 Redlands CA 92373--8100

COOK COUNTY FEIN: 36-6006541
 ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
 FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Office Technology Geographical
 Information System
 69 W Washington St Ste 2700
 Chicago IL 60602-1375

DELIVERY INSTRUCTIONS

Alan Hobscheid
 312.603.1399

DEPT NO	Page 1 of 1
5450101	

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	ENTERPRISE LICENSE AGREEMENT (ELA) SOFTWARE LICENSE AGREEMENT AS PER CONTRACT NO 08-41-320 AUTHORIZED BY COUNTY BOARD 07/22/2008 CONTRACT PERIOD AUTHORIZED: 09/15/08 THROUGH 09/14/11 AMOUNT AUTHORIZED: \$2,550,000.00 AMOUNT ENCUMBERED THIS PO: \$850,000.00 BALANCE TO FOLLOW ON SEPARATE PO Cook County,	.00 LO	.0000	850,000.00	1249.300353
***** Total Order *****				850,000.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____

Date: _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT

Date: _____

Alan Hobscheid 9-8-09

Purchase Requisition
Office of the Purchasing Agent
Cook County of Illinois

8-11-08
41

755013
Business Unit

Requisition # **OC 80697** Contract # **08-41-350** Open Date

Ship To: 8001053 Office Technology Geographical Information System
69 W Washington St Ste 27 Chicago IL 60602-1375
Supplier: 77803 Delivery Instructions: Alan Hobscheid
380 New York St Redlands CA 92373-8100

Buyer Number 724150 Supervisor #0
Bid/Sole Src Code SSP
Business Unit 5450101
Internal Req Number 85450032
Board Apr Date & Item 07/22/2008 Item #36
Requisition Date 7/30/2008
Date Needed 7/30/2008

One Time Purchase Yes No Covers Need for months: Specific Period of time thru Prior Contract No. Expiration Date Emergency No.
Line # Commodity Description Ball on Hand Quantity UOM Est. Unit Cost Extended Cost Business Unit and Object Account

1,000 961 Enterprise License Agreement (ELA) < > LO 850,000.0000 850,000.00 5450101 540180
Unlimited Cook County access of the ESRI Products. Includes maintenance for all software, annual subscription to the ESRI Enterprise Advantage Program for technical advisement, strategy review and training.
3 Year Contract (\$2,550,000.00)
Part 1 of 3 (2008)

Total of Items Ordered 850,000.00

SOLE SOURCE

DATE TO BUYER/SPEC ENG: 8-27-08

DATE RETURNED TO SUPERVISOR 9-12-08

(S/A RETURNED FOR SIGN OFF BY THIS DATE)

CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the use of the same is in the best interest of the County. I have reviewed the specifications, item budget appropriation approved by the Board of County Commissioners and these are sufficient unencumbered balance in the account to grant same.

Carl H. Higgins

CCA

09 AUG 11 2008
APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

3. Barber
REQUISITIONER

Carl H. Higgins
BUREAU or DEPARTMENT HEAD

ACCT # _____
DATE _____ BY _____

BC

BUREAU OF TECHNOLOGY

CONTRACT

ITEM #36

APPROVED AS AMENDED

Transmitting a Communication from

ANTONIO HYLTON, Chief Information Officer, Bureau of Technology

requesting authorization for the Purchasing Agent to enter into a contract with Environmental Systems Research Institute (ESRI), Inc., Redlands, California, for a three (3) year enterprise license agreement (ELA) for unlimited Cook County access of the ESRI products – ArcGIS desktop products (ArcInfo, ArcEditor, ArcView) ArcGIS desktop extensions (Spatial Analyst, 3D Analyst, Network Analyst), ArcGIS server-based products (ArcGIS Server, ArcIMS), ArcGIS Server Extension products (Spatial Analyst, 3D Analyst, Network Analyst), ArcGIS Engine Runtime, ArcGIS engine runtime extensions, PLTS – Foundation, and ESRI Developer Network. The ELA includes maintenance for all software, annual subscription to the ESRI Enterprise Advantage Program for technical advisement, strategy review and training.

Reason: By entering into this contract, Cook County will lower our per unit cost for software licenses, obtain unlimited use and deployment of GIS software and applications, consolidated maintenance and support across all county agencies and reduce our administrative and procurement expenses for GIS core software. This contract will save the County an estimated \$300,000.00 annually.

Estimated Fiscal Impact: \$2,550,000.00 (\$850,000.00 per year). Contract period: September 15, 2008 through September 14, 2011. (545-441 Account). Requisition No. 85450032.

Sufficient funds are available in the Geographical Information Systems Fund.

Vendor has met the Minority and Women Business Enterprise Ordinance.

CONTRACT ADDENDA

ITEM #37

APPROVED

Transmitting a Communication from

ANTONIO HYLTON, Chief Information Officer, Bureau of Technology

requesting authorization for the Purchasing Agent to amend and increase by \$350,000.00, Contract No. 07-43-347 with ASAP Software Express, Buffalo Grove, Illinois, for countywide non-Microsoft software (Novell, Adobe, Crystal Reports, Corel, Hewlett Packard, Symantec, Altiruis, Computer Associates and etc.) and support services.

Board approved amount 03-20-07:	\$600,600.00
Increase requested:	<u>350,000.00</u>
Adjusted amount:	\$950,600.00

Reason: This increase is necessary to purchase additional non-Microsoft software to accommodate new technology initiatives. Additionally, the ability to add and amend contract items will allow Cook County to be able to update software items and versioning and add to the current technology needs of the County. All price changes will be reviewed by the Purchasing Agent for consistency with the State of Illinois master software agreement. The expiration date of the current contract is July 15, 2010.

Estimated Fiscal Impact: \$350,000.00. (717/various departments-579*; and various departments-388** Accounts).

*Sufficient funds have been appropriated to cover this request.

THE BOARD OF COMMISSIONERS
TODD H. STROGER, PRESIDENT

Earlean Collins	1st Dist.	Peter N. Silvestri	9th Dist.
Robert B. Steele	2nd Dist.	Mike Quigley	10th Dist.
Jerry Butler	3rd Dist.	John P. Daley	11th Dist.
William M. Beavers	4th Dist.	Forrest Claypool	12th Dist.
Deborah Sims	5th Dist.	Larry Suffredin	13th Dist.
Joan P. Murphy	6th Dist.	Gregg Goslin	14th Dist.
Joseph Mario Moreno	7th Dist.	Timothy O. Schneider	15th Dist.
Robert Maldonado	8th Dist.	Anthony J. Peraica	16th Dist.
		Elizabeth Doody Gorman	17th Dist.



CAROLE HILLGAMYER, DIRECTOR
DEPARTMENT OF OFFICE TECHNOLOGY

BUREAU OF INFORMATION TECHNOLOGY
AND AUTOMATION

69 West Washington
Suite 2700
Chicago, Illinois 60602-1304
312 · 603-1370
FAX 312 · 603-9904
email:chillgamyer@cookcountygov.com

DATE: August 7, 2008

TO: Carmen Triche-Colvin
Purchasing Agent

FROM: Carole Hillgamyer *cpb*
Director

SUBJECT: System #80697

Geographical Information Systems is requesting the Purchasing Agent to obtain a contract with Environmental Systems Research Institute (ESRI). The vendor Environmental Systems Research Institute's services have been board approved 07/22/08, item #36 for a three year contract for unlimited Cook County access of the ESRI products; maintenance for all software, annual subscription to the ESRI Enterprise Advantage Program for technical advisement, strategy review and training .

If you have any questions, please contact Alan Hobscheid at x31399.

CH/fdb

cc: Alan Hobscheid



TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN K. TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT

118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

To: ALAN NOBSCHNEID

Date July 14, 2009

Dept: COOK COUNTY BUREAU OF INFO
TECHNOLOGY/AUTOMATION

Internal Reg. No. 85450032

System Req. No. 80697

Purchase Order No. _____

The attached requisition is being returned for the following reason(s). Please address the reason(s) indicated and return (if appropriate) in order for us to continue processing. A highlighted reason indicates the primary cause of return.

THE ATTACHED REQUISITION AND FUTURE REQUISITIONS MUST ADDRESS ALL OF THE REASONS BELOW IN ORDER TO PRECLUDE THEIR BEING RETURNED.

- _____ Please resubmit with requirements/specification(s) in the body of requisition and not "as per attached" if this is a quotation type transaction and not a formal bid/contract.
- _____ Please check with the Central Services Print Shop regarding the work and return for bidding by Purchasing in the event they are unable to accommodate your need.
- _____ Returning/canceling per the request of _____
- _____ Requisition must be typed in its entirety _____
- _____ Please begin description(s) with a noun generic to/descriptive of the commodity.
- _____ Please utilize the **Balance on Hand, Unit of Measure, Quantity, Est. Unit Cost and Est. Extended Cost** columns. Indicate a total. This information should mirror the fashion in which vendor will quote/invoice.
- _____ Please define the **Unit of Measure** in the description, i. e. a "case" equal 12 bottles of 6 ounces each and a "carton" equals 12 rolls of 250 sheets each.
- _____ Please resubmit with vendor's original proposal. Must be signed by vendor if less than \$25m.
- _____ Returning at the direction of Budget Director. Incorrect account number.
- _____ Provide Social Security/Federal Employers Identification Number of vendor for emergency number (E#) and sole source requests under \$25m.
- _____ Returning at the direction of the Budget Dept. Dept/Acct. not found or insufficient funds.
- _____ Need vendor's original invoice



80697-85450032

Letter of justification must report why this need could not be anticipated and the regular bidding process followed. You must also advise why you chose the specific vendor. In the event you are awaiting a Purchase Order from Purchasing, advise the requisition number and the date submitted to Purchasing. If there are other particulars which would reveal the current status or what is delaying a transaction, please advise. E#'s are not be used for what is likely to be a continuing need.

Justification letter must report why you chose the specific vendor.

Indicate vendor's invoice number and date of invoice on the requisition.

Appears to be an unauthorized purchase. Why did you not call for an E#?

Please provide the names of at least three prospective bidders able to meet your specifications.

Please provide letter of justification for sole source.

An item of this nature must be signed-off by the Dept/Agency Head.

Please advise prior **Contract Number** and the **Expiration Date**.

Please indicate "date to be delivered" in the space provided. Date should be the same as date needed, not "A.S.A.P."

Please remove information in the decription area which is not necessary for the prospective bidder to quote your need.

Provide the period of time in which you require these goods/services.

Please indicate if the nature of this request is a "one-time need" or is/will be a continuing need.

Vendor billing reflects sales tax. You must obtain an original corrected vendor's invoice. Sales tax exemption letter is attached.

An item of this nature can be bid. Please resubmit with specification and (if appropriate) samples.

Please provide your specification(s) and special conditions.

Tendor Note Items are to be sent first to the Budget Department. Budget will forward to Purchasing.

FMIS system reports this requisition has been placed on budget hold.

Combine and resubmit with date of Board authorization.

~~Other:~~ CONTRACT DOCUMENTS FOR ABOVE REQ HAVE BEEN WITH THE STATES ATTORNEY'S OFFICE FOR A FEW MONTHS BEING NEGOTIATED WITH THE VENDOR. WHEN CONTRACT DOCUMENTS ARE COMPLETED AND

Please return this letter with the resubmitted requisition.

SIGNED BY VENDOR/S.A.O. PLEASE RESUBMIT FOR PROCESSING.

By: [Signature]

Title: P.A.

Any questions, please contact

LARRY NOSTY AT 312-603-6827



TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN K. TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT

118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

September 21, 2009

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373
Attn: Jack Dangermond

Ref: Contract No: 08-41-320

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Cordially,

A handwritten signature in cursive script that reads "Carmen K. Triche-Colvin".

Carmen K. Triche-Colvin
Purchasing Agent

CKTC/cm

Enclosure

Cc: Antonio Hylton



Printed on Recycled Paper

CONTRACT FOR SERVICE

DOCUMENT NO. 08-41-320



LICENSE AGREEMENT

FOR

THE BUREAU OF TECHNOLOGY

**WITH: ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC
ESRI**

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TODD H. STROGER, PRESIDENT**

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

SEP 01 2009

COM _____

ISSUED BY THE OFFICE OF THE PURCHASING AGENT

072208

REQ# 85450032

081909

CONTRACT FOR SOFTWARE AND SERVICES
PART I

This Contract is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, acting through the Cook County Bureau of Technology hereinafter the "County", or "Licensee" and Environmental Systems Research Institute, Inc. hereinafter "ESRI" or "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the 22nd day of July, 2008, as evidenced by the Board Authorization Letter attached hereto as Exhibit A.

WHEREAS, the County is responsible for procuring software and services for the Cook County Bureau of Technology ("BOT"); and

WHEREAS, the BOT requires certain software and services for use in its geographic information systems ("GIS"), including, enterprise software licenses and an enterprise advantage program subscription (including access to advisement or training) ("Software"), and professional services ("Professional Services"), (collectively, "Software and Professional Services"); and

WHEREAS, ESRI is willing and able to provide such Software and Professional Services on the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. GENERAL

The above recitals are incorporated into this Contract as if fully set forth herein.

II. SOFTWARE AND PROFESSIONAL SERVICES

ESRI shall provide an enterprise software license pursuant to the terms of Exhibit B, Enterprise License Addendum. Professional Services shall be provided pursuant to the terms of Exhibit C, Professional Services Addendum and its Attachments A and B.

III. CONTRACT PERIOD

This Contract shall commence upon proper execution by the County ("Effective Date") and shall continue for thirty-six (36) months thereafter, unless terminated earlier as provided herein ("Term"). "Proper execution" is defined as the date the Cook County Board of Commissioners approves it (provided that the Contract has already been executed by ESRI). Professional Services that are being provided pursuant to a Task Order issued pursuant to Exhibit C, Professional Services Addendum, may continue to be provided beyond the expiration of the Term or period of performance specified in a Task Order, provided that: (1) the last scheduled Deliverable specified in the Task Order has not been delivered at the expiration of the Term or period of performance specified in a Task Order; and (2) payment for the services specified in

the Task Order has been made prior to the expiration of the Term or period of performance specified in a Task Order.

IV. COMPENSATION AND PAYMENT TERMS

The maximum, cumulative, and aggregate amount payable by the County pursuant to this Contract shall not exceed the amount of Two Million Five Hundred Fifty Thousand (\$2,550,000.00) Dollars ("Maximum Fee") and shall be paid in three annual installments in accordance with the Fee Schedule shown below. Invoices in triplicate on County Invoice Form 29A (a sample of which is attached to this Contract as Exhibit D) shall be submitted by Contractor to the Cook County Chief Information Officer, when requesting payment.

The Maximum Fee is composed of the ELA Fee and the Professional Services Fee and is in consideration of: (1) enterprise licensed software; (2) software maintenance for enterprise license software; (3) an annual subscription to the Enterprise Advantage Program; (4) ESRI International User Conference Registrations; and (5), an allocation* of \$300,000.00 for Professional Services for each year of the Term all as provided pursuant to the terms of this Contract.

* For purposes of this Contract, "allocation" or "allocated" means that a sum of money has been dedicated to the performance of specific Professional Services pursuant to a Task Order issued under Exhibit C, Professional Services Addendum.

Fee Schedule

	Year 1	Year 2	Year 3	Maximum Fee
Payments**	\$850,000.00	\$850,000.00	\$850,000.00	\$2,550,000.00

**Each of the three annual installments of \$850,000.00 set forth in the Fee Schedule are composed of an ELA Fee of \$550,000.00 and a Professional Services Fee of \$300,000.00. Over the Term, the total ELA Fee is \$1,650,000.00 and the Professional Services Fee is \$900,000.00.

The initial installment of \$850,000 shall be due within 45 days of the execution of this Contract by the County, provided that ESRI has already executed the same ("Initial Payment"). The subsequent two installments of \$850,000 shall be due within twelve (12) and twenty-four (24) months following the Initial Payment, respectively.

As it relates to the allocation of \$300,000 per year for Professional Services, funds remaining unallocated at the conclusion of Year 1 or Year 2 of the Term shall not be deemed forfeited, but shall remain available and rolled over for Professional Services in the succeeding Year 2 or Year 3. However, at the conclusion of Year 3, any unallocated Professional Services funds will be forfeited by the County unless this Contract is amended by written mutual agreement to provide for such re-allocation. Furthermore, the County may allocate more than \$300,000 in any year of the Term, provided that (a) the County pre-pays the Professional Service Fee prior to the rendering of services for that year and (b) the total amount allocated under this Contract does not exceed \$900,000.

ESRI represents the ELA Fee set forth in this Contract (on the whole) is similar to the pricing ESRI charges (on the whole) to other of its customers that are of similar size, usage volume and type for the same or substantially similar products provided under the same or substantially similar circumstances and terms and conditions.

V. GENERAL TERMS

1. Assignment of Contract

ESRI may, in whole or in part, and with Licensee's prior written consent, which shall not be unreasonably withheld, assign any of its rights or delegate any performance under this Contract to an ESRI subsidiary or affiliate, provided that ESRI shall remain responsible for the performance it delegates.

2. Modifications and Amendments

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent or Director of the Using Department.

3. Expiration and Termination

(a) Expiration of Contract Term

Upon expiration of the Term of this Contract (as distinguished from termination of the Contract in accordance with subsections (b) and (c), below) the License Agreement (comprised of General License Terms and Conditions E200 and its Exhibit 1, Scope of Use E300, collectively known as 2008MLA5272) shall survive and Licensee may continue to use the Deployed Enterprise License Software and Rolled-In Software in accordance with the terms and conditions set forth in the License Agreement. Licensee shall notify ESRI of the quantity and type of licenses for which Licensee elects to purchase standard maintenance. If Licensee elects not to order maintenance upon expiration and maintenance lapses, Licensee must pay maintenance back fees from the date of expiration to reinstate maintenance at a later date. County shall not Deploy additional copies of the Enterprise License Software beyond the quantities in use upon termination or as of the date of expiration. Upon expiration of the Term of this Contract, Exhibit C, Professional Services Addendum, shall expire and the parties shall have no further obligations pursuant to its terms, provided, however, that: (i) any Task Orders issued pursuant to Exhibit C that have been pre-paid (payment for the services specified in the Task Order has been made prior to the expiration date) shall remain open until the last scheduled Deliverable specified in the Task Order has been delivered and accepted; and (ii) the following Articles of

Exhibit C shall survive termination: Patents and Inventions; Ownership, Confidentiality and Export Control; Compensation, Invoices; Required Corrections and Limited Warranty—Disclaimer; Limitation of Liability; High Risk Activities; Term; Termination; and Taxes. Unless Licensee has materially breached its obligations under this Contract, the Articles titled License Grant and Required Corrections and Limited Warranty—Correction of Deliverables and Warranty shall also survive expiration.

(b) Termination of Contract for Material Breach

Either party may terminate this Contract for a material breach by the other party. The breaching party shall be given a period of ten (10) days from the date of receipt of the written notice to cure any material breach. However, if the alleged breach relates to the Licensee's non-payment of invoices, the cure period shall be thirty (30) days. ESRI, may, at its sole discretion and without opportunity to cure, terminate this Contract if Licensee engages in unauthorized use, reproduction, or disclosure of Deliverables. Subject to any applicable limitations set forth in this Contract, the party terminating the Contract shall have the right to pursue its available legal and/or equitable remedies.

Upon termination of this Contract for material breach: (1) Licensee shall cease access and use of Web Services and clear Web Services client-side data cache; (2) Licensee shall uninstall, remove, and destroy all Enterprise License Software, Data, Documentation, training materials and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such actions to ESRI; (3) all outstanding Learning and Services Credits shall be subject to cancellation, acceptance or rejection at the sole discretion of ESRI; (4) Licensee may continue to use Rolled-In Software, subject to compliance with and the requirements of the terms of the License Agreement that are specifically applicable to the uses of Rolled-In Software.

(c) Termination of Contract for Licensee's Convenience

At its convenience, the County may terminate this Contract for any unpaid year(s) provided the County provides ESRI with a written notice at least sixty (60) days prior to the annual anniversary date of the Contract. The effective date of the termination shall be the last day of that payment period and immediately prior to the annual anniversary date for the next payment period.

Under no circumstances may County Deploy additional copies of the Software, Data, or Documentation upon termination for convenience.

In the event that the Contract is terminated for convenience the following conditions shall apply:

- i. County shall uninstall, remove, and destroy all Deployed Software, Data, or Documentation and any whole or partial copies identified in Appendix A, Table A-2, however Licensee(s) may continue to use Rolled-In Software, subject to its

compliance with the License Agreement. County may continue to use Deployed Enterprise License Software, Data, or Documentation identified in Appendix A, Table A-1, provided:

- a. Licensee shall report the quantity and types of Deployed Enterprise License Software identified in Appendix A, Table A-1, and ESRI shall determine the quantity and type of Software, Data, or Documentation that Licensee may continue to use under the License Agreement terms. This determination shall be based on the commercial list price value of the Enterprise License Software Deployed valued against a portion of the ELA Fee amounts paid (portion of ELA Fee applicable to Enterprise License Software licenses identified in Table A-1—hereinafter referred as "Offset Amount"). Licensee shall uninstall, remove, and destroy Deployed Enterprise License Software valued in excess of the Offset Amount to reach an authorized quantity and type level. For the purposes of this provision 3.c.i.a, the Offset Amount shall equal \$300,000 of the amount paid by Licensee to Contractor for each of year 1 and 2 of the Contract. The remaining authorized quantities and types of software ("Remaining Software") shall be licensed in accordance with the License Agreement; and
 - b. Rolled-In Software licenses of the type identified in Table A-1 shall not terminate and may be used at the version level they have been upgraded to at the time of termination. Use and licensing of Rolled-In Software licenses shall be in accordance with the License Agreement.
- ii. The Enterprise Advantage Program ("EAP") described in the Enterprise Advantage Program Terms and Conditions E125 of Exhibit B, Enterprise License Addendum (the "EAP Terms") shall terminate and the parties shall have no further obligations pursuant to the EAP Terms.
 - iii. Exhibit C, Professional Services Addendum, shall terminate and the parties shall have no further obligations pursuant to its terms, provided, however, that: (i) any Task Orders issued pursuant to Exhibit C that have been pre-paid (payment for the services specified in the Task Order has been made prior to the termination for convenience effective date) shall remain open until the last scheduled Deliverable specified in the Task Order has been delivered and accepted; and (ii) the following Articles of Exhibit C shall survive termination: Patents and Inventions; Ownership, Confidentiality and Export Control; Compensation, Invoices; Required Corrections and Limited Warranty—Disclaimer; Limitation of Liability; High Risk Activities; Term; Termination; and Taxes. Unless Licensee has materially breached its obligations under this Contract, the Articles titled License Grant and Required Corrections and Limited Warranty—Correction of Deliverables and Warranty shall also survive termination.

No refund will be provided to Licensee for payments made prior to termination.

5. Force Majeure and Unavoidable Delays

If the performance of this Contract, 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, cyberattack, 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 temporarily excused from such performance to the extent of such prevention, restriction, or interference.

6. Insurance

Contractor shall purchase and maintain during the term of this Contract insurance coverage insurance that shall include, but not be limited to, Workers' Compensation and Employer's Liability (\$1,000,000), Auto Liability (\$1,000,000), Professional Liability (\$2,000,000) and Commercial General Liability (\$2,000,000), including broad form Contractual and Product Liability (\$1,000,000 for most other type items). The provision of this paragraph shall not be deemed to limit the liability of Contractor hereunder or to limit any rights that Contractor or Licensee may otherwise have.

The County of Cook, Illinois, shall be named as an additional insured on the above referenced policies unless such designation is unavailable due to commercial practices in the insurance industry as to the particular type of coverage.

7. Taxes

Federal Excise Tax does not apply to materials purchased by the Licensee by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to Deliverables, materials or services purchased by the Licensee by virtue of statute. The price or prices quoted herein shall exclude any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The Licensee's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

8. General Notice

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested or delivered via a commercial courier (such as FedEx). Notice as provided herein does not waive service of summons or process.

TO THE LICENSEE:

COOK COUNTY PURCHASING AGENT
118 North Clark Street, Room 1018
Chicago, Illinois 60602
Include County Contract Number in all notices

With copies to:

COOK COUNTY CHIEF INFORMATION OFFICER
69 W. Washington St., 27th Floor
Chicago, Illinois 60602
Include County Contract Number in all notices

TO ESRI:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Contract Manager, Sheron Bealer
Tel: 909-793-2853, ext. 1593
Fax: 909-307-30209

9. Confidentiality

The parties shall treat the following information as confidential:

(a) ESRI Confidential Information

The following terms and conditions of this Contract are confidential and proprietary information of ESRI. ESRI's confidential information includes:

- (1) Appendix A, Software and Deployment Schedule; Appendix B, Fee Schedule of the ELA as contained in the E512; and the Fee Schedule contained in Section IV of Part I to this Contract ("ELA CI");
- (2) The access code or password for the Premium Support Services (PSS) Web site and any Work Product provided pursuant to the EAP ("EAP CI");
- (3) Deliverables provided by ESRI to Licensee pursuant to Exhibit C, Professional Services Addendum ("PSA CI").

(b) Licensee Confidential Information

"Confidential Information" means, with respect to the Licensee data contained in the ESRI PSS Web site database, any Licensee electronic network topography, network diagrams, access codes, user identifications, computer programs (in object or source code format or any other form), know-how, inventions, processes, databases, documentation, training materials, designs,

reports, manuals, documents, specifications, hardware, software and equipment and any other intellectual property and any tangible embodiments of it (collectively "Intellectual Property" or "IP") that Licensee makes available to ESRI (collectively "Licensee IP"); (c) this Contract; and (d) business and/or technical information of any kind and any other information, records, materials or data provided such information in a - d is designated in writing or orally and confirmed in writing within thirty (30) days of disclosure, by the disclosing party as "Confidential," "Restricted," "Secret," or other similar term.

(c) ESRI's Obligations

ESRI acknowledges and agrees that the Licensee's Confidential Information shall not be disclosed, directly, indirectly, or be used by ESRI in any way, whether during the Term of the Contract or for 3 years after disclosure except as required in the course of ESRI's performance hereunder. ESRI shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from the Licensee's Confidential Information without the prior written approval of Licensee. In the event such approval is given, any such reports published and distributed by ESRI shall be furnished to Licensee without charge.

(d) Survival of Confidentiality Obligations

The confidentiality obligations of the parties will survive expiration or termination of the Contract. Upon termination of the Contract, ESRI will cease all use of the Licensee's Confidential Information and will, upon Licensee's request, promptly return, or destroy, all Confidential Information, including any copies, in tangible form in the ESRI's possession or under its control, including Confidential Information stored on any medium. Upon request, ESRI will certify in writing its compliance with this Section. However, ESRI may keep a back-up copy of Licensee's Confidential Information for archival purposes.

10. Governing Law

This Contract shall be governed by and construed under the laws of the State of Illinois, except that U.S. federal law shall govern in matters of intellectual property. The venue for any action or proceeding arising from this Contract shall be litigated within the appropriate state or federal court located within Cook County, State of Illinois.

11. Waiver

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

12. Independent Contractor Status; No Third Party Beneficiaries.

ESRI and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the Licensee. It is expressly understood and agreed that neither ESRI nor its employees, agents or subcontractors shall be entitled to any benefit to which Licensee employees may be entitled including, but not limited to, overtime or

unemployment compensation, insurance or retirement benefits, workers' compensation or other employee related compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary. Neither party has the authority to enter into any contracts on behalf of the other party or otherwise act on behalf of the other party.

13. Severability

If any provision of this Contract shall be adjudged by any court of competent jurisdiction to be invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall be enforced to the maximum extent permitted by applicable law.

14. Minority- and Women-Owned Business Enterprises.

ESRI will utilize Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) in accordance with the Approved MBE/WBE Utilization Plan attached hereto as Exhibit E and incorporated into this Contract.

COOK COUNTY ORDINANCE DIVISION 6, SECTION 34-275 - 34-285

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.

B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor Protege Contract with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.

C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

VI. DOCUMENTS COMPRISING CONTRACT; ORDER OF PRECEDENCE

The Contract is composed of and incorporates the following documents, all of which are incorporated herein by this reference:

1. Part I, Contract
2. Exhibit A, Board Authorization Letter
3. Exhibit B, Enterprise License Addendum E512 (including: (1) Appendices A-E; (2) General License Terms and Conditions E200 and its Exhibit 1, Scope of Use E300; and (3) the Enterprise Advantage Program Terms and Conditions E125)
4. Exhibit C, Professional Services Addendum E600 including Attachments A and B
5. Exhibit D, Sample Invoice Voucher Form 29A
6. Exhibit E, Approved MBE/WBE Utilization Plan

In the event that there is a conflict between or among any of the terms and conditions of any of the documents described below (which are collectively referred to herein as the "Contract"), the order of precedence to be used in interpreting the documents, from highest to lowest in priority and precedence, shall be as follows:

- (1) Part I, Contract;
- (2) Exhibit B, Enterprise License Addendum and Exhibit C, Professional Services Addendum

The parties agree that the Contract is the complete agreement between the parties and replaces any prior oral or written agreement or communications between the parties relating to the subject matter hereof.

[END OF PART I]

Exhibit A Board Authorization Letter

OFFICE OF THE COUNTY CLERK - CLERK OF THE BOARD

AGENDA TRANSMITTAL FORM/REQUEST FOR BOARD MEETING OF: July 22, 2008

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BUREAU OF TECHNOLOGY
GEOGRAPHICAL INFORMATION SYSTEMS

This form must be used to place business transactions (itemized below) on the agenda for the Cook County Board of Commissioners. All questions must be answered in order for your request to be placed on the Board Agenda.

1. Describe item (name/quantity) or services requested:

Requesting authorization for the Purchasing Agent to enter into contract with Environmental Systems Research Institute, Inc. (ESRI) for a three year Enterprise License Agreement (ELA) for unlimited Cook County access of the ESRI products - ArcGIS desktop products (ArcInfo, ArcEditor, ArcView), ArcGIS desktop extensions (Spatial Analyst, 3D Analyst, Network Analyst), ArcGIS server-based products (ArcGIS Server, ArcIMS), ArcGIS Server Extension products (Spatial Analyst, 3D Analyst, Network Analyst), ArcGIS Engine Runtime, ArcGIS Engine Runtime Extensions, PLTS - Foundation, and ESRI Developer Network. The ELA includes maintenance for all software, annual subscription to the ESRI Enterprise Advantage Program for technical advisement, strategy review and training.

2. Type of transaction are you requesting:

- A. () Advertise for bids (go directly to question 5)
 - B. (X) Enter into a contract
 - C. () Renewal of existing contract
 - D. () Increase dollar amount of existing contract
 - E. () Extend time period on existing contract
- You may check more than one of the following if applicable:

3. If you check 2B through 2E, you must complete all of the following questions:

- A. Vendor name and address:
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373

If you are requesting to enter into a contract with a specific company or individual, you must explain why this company or individual is the only one capable of supplying the products or services. Likewise, you must explain why a renewal or extension is necessary in lieu of rebidding:

- B. Reason:
By entering into this contract, Cook County will lower our per unit cost for software licenses, obtain unlimited use and deployment of GIS software and applications, consolidated maintenance and support across all county agencies and reduce our administrative and procurement expenses for GIS core software.

4. If you checked 2C through 2E above, you must complete the following:

Contract No.: _____

Amount of original Board approved contract: _____

Board approval date: _____

Amount of funds remaining in contract: \$ _____ (2E only)

Previous increase or extension: (2D and E only)

Dates: _____ Amount: \$ _____ Adjusted amount: \$ _____

APPROVED AS AMENDED
BY THE BOARD OF COOK COUNTY COMMISSIONERS

JUL 22 2008

5. Expiration date of current contract (if applicable): _____

Dates of proposed contract (if applicable): 09/15/08 from 09/15/2011 to

COM _____

6. Fiscal Impact: \$2,550,000.00 Department/Budget Account: 545/441 Account Description: Maint & Repair Data Equip

Amount of new contract/contract increase: \$ _____

Amount of above per fiscal year: \$ 850,000.00

Approval of this item will commit Fiscal Year(s) 2009 and 2010 funds.

____ Sufficient funds have been appropriated to cover this request. (Check this statement if funds are coming from a bond account.)

Name: Antonio Hyton

Phone Number: 312-693-1400

Title: Chief Information Officer

Signature: [Handwritten Signature]

(If there are insufficient funds available in the indicated budget account, please complete the reverse side, per request of the President of the Board).
The balance in the budgetary account indicated above is insufficient to fund this request. There are, however, sufficient funds, which may be transferred at a later date in Budget Account: _____ (do not indicate 118) Account Description: _____ in this account



ESRI

Exhibit B
Contract No. 08-41-320
ENTERPRISE LICENSE ADDENDUM

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

This Enterprise License Addendum includes the documents listed below (collectively, "Addendum" or "ELA"). This Addendum provides for the licensing and deployment of certain ESRI Software, delivery of ELA maintenance, provision of ESRI International User Conference registrations, and one annual subscription to the Enterprise Advantage Program. The term of this ELA is equal to the Term of the Contract, as it is set forth in Section III, Contract Period, of Part I.

This Addendum is comprised of the following documents which are incorporated herein by reference:

1. Enterprise License Terms and Conditions (E512) including;
 - Appendix A, Software and Deployment Schedule
 - Appendix B, Fee Schedule
 - Appendix C, County Annual Deployment Report
 - Appendix D, ELA Points of Contact
 - Appendix E, Tier 1 Help Desk Authorized Individuals
2. License Agreement— comprised of:
 - General License Terms and Conditions (E200)
 - ESRI Exhibit 1, Scope of Use (E300)

Note: Licensee is defined in Part I of this Contract
3. Enterprise Advantage Program Terms and Conditions (E125)

ARTICLE 1—DEFINITIONS

All definitions in other parts of the ELA shall have the same meaning in this Enterprise License Terms and Conditions. In addition, the following definitions apply to the ELA:

- "Deploy," "Deployment," or "Deployed" means to redistribute, or the redistribution of, the Enterprise License Software (and its related keycodes/registration files), or its having been redistributed, by Licensee for installation and use on Licensee's hardware.
- "ELA Maintenance" means Tier 2 Support, updates, and patches provided by ESRI for Enterprise License Software and Rolled-In Software.
- "Enterprise License Software" means the Software identified in Table A-1 and Table A-2 of Appendix A, Software and Deployment Schedule. Enterprise License Software does not include unit-priced separately orderable item(s) or ESRI technology that may be embedded in third-party products purchased by County.
- "Incident" means a failure of the Software to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "License Agreement" means the General License Terms and Conditions (E200) and Exhibit 1, Scope of Use (E300), collectively referred to as: 2008MLA5272
- "Rolled-In Software" means Software of the same type as Enterprise License Software that Licensee acquired for use prior to the Effective Date that is current on paid maintenance and that receives ELA Maintenance during the term of the ELA.
- "Technical Support" means a process to attempt to resolve reported Incidents through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Software, Data, or Documentation corrections or modifications specified in the most current applicable ESRI U.S. Software Maintenance Program.
- "Tier 1 Help Desk" means Licensee point of contact from which all Tier 1 Support will be given to Licensee's users.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee's users in attempted resolution of reported Incidents.

- "Tier 2 Support" means the Technical Support provided by ESRI to the Tier 1 Help Desk when the Incident cannot be resolved through the Tier 1 Support.

ARTICLE 2—GRANT OF LICENSE

2.1 Grant of License. Licensee's use of the Enterprise License Software is subject to the License Agreement and any additional terms set forth in this Article 2 and Article 3 below. Licensee shall remain primarily responsible to ESRI for compliance by Licensee's users with the terms and conditions of this ELA. Rolled-In Software shall be licensed in accordance with the License Agreement.

2.2 Modification of Section 3.2, Beta License, of the General License Terms and Conditions. Beta licenses are not available under this ELA. Therefore, Section 3.2, Beta License of the General License Terms and Conditions, is deleted in its entirety.

2.3 Modification of Section 3.4, Consultant Access, of the General License Terms and Conditions. Section 3.4, Consultant Access of the General License Terms and Conditions is modified as follows: Use of any Enterprise License Software is restricted to use by consultants and contractors for the sole benefit of Licensee while (i) working on-site at Licensee's facilities or (ii) remotely using/accessing Enterprise License Software from Licensee's on-site computers or machines.

ARTICLE 3—SCOPE OF USE

Section 4.1, Permitted Uses and Section 4.2, Uses Not Permitted, of the General License Terms and Conditions are modified as follows:

3.1 Modification of Section 4.1, Permitted Uses, of the General License Terms and Conditions. In addition to those set forth in Section 4.1, Permitted Uses, of the General License Terms and Conditions, the following additional Permitted Uses are hereby granted for the Enterprise License Software:

For the term of the ELA, Licensee's Bureau of Technology may copy and Deploy the Enterprise License Software to users up to the quantities of licenses granted to County in Appendix A, Software and Deployment Schedule. No other Licensee has a right to copy (except as permitted in the License Agreement) or Deploy the Enterprise License Software.

3.2 Modification of Section 4.2, Uses Not Permitted, of the General License Terms and Conditions. In addition to the restrictions set forth in Section 4.2, Uses Not Permitted, of the General License Terms and Conditions, the following Uses Not Permitted apply to the Enterprise License Software:

- a. Licensee shall not use, transfer, redistribute, or Deploy the Enterprise License Software outside of the United States territories and outlying areas without the prior written permission of ESRI and agreement on additional fees, if any. Any such export shall be subject to U.S. Export Control Regulation requirements of the License Agreement.
- b. Hard-copy Documentation may not be copied.
- c. Transfer, redistribution or assignment of Enterprise License Software to any third party without ESRI written permission is prohibited.

ARTICLE 4—MAINTENANCE

4.1 ELA Maintenance. ELA Maintenance is included in the Fee. Each Rolled-In Software and Enterprise License Software item will receive ELA Maintenance, provided that standard maintenance is available. ELA Maintenance includes benefits specified in the most current applicable ESRI U.S. Software Maintenance Program document (found at www.esri.com/legal) as modified by this Section 4.1, ELA Maintenance. Response times shall be as set forth in the Technical Support Response Times Matrix, attached hereto as Appendix F. ELA Maintenance does not include Technical Support for Web Services. The maintenance reinstatement fee for Rolled-In Software will be waived for the term of the ELA.

a. Tier 1 Support Provided by Licensee

- (1) Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all of Licensee's users.

- (2) The Tier 1 Help Desk shall use analysts sufficiently trained in the Software they are supporting to the degree that they will be able to provide Licensee's users with the Tier 1 support services described in this subparagraph a.
- (3) At a minimum, Tier 1 Support shall include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts shall be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or Data involved, if applicable, to the Incident. The analyst may also use any other information and databases they may develop to satisfactorily resolve Incidents.
- (5) If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact ESRI for Tier 2 Support. The Tier 1 Help Desk shall use reasonable efforts to provide support in such a way as to minimize repeat calls and make solutions to problems available to users.
- (6) Licensee may assign up to ten (10) named Tier 1 Help Desk individuals as identified in Appendix E, Tier 1 Help Desk Authorized Individuals who are the only individuals authorized to contact ESRI directly for Tier 2 Support.

b. Tier 2 Support Provided by ESRI

- (1) ESRI shall log the calls received from the Tier 1 Help Desk individuals.
- (2) ESRI shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
- (3) ESRI may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- (4) ESRI shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals and not the individual users.
- (5) When the Incident is resolved, ESRI shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to the Licensee.
- (6) ESRI may, at ESRI's sole discretion, make patches, hot fixes, or updates available for downloading from ESRI's Web site or deliver them on media.

ARTICLE 5—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT REPORT

5.1 Delivery and Deployment

- a. Upon receipt of an initial purchase order from Licensee, ESRI shall deliver five (5) sets of media containing the Enterprise License Software to Licensee for Deployment to users. ESRI shall ship the media to the ship-to address identified in Appendix D, ELA Points of Contact, FOB Destination with shipping charges prepaid. Licensee may purchase additional media sets at the prices in effect at the time of purchase.
- b. ESRI shall provide Licensee with up to one hundred (100) hardware keys ordered on an as-required basis. Additional hardware keys may be ordered at the prices in effect at the time of purchase.
- c. ESRI shall provide registration numbers or keycodes, as applicable, to activate the nondestructive copy protection program that enables the Software to operate.
- d. Licensee shall Deploy, install, configure, and track the Enterprise License Software.

5.2 Annual Report of Deployments. At each anniversary date and ninety (90) days prior to the expiration date of this Contract Licensee shall provide, a written report, in the format as set forth in Appendix C, County Annual Deployment Report, to ESRI detailing all Deployments made. The report shall be subject to audit by an authorized representative of ESRI. ESRI shall bear all costs of any audit performed.

5.3 ESRI International User Conference Registration. Licensee shall receive ESRI International User Conference registrations annually for the term of this ELA in the quantities set forth in Appendix B, Enterprise License Fee Schedule. Licensee is responsible for distributing the registrations to users. Third parties may not represent County at any ESRI International User Conferences.

ARTICLE 6—POINTS OF CONTACT

Points of Contact. Each party shall identify points of contact for administrative and technical issues in Appendix D, ELA Points of Contact.

ARTICLE 7—GIS STANDARD

Licensee may, in its discretion, name ESRI as its GIS standard and act as a reference for other ESRI customers and potential customers as long as the ELA remains in effect. This ELA shall not be construed or interpreted as an exclusive dealings agreement, and Licensee reserves the right to purchase from third parties any of their requirements for GIS Software.

Licensee agrees that ESRI may publicize the existence of the ELA, but not any of the Licensee's Confidential Information, as described elsewhere in this Contract.

ARTICLE 8—ADMINISTRATIVE REQUIREMENTS

8.1 OEM Licenses. If Licensee obtains Software, Data, Web Services, or any component thereof as part of an original equipment manufacturer (OEM) Software program or product developed and licensed by an OEM business partner of ESRI, Licensee shall not be entitled to or seek any discount from the OEM business partner or ESRI, directly or indirectly, as a result of or based upon the availability of such Software, Data, or Web Services, as Enterprise License Software under this ELA. In addition, such Software, Data, Web Services, or any component thereof included in the OEM Software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA.

8.2 Conversion to Enterprise License Software—Limited Quantity or Unit-Priced Separately Orderable Item. Newer or updated Enterprise License Software may contain or be developed with (i) newly acquired technology obtained through a significant investment or (ii) third-party intellectual property that requires a unit-based royalty fee or prohibits Deployment under a site license. ESRI reserves the right to exclude such newer or updated versions of the Enterprise License Software from the tables in Appendix A, Software and Deployment Schedule. Such items can be made available to Licensee on a limited quantity basis or as unit-priced separately orderable item(s). In such event, Licensee may continue to use the older (previous) version Deployed and ESRI will provide Technical Support in accordance with the Product Life Cycle Policy.

8.3 Product Obsolescence. During the term of this Contract, some of the products listed in Appendix A, Software and Deployment Schedule may become obsolete or will no longer be commercially offered or may no longer be available for Deployment. Licensee may continue to use a product that has been Deployed, but support and upgrades for older products may not be available. ELA Maintenance and maintenance and availability of products identified in Appendix A shall be subject to each item's Product Life Cycle Support Status, which can be found at <http://support.esri.com/index.cfm?fa=software.gateway> by selecting the product type and then clicking the Product Life Cycle link for specific product plans. ESRI's Life Cycle Support Policy, available at <http://support.esri.com/knowledgebase/relatedDocs/ProductLifeCycle.pdf>, defines the support phases and overall support plans.

**APPENDIX A
SOFTWARE AND DEPLOYMENT SCHEDULE**

Licensee may Deploy the Enterprise License Software to the total quantity of licenses indicated below to its users. The quantities identified are the cumulative quantities available in any given year for the term of this ELA.

**Table A-1
Enterprise License Software—Unlimited Quantities**

Product	Total Qty./Seats to Be Deployed
Desktop Software	
ArcInfo	Unlimited
ArcEditor SU or CU	Unlimited
ArcView SU or CU	Unlimited
Desktop Extension Software	
ArcGIS Spatial Analyst	Unlimited
ArcGIS 3D Analyst	Unlimited
ArcGIS Network Analyst	Unlimited
Server Software	
ArcGIS Server: Workgroup or Enterprise [Basic, Standard or Advanced]	Unlimited
ArcIMS	Unlimited
ArcGIS Engine Runtime	Unlimited
Server Extension Software	
ArcGIS Server Extensions: Spatial, Network & 3D	Unlimited
ArcGIS Engine Runtime Extensions: Spatial, Network & 3D	Unlimited
Other	
PLTS Foundation	Unlimited

**Table A-2
Enterprise License Software—Limited Quantities**

Product	Total Qty./Seats to Be Deployed
ESRI Developer Network (EDN) Subscription	5

**APPENDIX B
FEE SCHEDULE**

The Fee is defined in Part I of the Contract and includes the following:

	Year 1	Year 2	Year 3	Fee
Payments	<i>See Part I of Contract</i>			
One annual subscription Enterprise Advantage Program (annual subscription includes 100 Technical Advisor hours and 100 Learning and Services Credits). An additional 100 additional Learning and Services Credits will also be provided annually (total 200 L&S Credits annually)	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>n/a</i>
\$300,000 annual credit for Professional Services under Exhibit C of this Contract	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>n/a</i>

Number of ESRI International User Conference Registrations provided annually	8
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**APPENDIX D
ELA POINTS OF CONTACT**

Either party may change its point of contact by written notice to the other party.

1. ESRI point of contact for order processing issues:

Name: Customer Service
ESRI
380 New York Street
Redlands, CA 92373-8100
E-mail: service@esri.com
Phone: 888-377-4575
Fax: 909-307-3083

2. ESRI Contact for Tier 2 Support issues:

E-mail: support@esri.com
Phone: 909-793-3774 (domestic U.S. only)
Fax: 909-792-0960
Web: support@esri.com

3. Licensee centralized point of contact for order release and administrative issues:

Name: Mary Jo Horace
E-mail: mjhorace@cookcountygov.com
Phone: 312 603-1333
Fax: 312 603-9713

4. All deliverables to Licensee shall be shipped to the address listed below:

Licensee Office: Department of GIS, Cook County Bureau of Technology
Name: Alan Hobscheid
Address: 69 West Washington, Suite 2700
Chicago, Illinois 60602

**APPENDIX E
TIER 1 HELP DESK AUTHORIZED INDIVIDUALS**

Substitutes/Changes to Tier 1 Help Desk authorized individuals may be made by written notice to ESRI.

1. Name: Alan Hobscheid
 Address: 69 W. Washington, #2700, Chicago, IL 60602
 Phone: 312 603-1399
 Fax: 312 603-9713
 E-mail: ahobscheid@cookcountygov.com

6. Name: Tanya Anthofer
 Address: 118 N. Clark 4th Floor, Chicago, IL 60602
 Phone: 312 603-7967
 Fax: _____
 E-mail: tanthof@cookcountygov.com

2. Name: Susan Tursman
 Address: 69 W. Washington, #2700, Chicago, IL 60602
 Phone: 312 603-1388
 Fax: 312 603-9713
 E-mail: sgtursma@cookcountygov.com

7. Name: _____
 Address: _____
 Phone: _____
 Fax: _____
 E-mail: _____

3. Name: Wigberto Ingente
 Address: 69 W. Washington, #2700, Chicago, IL 60602
 Phone: 312 603-1389
 Fax: 312 603-9713
 E-mail: wningen@cookcountygov.com

8. Name: _____
 Address: _____
 Phone: _____
 Fax: _____
 E-mail: _____

4. Name: Michael Hammer
 Address: 669 W. Washington, #2400, Chicago, IL 60602
 Phone: 312 603-1776
 Fax: 312 603-9713
 E-mail: mhammer@cookcountygov.com

9. Name: _____
 Address: _____
 Phone: _____
 Fax: _____
 E-mail: _____

5. Name: David Arfa
 Address: 69 W. Washington, #2700, Chicago, IL 60602
 Phone: 312 603-1362
 Fax: 312 603-9713
 E-mail: darfa@cookcountygov.com

10. Name: _____
 Address: _____
 Phone: _____
 Fax: _____
 E-mail: _____



ESRI

**GENERAL LICENSE TERMS AND CONDITIONS
(E200 6/08)
2008MLA5272**

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

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- a. "Beta" means any alpha, beta, or prerelease Software, Data, Documentation, or Web Services.
- b. "Data" means any ESRI or third-party digital dataset(s) including, but not limited to, geographic vector data coordinates, raster, reports, or associated tabular attributes, licensed under this License Agreement.
- c. "Documentation" means all printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
- d. "Samples" means sample code, sample applications, add-ons, or sample extensions of Software, Data, Documentation, or Web Services.
- e. "Software" means all or any portion of ESRI's proprietary software technology accessed or downloaded from an authorized ESRI Web site or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
- f. "Term License" means licenses provided for use in a limited time period or on a subscription or transaction basis.
- g. "Web Services" means software services or ESRI or third-party data provided by ESRI that perform geographic information system (GIS) functions, tasks, or data services and are accessed over the Internet.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

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34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.
35. Licensed end users shall not share the client-side data cache derived from ArcGIS Online with other licensed end users or third parties.
36. Licensee may not download or store resulting data or information except for results derived from using ArcWeb Services Address Manager.
37. Data provided with StreetMap USA may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or calculating an alternate route if a turn is missed.
38. The ArcGIS Server 3D extension included with ArcGIS Server Standard and Advanced (Workgroup or Enterprise) may only be used for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D extension Software is permitted with ArcGIS Server Standard. The ArcGIS Server 3D extension can be used with ArcGIS Server Advanced if the additional license fees for the 3D extension have been paid.
39. Any editing functionality included with ArcGIS Server is not permitted for use with ArcGIS Server Basic (Workgroup or Enterprise).

40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) are permitted for use only with ArcGIS Server Advanced.
41. Licensee may only use Data from a single state with the Single State version of ArcGIS Data Appliance. This restriction applies to a large-scale (i.e., scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and one (1)-meter or better resolution imagery included in the USA Collection. This restriction does not apply to the small-scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.
42. Licensee has the right to one (1) desktop deployment of the ArcGIS Server Image extension Service Editor for every four (4) cores of ArcGIS Server Image extension that is licensed. Additional Service Editor desktop deployments can be licensed for an additional fee.
43. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the Engine Runtime Software.
44. For any operating system environment in which Licensee runs instances of the Concurrent Use license management software, Licensee may run up to the same number of passive failover instances of the Concurrent Use license management software in a separate operating system environment for temporary failover support.
45. Data licensed with ArcGIS Business Analyst and ArcGIS Business Analyst Server are restricted to use with the respective Business Analyst extension and are not for general use with ArcGIS Desktop or ArcGIS Server Software.
46. Licensee should not follow any route suggestions that appear to be hazardous, unsafe, or illegal. Licensee assumes all risk of using this navigation Software.
47. Licensee may only use the Software in conjunction with a minimum of ArcGIS Server Standard Enterprise.
48. Licensee may include reports and maps created from the Software or Data in hard-copy or read-only formats for presentation packages or marketing studies for subsidiaries and customers. The value of the ESRI reports and maps must be less than twenty percent (20%) of Licensee's total value of the presentation package or marketing study. Full, complete, stand-alone reports or maps created from the Software or Data and not part of a presentation package or marketing study cannot be resold, sublicensed, or otherwise transferred without prior, written permission of ESRI. Licensee's third-party customer may only receive reports and maps generated by Licensee and may only use the maps and reports received from Licensee for internal purposes. In no case shall Licensee redistribute the Data in digital formats.
49. ESRI MapIt Silverlight Web or WPF applications may not be deployed independent of Licensee's MapIt deployment configuration.
50. Licensee has the right to one (1) desktop deployment of the Spatial Data Assistant for each ESRI MapIt Server License.
51. ArcGIS Business Analyst Server Developer and Data may only be installed on one (1) server per license solely for the purposes of research, development, testing, and demonstration of a prototype application.
52. Source code is the intellectual property of ESRI. Licensee's access to and use of any source code file identified as "Software" in a README file or at <http://www.esri.com/legal/> should be treated as a trade secret for Licensee's own internal use only and not for further redistribution or access by unlicensed third parties. Licensee shall not modify the Software, Documentation, Data, or source code to incorporate, embed, link, or otherwise include any code, libraries, or data licensed or distributed under an open source licensing or distribution models similar to Free Software Foundation's GNU's General Public License (GPL) or GPL-compliant licenses, including, without limitation, the Artistic License (e.g., Perl), the Mozilla Public License, the NetScape Public License, and the Sun Community or Industry Standards License, that could require a user to make its proprietary source code available to a requesting third party.



**ENTERPRISE ADVANTAGE PROGRAM
TERMS AND CONDITIONS (E125)**

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

EAP Agreement No. 2008EAP5272

This document ("EAP") is comprised of this page and the associated terms and conditions below

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 professional services (i.e. application or database development for solutions or applications).

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: Alan Hobscheid

Telephone: 312 603-1399

Address: 69 West Washington, Suite 2700

Fax: 312 603-9713

City, State, ZIP: Chicago, Illinois 60602

E-mail: ahobscheid@cookcountygov.com

ARTICLE 1—DEFINITIONS

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

"PSS" means Premium Support Services.

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

"Term" means the initial term of this EAP. The initial term of this EAP shall be equal to the Term of the Contract, as it is set forth in Section III, Contract Period, of Part I.

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

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 Service hours. Upon Licensee's request, ESRI shall notify Licensee in writing of the current number of Technical Advisor Service hours expended. Licensee may elect to retain additional Technical Advisor Services blocks for a supplemental price (100 hour blocks). 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-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 with access to ESRI's Premium Support Services Website 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 additional block of Learning and Services Credits during the initial term of the EAP.
 - (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 Learning and Services Credits and Technical Advisor Services bundle.
 - (4) Each Learning and Services Credit may be exchanged for one of the following:
 - (a) Two hours of 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;
 - (b) Two hours of Premium Support Services;
 - (c) One day for one student at an ESRI Training Center in Redlands, California, or at a regional office;
 - (d) On-site Instructor-Led Training (typically, ESRI offers 2 to 5-day courses; 9 credits = 1 day);
 - (e) 480 Virtual Campus dollars for Standard Virtual Campus training; or
 - (f) Related ESRI travel and per diem expenses as quoted.
 - (5) Unused Learning and Services Credits may be carried over to future years as long as Licensee remains an ESRI Enterprise Advantage Program customer. Any unused credits will expire at the end of the ELA term, or upon termination of the ELA.
 - (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 email invitation to the EAP Contact for quarterly webcast presenting business and technical information related to enterprise GIS.

2.2 Learning and Services Credit Use

- a. *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 statement by email for confirmation and authorization for use of the credits.
- b. *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.
- c. *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.
- d. *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 and reproduce the Work Product 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.

ARTICLE 4—WARRANTIES AND DISCLAIMERS

4.1 Warranties and Disclaimers

- a. All services, training and Work Product will be provided in a professional and workmanlike manner.
- b. ESRI warrants that for a period of 30 days after acceptance of the Work Product that the Work Product will conform, in a manner consistent with professional and technical standards in the software industry, with applicable written specifications included in the corresponding task or delivered to Licensee pursuant to this EAP.
- c. *Map Data Disclaimer.* Map Data may contain some nonconformities, defects, errors, or omissions. MAP DATA ARE 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 LICENSEE'S OPERATION OF THE ENTERPRISE ADVANTAGE PROGRAM OR ANY WORK PRODUCT PROVIDED HEREUNDER 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

THE LIMITATIONS OF LIABILITY ARE SET FORTH IN ARTICLE 7 OF THE GENERAL LICENSE TERMS AND CONDITIONS (E200).

ARTICLE 6—COMPENSATION

6.1 The fees for the initial term of the EAP are incorporated within the ELA Fee.

6.2 Pricing for new ESRI service offerings will be in accordance with ESRI's most current price schedule at the time of purchase.

6.3 Licensee may elect to use Learning and Services Credits for actual travel expenses, plus a standard burden, not to exceed 15%, or to be invoiced at the actual cost for travel expenses plus a standard burden, not to exceed 15%. Meals will be charged on a per diem basis.

ARTICLE 7—RESERVED

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. 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. Within 60 days of termination of this EAP, 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 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.

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 for any product covered under ESRI's normal maintenance subscription. When logging a call with ESRI Support, Licensee must specify that EAP credits will be used toward the support incident.

9.3 ESRI will support the licensed Software (as defined in ESRI's License Agreement) by providing Licensee with enhanced online and telephone support and other services through the PSS program as described below:

- a. *Assigned PSS Coordinator.* ESRI will assign a PSS Coordinator to Licensee. The assigned PSS Coordinator will work directly with Licensee's authorized callers to facilitate Licensee's PSS needs.
- b. *Normal Business Hours of Operation.* PSS operates during the normal business hours of Monday through Friday, from 6:00 a.m. to 5:00 p.m. Pacific time, excluding weekends and ESRI holidays.
- c. *Acknowledgment/Response Time.* An "Incident" is a reported failure of the Software to operate according to the Documentation (as defined in the License Agreement) furnished by ESRI where such failure substantially impacts operational or functional performance. Licensee may open an Incident by calling ESRI's Helpdesk Support Services or logging the Incident via the Premium Support Web site. An automated e-mail acknowledgment will be sent for a new Incident logged via the Premium Support Web site. The assigned PSS Coordinator will use commercially reasonable efforts to call or send an e-mail response within one business hour of the receipt of a new Incident to notify Licensee that the submitted Incident is in the initial stage of review.
- d. *Two Authorized Callers.* Licensee may designate up to two specific authorized callers who may contact PSS, thereby providing continuity and building technical and business knowledge by both parties to improve services.
- e. *Toll-Free Support Number.* Licensee may request PSS by telephone at 888-621-1755 (toll free to domestic callers) or 909-793-3774 or by facsimile at 909-792-0960.
- f. *Premium Support Web Site Access.* Licensee will receive access to the Premium Support Web site at <http://support.esri.com/psg>. PSS Coordinators will log and track status and completion of all identified PSS Incidents. Licensee's authorized callers may log and view their Incidents, initiate chat sessions and remote screen sharing with assigned ESRI support staff, and access other PSS-related tools and information through the Premium Support Web site.
- g. *System/Environment Profiling.* Licensee will be provided access to an ESRI database through the Premium Support Web site to enter and maintain data regarding Licensee's equipment, applications, and skill sets associated with ESRI technology.
- h. *Incident Management.* Incident management is an interactive process between PSS and Licensee that permits Licensee to contact the PSS Coordinator. Once an Incident is logged, the PSS Coordinator will confer with ESRI Technical Support

analysts in an attempt to determine an appropriate resolution or workaround. If required, the PSS Coordinator will also confer with ESRI Development. The PSS Coordinator will initiate proactive follow-up to inform Licensee of the progress made on each Incident.

- i. *PSS Software Alert Newsletter.* Licensee will receive a news bulletin that discusses key current issues being investigated by ESRI.
- j. *Quarterly Teleconference Meeting.* ESRI and Licensee will schedule a quarterly teleconference meeting to discuss Licensee's current support Incidents. ESRI will make available the assigned Account Manager, PSS Coordinator, PSS Manager, and other ESRI staff as required.

9.4 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

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

10.1 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 Invention 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.
- 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.

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

ARTICLE 11—TRAINING TERMS AND CONDITIONS

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

11.1 Training Location. Training may be conducted at Licensee's site or at an ESRI Learning Center.

11.2 Course Description. The ESRI Software training course(s) offered, the location, the dates during which the courses are to be conducted, the number of participants, and the 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 course descriptions outlined on the training Web site. ESRI reserves the right to modify course content when necessary due to Software technical capabilities or limitations.

11.3 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.

The ESRI Event Assistant, through whom all course(s), dates, and locations shall be confirmed, can be contacted via the contact information as listed in the Client Site Training Request Form, found at <http://downloads2.esri.com/Campus/documents/regapp.pdf>.

- Learning center training class scheduled dates are confirmed by the Training Event Assistant approximately ten (10) business days prior to the start date.
- Licensee site classes are confirmed by the Training Event Assistant upon receipt of payment/order information and completed Client Site Training Request Form.

11.4 Licensee's Responsibilities

- Licensee must use reasonable efforts to 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.

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

- a. 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.
- b. 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.

11.6 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:

- a. Licensee shall, where possible, provide a one-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, lighting, and sufficient power and number of outlets to accommodate the required number of computers and other equipment to be used.

Where ESRI's mobile lab is utilized for a scheduled class:

- a. Licensee shall use reasonable efforts to protect the mobile lab equipment from loss, damage, or theft while in Licensee's possession. Licensee shall be responsible for loss, damage or theft of the mobile lab while in Licensee's possession, if such loss, damage or theft is a result of Licensee's negligence. Licensee should immediately report any damage or missing items to the Training Event Assistant.
- b. Licensee shall keep the mobile lab equipment in a secure, locked area between class sessions.
- c. Licensee shall make the mobile lab equipment available for freight pick-up at the conclusion of the ESRI courses.

- d. Licensee shall ensure no one except registered students uses the mobile lab equipment.
- e. Licensee agrees to 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 Client 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.

11.7 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 course.

11.8 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 student or Licensee site class, Licensee will be liable for the full payment of the student enrollment or the appropriate number of Learning and Services Credits will be deducted.

In the event that ESRI is unable to conduct the training on the scheduled date, ESRI will make reasonable attempts to notify Licensee at least three (3) business days before the scheduled date. ESRI will either reschedule the training or cancel the order without Licensee 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 of \$110 per transfer, per person. Student substitutions, when a student's place in class is filled by another person from the same organization, is allowed provided that the ESRI Training Event Assistant is notified three (3) business days in advance of class start date.

ARTICLE 12—GENERAL PROVISIONS

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

Non-solicitation of ESRI Personnel. It is hereby mutually agreed that Licensee will not solicit for hire any employee(s) of ESRI's technical staff, who is (are) associated with efforts called for under this effort, for a period of one year thereafter.



Exhibit C
Contract No. 08-41-320
PROFESSIONAL SERVICES ADDENDUM
(E600 10/05)

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-307-3034

ARTICLE 1—DEFINITIONS

All words, phrases, or terms defined in other parts of the Contract shall have the same meaning in this Addendum. The following additional words, phrases, or terms shall have the following meaning:

- i. "Task Order" means a task order issued under this Addendum. (A sample task order form is attached as Attachment A.)
- ii. "Custom Software" means all or any portion of the computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under any Task Order, exclusive of Software.
- iii. "Technical Data" means, without limitation, all technical materials including formula, compilations, software code or programs, methods, techniques, know-how, technical assistance, processes, algorithms, designs, data dictionaries and models, schematics, user documentation, training documentation, specifications, drawings, flowcharts, briefings, test or quality control procedures, or other similar information supplied or disclosed by ESRI under any Task Order.
- iv. "Map Data" means any digital data set(s) including geographic, vector data coordinates, raster, or associated tabular attributes supplied or used in performance of any Task Order.
- v. "Deliverables" means Custom Software, Technical Data, or Map Data specified for delivery or use by Licensee under a Task Order.
- vi. "Supported Software" means the Software identified pursuant to Article 2.

ARTICLE 2—TASK ORDERS, PROJECT SCHEDULE, SUBCONTRACTORS AND LICENSEE'S FACILITIES

ESRI shall provide Deliverables as specified in Task Orders for support of the Software identified therein ("Supported Software").

Unless otherwise provided by ESRI in writing, ESRI's Professional Services Contracts Manager, John Perry, and the County's GIS Director, Mary Jo Horace, is authorized to agree to Task Orders. Neither party is obligated to enter into a Task Order and shall not have any obligation under a Task Order until it is signed by both parties.

Each party shall identify in writing the project manager who is responsible for the Deliverables specified in Task Orders. By written notice, either party may replace the project manager at any time with a similarly qualified person.

ESRI shall complete each Task Order in accordance with the schedule specified in that Task Order.

While performing work on-site, ESRI shall reasonably comply with the rules and regulations provided by Licensee's as it relates to Licensee's facilities. ESRI will flow-down this requirement to those ESRI subcontractors that are (a) named in a Task Order and (b) that perform work on-site at Licensee's facilities. Such rules and regulations shall include, but not be limited to, those regarding computer security and access, professional and ethical standards, safety, and performance of work and conduct on, or security of, Licensee's premises.

Licensee reserves the right to prohibit any person from entering any Licensee facility for any reason. ESRI shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may affect the performance of Task Orders.

ARTICLE 3—LICENSE GRANT

Subject to the terms and conditions set forth in this Contract and effective upon their delivery, ESRI hereby grants to Licensee a nonexclusive, worldwide license in the Deliverables to use, modify, and reproduce the Deliverables in connection with Licensee's authorized use of Supported Software. The grant in the immediately preceding sentence does not apply to Map Data, which Licensee must separately and directly license from the vendor.

ARTICLE 4—PATENTS AND INVENTIONS

During performance of Task Orders, the parties anticipate that inventions, innovations, and improvements ("Inventions") relating to the subject matter of such Task Orders may be conceived solely or jointly by principals, employees, consultants, or independent contractors (hereinafter called "Inventors") of the parties hereto.

The parties agree that, as of the effective date of this Contract, ESRI or its licensors own all intellectual property rights in the Software. During the term of this Contract, Licensee shall promptly notify ESRI if Licensee becomes aware of any known or suspected infringement or violation of these rights.

Each party shall retain title to any Inventions made or conceived solely by its Inventors during the term of this Addendum, including, but not limited to, such Inventions as ESRI's Inventors solely make or conceive while providing technical assistance pursuant to this Addendum. The parties shall jointly own any Invention made or conceived jointly by Inventors from both parties. With respect to such Inventions of Licensee relating to the Software and as additional compensation for the Technical Data access and license provided under this Addendum, 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.

Licensee agrees to disclose promptly to ESRI (i) each Invention relating to the Software and made or conceived by Licensee's Inventors during the term of this Addendum and (ii) of any decision to file a patent application with respect to such Invention and the country or countries in which such application will be filed.

Where only one party has title to an Invention, that party, at its sole discretion, shall have the right, but not the obligation, at its expense to: (i) decide on whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on such Invention; (ii) decide the extent and scope of such protection; and (iii) protect and enforce in any country any patents issued on such Invention.

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.

The acquisition or maintenance of protection shall not be abandoned by a joint owner (the "Assigning Owner") without giving the other joint owner (the "Beneficial Owner") an opportunity to intervene and acquire or maintain protection at the Beneficial Owner's expense. The 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 Beneficial Owner.

All Inventions made by Inventors during performance of tasks and activities defined by Task Orders during the term of this Addendum will be presumed, absent clear and convincing evidence to the contrary, to have resulted from the Inventors' activities under the Task Orders.

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. However, either party may transfer such Inventions to its Affiliates for their internal use only. "Affiliate" shall mean the parent or subsidiary companies of a party or subsidiary companies to a party's parent provided there is more than fifty percent (50%) ownership of the subsidiary by the parent or party.

ARTICLE 5—OWNERSHIP, CONFIDENTIALITY, AND EXPORT CONTROLS

Except as specifically granted in this Addendum and excluding Licensee-owned data, ESRI or its licensors own and retain all right, title, and interest in the Deliverables. This Contract does not transfer ownership rights of any description in the Deliverables to Licensee or any third party.

Unless otherwise agreed in writing, the Deliverables are ESRI confidential and Licensee shall preserve and protect their confidentiality. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Deliverables delivered only in object code, executable code, or formats subject to similar or greater means of access control (collectively, "Secure Formats"). For Deliverables delivered in source code or other human-readable formats, Licensee shall

have met its obligations under this Article if its disclosure of Deliverables is limited to Deliverables in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Deliverables is withheld from such disclosure, and the person or entity in receipt of such Deliverables similarly agrees not to perform such acts or allow others to do so.

Except as provided in the preceding paragraph, Licensee shall not disclose the Deliverables to employees or third parties without the advanced written consent of ESRI. However, Licensee may, without such consent, make such disclosures to employees as are reasonably required for the Licensee's authorized use of the Supported Software, provided that such disclosure is strictly limited to the portions of the Deliverables needed for that purpose.

The disclosures permitted under the preceding paragraph shall not relieve Licensee of its obligation to maintain the Deliverables 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 Deliverables to employees or third parties as permitted in the preceding paragraph, Licensee shall inform such employees or third parties of the obligations in this Article and obtain their agreement to be bound by them.

Licensee shall not have any obligation to protect any part of a Deliverable that it can prove: (i) was in Licensee's possession before receipt from ESRI; (ii) is or becomes a matter of public knowledge through no fault of Licensee; (iii) is rightfully disclosed by a third party without a duty of confidentiality; (iv) is disclosed by ESRI to a third party without a duty of confidentiality; (v) is independently developed by Licensee; or (vi) is required to be disclosed by operation of law.

ARTICLE 6—ACCEPTANCE

A. For Time and Materials Task Orders

Deliverables are provided strictly on a time and materials basis. Therefore, Licensee shall accept Deliverables as promptly as practicable after delivery, and Deliverables shall be deemed accepted thirty (30) days after delivery.

B. For Firm Fixed Price Task Orders

Task Orders shall provide for Deliverable acceptance testing procedures, if applicable. If the County wishes to test a Deliverable in its test environment prior to placing it in its production environments and the applicable Task Order does not set forth an acceptance testing procedure for such Deliverable(s), the parties will follow the acceptance process below. Deliverables for fixed price Task Orders shall be categorized as follows:

- i. "DELIVERABLE ACCEPTED" means a Deliverable conforming to applicable Task Order(s) with no more than minor nonconformities. Licensee shall complete its acceptance review within fifteen (15) working days of receiving each Deliverable.
- ii. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to applicable Task Order(s), but having a significant number of identified nonconformities and accepted subject to rework by ESRI. ESRI shall rework the Deliverable for the identified nonconformities and resubmit it within thirty (30) days. Licensee will rerun its acceptance review for the nonconformities detected in the initial review within fifteen (15) working days of such resubmission and will reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
- iii. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). ESRI shall rework the Deliverable and resubmit it to Licensee within thirty (30) days, at which time Licensee shall have fifteen (15) working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Licensee agrees it shall not use any Deliverable in its business operations before acceptance as described in Subsections B(i) or B(ii). If ESRI does not receive within fifteen (15) working days after delivery written notice that the Deliverable is "ACCEPTED WITH REWORK" or "REJECTED" in accordance with B(ii) or B(iii), or if Licensee uses the Deliverable in its business operations, the Deliverable shall be deemed, as of the first to occur of either of these events, to have been accepted.

ARTICLE 7—RESERVED

ARTICLE 8—RESERVED

ARTICLE 9—REQUIRED CORRECTIONS AND LIMITED WARRANTY

A. Correction of Deliverables and Warranty

1. For Time and Materials Task Orders: Not later than thirty (30) days after acceptance of a Deliverable, Licensee may require ESRI to correct or replace, at ESRI's option, Deliverables that at the time of delivery do not conform with the applicable written specifications included in, or delivered by ESRI pursuant to the corresponding Task Order. The cost of replacement or correction shall be determined under Attachment B to this Addendum.

ESRI shall have no obligation or liability under this Contract to correct Deliverables that were nonconforming at the time of delivery, except as provided in this Subsection A.1.

2. For Firm Fixed Price Task Orders: ESRI warrants that for a period of thirty (30) days after acceptance of a Deliverable that the Deliverable will conform, in a manner consistent with professional and technical standards in the software industry, with the applicable written specifications that are included in, or delivered by ESRI pursuant to, the corresponding Task Order.

B. Disclaimer

1. THE REQUIRED CORRECTIONS AND WARRANTY SET FORTH IN SECTION "A" OF THIS ARTICLE ARE IN LIEU OF, AND THIS CONTRACT EXPRESSLY EXCLUDES, ALL OTHER OBLIGATIONS TO CORRECT OR REPLACE DELIVERABLES AND OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT DELIVERABLES ARE ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; AND (ii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.
2. IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, ESRI DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY LICENSEE OR ESRI, OR THE VENDORS OF EITHER OF THEM. IF SUPPLIED BY ESRI OR ITS VENDORS, ESRI BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET LICENSEE'S NEEDS OR EXPECTATIONS. ESRI IS NOT INVITING RELIANCE ON MAP DATA, AND LICENSEE SHOULD ALWAYS VERIFY ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

ARTICLE 10—LIMITATION OF LIABILITY

A. Disclaimer of Certain Types of Liability

IN NO EVENT SHALL ESRI OR ITS LICENSOR(S) BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT OR USE OF THE DELIVERABLES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

B. General Limitation of Liability

IN NO EVENT WILL ESRI'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT OR USE OF THE DELIVERABLES, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE PROFESSIONAL SERVICES FEE PAID TO ESRI BY LICENSEE.

C. Applicability of Disclaimers and Limitations

Licensee agrees that the limitations of liability and disclaimers set forth in this Contract will apply regardless of whether Licensee has accepted the Deliverables or any other product or service delivered by ESRI.

D. Licensee's Limitation of Liability

Except for Licensee's indemnification obligation under Article 11, High Risk Activities, confidentiality obligations under Article 5, Ownership, Confidentiality and Export Control and breach of the License Grant in Article 3, Licensee shall be not liable for any consequential, exemplary, incidental, indirect, or special damages or costs including, but not limited to, lost profits or loss of goodwill, resulting from any claim or cause of action based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory, even if ESRI has been advised, knew, or should have known of the possibility thereof. Licensee's liability for direct damages shall be limited to the Professional Services fee specified in Section IV of the Contract. In no event shall the Licensee's liability be the aggregate amount of multiple contracts.

ARTICLE 11—HIGH RISK ACTIVITIES

- A. Deliverables are not fault-tolerant and are not designed, manufactured, or intended for use or resale for use for insurance underwriting or with critical health and safety or online control equipment in hazardous environments that require fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, emergency response, terrorism prevention or response, life support, or weapons systems ("High Risk Activities"). ESRI SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

ARTICLE 12—RESERVED

ARTICLE 13—RESTRICTIONS ON HIRING

Licensee shall not solicit for hire any ESRI employee who is associated with efforts called for under this Addendum during the term of this Addendum and for a period of one (1) year thereafter.

ARTICLE 14—RESERVED

ARTICLE 15—RESERVED

ARTICLE 16—RESERVED

ARTICLE 17—RESERVED

ARTICLE 18—RESERVED

ARTICLE 19—RESERVED

ARTICLE 20—BODILY INJURY AND PROPERTY DAMAGE INDEMNITY

Contractor will indemnify and hold harmless Licensee and its affiliates and each of their commissioners and officers, (collectively the "Indemnified Parties") from and against any and all damages, losses, liabilities, claims, judgments and settlements, including all reasonable costs, expenses and attorneys fees, arising out of any action or claim for bodily injury, death or property damage (except for databases not subject to a reasonable backup program) brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by Contractor, its subcontractors or their respective directors, officers, employees or agents, while on Licensee property. This clause shall not apply to any of Contractor's Enterprise License Software, Software, Data, Documentation, Web Services, Work Product or Deliverables.

**ATTACHMENT A
SAMPLE TASK ORDER**

Contract No. _____
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Contract between Environmental Systems Research Institute, Inc. (ESRI), and _____ (Licensee), this Task Order authorizes delivery of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: [As applicable, specifically identify and describe Deliverables including Custom Code, Map Data, and Technical Data (including Technical Assistance), Supported Software, and the resources to be provided by Licensee (including Licensee-supplied personnel, software, hardware, and digital or hard-copy data), and place of delivery and location where technical assistance will be provided.]

In addition to the foregoing, Licensee agrees that its employees, representatives, and subcontractors will cooperate and communicate with ESRI during performance of this Task Order. Without cost to ESRI, Licensee shall provide, allow access to, or assist ESRI in obtaining all data ESRI requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Licensee and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type (FFP or T&M):
3. Total Task Order Value or Not-to-Exceed Value (if time and materials basis):
4. Delivery Schedule or Start/End Date(s) for Each Deliverable:
5. Special Considerations:
6. ESRI Project Manager:
ESRI Senior Contract Administrator:

ACCEPTED AND AGREED:

(Licensee)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(ESRI)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**ATTACHMENT B
TIME AND MATERIALS RATE SCHEDULE**

Effective January 1, 2009

Hourly time and materials labor rates have been provided for each labor category for calendar year 2009. The hourly labor rates for services that are performed after 2009 may be escalated in an amount not to exceed five percent (5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

Principal GIS Consultant/Program Manager

Hourly Rate: \$349/Hour

Staff in this labor category work as Program Directors or Project Advisors providing project vision, strategic consulting, and program management activities for Geographic Information Systems (GIS) and Information Technology (IT) projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geo-spatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definition, application and database design, and system integration consulting. Management activities may include defining program requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. Staff in this labor category work with senior client staff in coordination with ESRI senior management to resolve issues and support successful project completion.

Senior GIS Consultant/Project Manager

Hourly Rate: \$264/Hour

Staff in this labor category work as Project Managers or Project Advisors providing strategic consulting and project management activities for GIS and IT projects. These staff members have market/application domain expertise using extensive experience in GIS and related geo-spatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars, requirements definition, application and database design and system integration consulting. Management activities may include defining project requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These individuals may also design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules.

GIS Consultant/Project Manager

Hourly Rate: \$210/Hour

Staff in this labor category provides day-to-day consulting and management for contracted projects within ESRI. These individuals work under guidance of senior ESRI managers described above and support the design and implementation of project work plans. These staff members may provide consulting services and design and management support to software application development projects and database conversion projects. They may also conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using standard engineering diagramming methodologies, design software and database QA/QC programs, and provide management oversight of daily technical activities. These staff members work with senior consulting and technical staff to design comprehensive work plans that employ standard system methodologies that define project deliverables, milestones and realistic schedules. These individuals work with ESRI administrative staff to ensure that progress and financial reporting are provided according to contract requirements.

Senior GIS System/Software Architect

Hourly Rate: \$272/Hour

Staff in this labor category provides the overall technical vision and system architecture for large, complex systems. They support the application of sound software engineering principles and life-cycle methodologies to programs/projects. This staff is actively involved in systems architecture design, application software design,

database process design, and the directing of coding development, including the supervision of design and code reviews. These staff may serve as the Principal Investigator in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of GIS applications and related information technologies, and they may also provide specific expertise in areas such as web-based software applications, services oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient with ESRI Commercial Off the Shelf (COTS) software products, software and database design methodologies, web, desktop and server software development languages, geospatial data formats, and other technologies.

GIS System/Software Developer

Hourly Rate: \$221/Hour

Staff in this labor category supports the design of technical project specifications for the implementation of application software projects and database development projects. They support the day-to-day technical activities of the project team and ensure that standard system methodologies are employed. They also perform detailed software design and detailed database conversion design, and are directly involved in the coding and implementation of complex and strategic portions of application software and database conversion projects. As a group, these staff members are proficient in ESRI Commercial Off the Shelf (COTS) software products, web, desktop and server software development languages, geospatial data formats and other technologies. These staff members design and develop QA/QC programs and support design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle.

GIS Technical Specialist/Engineer

Hourly Rate: \$171/Hour

Staff in this labor category work collaboratively with software designers to perform software coding and writing software documentation according to design specifications developed by senior technical staff described above. As a group, these staff members are experienced in the coding of software, the creation of digital databases, and in software development associated with ESRI's Commercial Off the Shelf (COTS) software products, web, desktop or server software development languages, geospatial data formats and other technologies. This staff also develops effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

GIS Database Specialist/Analyst

Hourly Rate: \$145/Hour

Staff in this labor category provides database development support in creating cartographic and digital data products. These staff members have expertise that includes the performance of hard copy to digital data conversion tasks, data migration, and translation activities utilizing advanced processing techniques in ArcGIS. These individuals design, develop, and implement efficient production tools and work flows in accordance with approved project plans and design parameters.

Exhibit D
 Contract No. 08-41-320

Sample Invoice Voucher Form 29A



VOUCHER FORM
COOK COUNTY GOVERNMENT

(FORM 29A)

Seller's Invoice Number _____	Seller's Name & Address _____ _____ _____	Date _____	FOR COUNTY USE ONLY
		Req. No. _____	DEPARTMENT _____
		Purchase Order No. _____	ACCOUNT _____
		COST CENTER _____	
Delivered to _____			

F.E.I.N./S.S. # MUST BE PROVIDED IN THE SPACE ABOVE OR VOUCHER WILL BE RETURNED

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT

DEPARTMENT APPROVAL	TOTAL
WE HEREBY CERTIFY THAT THIS INVOICE IS RENDERED IN FULL CONFORMITY WITH THE PURCHASE ORDER OR CONTRACT AND MEETS THE SPECIFICATIONS CONTAINED THEREIN. FEDERAL REGULATIONS ARE ALSO COMPLIED WITH.	I HEREBY CERTIFY THAT I HAVE EXAMINED THE RECEIVING REPORT FROM THE USING DEPARTMENT AND IT AGREES WITH THIS INVOICE AND THAT SATISFACTORY EVIDENCE IS ATTACHED HEREWITH OF RECEIPT OF GOODS AND OR SERVICES.
_____ VENDOR'S SIGNATURE	_____ PURCHASING AGENT
EXAMINED AND APPROVED _____ AUDITOR _____ COMPTROLLER	

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1,2
2	Letter of Intent	EDS 3, 4
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 5, 6
4	Certifications	EDS 7, 8
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 9 - 13
6	Sole Proprietor Signature Page	EDS 14a/b/c
7	Partnership Signature Page	EDS 15/a/b/c
8	Corporation Signature Page	EDS 16a/b/c
9	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Purchasing Agent. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN

Section 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

_____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

_____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs, (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)

_____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

Where goals have not been achieved through Direct Participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission.

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through Direct Participation. However, Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

All Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after bid opening or proposal due date.

**COOK COUNTY LETTER OF INTENT
(Section 2)**

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: _____ / _____

From: _____
(MBE/WBE Firm)

To: _____ and the County of Cook
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. **All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.**

<u>Description of Service/Supply/Project</u>	<u>Fee/Cost</u>
1. _____	\$ _____ %
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
Total:	\$ _____ %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I _____ (print name)

the _____ (title) and duly authorized representative
of the _____ (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be
supplies/performed for the above indicated total dollar amount \$ _____ which represents the
above indicated total percentage _____ % for the contract amount \$ _____.

(Signature of affiant)

_____/_____/_____
(Date)

Subscribed and sworn to before me this _____ day of _____, 20____

(Notary's Signature)

(Notary Seal)

**COOK COUNTY LETTER OF INTENT
FROM BIDDER OR PROPOSER TO COOK COUNTY**

Upon penalty of perjury, _____ (*print name*),

the _____ (*title*) and duly authorized

representative of _____ (*Bidder Proposer firm*),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ _____, which represents the

above indicated total percentage _____% for the contract amount \$ _____.

(Signature of affiant)

_____/_____/_____
(Date)

Subscribed and sworn to before me this _____ day of _____, 20_____.

(Notary's Signature)

(Notary Seal)

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION
(SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.**

1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract **(please explain)**

2) the specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation **(please explain)**

3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid **(please explain)**

4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms **(please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.**

- 1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation **(please attach)**

- 2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business **(please attach)**

- 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services **(please attach)**

- 4) Use the services and assistance of the Office of Contract Compliance Staff **(please explain)**

- 5) Engaged MBEs & WBEs for indirect participation **(please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

EXHIBIT I CONTRACTOR'S MBE/WBE EFFORTS DOCUMENTATION

CONTRACTOR HEREBY STATES that all MBE/WBE firms identified herein are certified MBEs/WBEs by at least one of the following entities: Cook County, City of Chicago, CTA, PACE, Metra, IDOT, WBDC, SBA or have a completed application for MBE/WBE certification on file with the Office of Contract Compliance.

I. CONTRACTOR'S MBE/WBE STATUS: (check the appropriate line)

Contractor is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

Contractor is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, Letters of Certification, completed Joint Venture Affidavit clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture) (Joint Venture Affidavit available from the Office of Contract Compliance.)

Contractor is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Section II and III).

II. Direct Participation of MBE/WBE Firms

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

- Name of MBE/WBE: Pro-West & Associates, Inc.
Address: 8239 State 371 NW; Walker MN 56484
Contact Person: Annette Theroux Phone: 218-547-3374
Dollar Amount of Participation \$ 105,000.00
Percent Amount of Participation: 35% %
Letter(s) of Intent attached? Yes No
Letter(s) of Certification attached? Yes No

III. Indirect Participation of MBE/WBE Firms

- Name of MBE/WBE: NOT APPLICABLE
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Indirect Participation: \$ _____
Percent Amount of Indirect Participation: _____ %
Letter(s) of Intent/Invoices attached? Yes _____ No _____
Letter(s) of Certification attached? Yes _____ No _____

Attach additional sheets as needed to fully document MBE/WBE participation.

COOK COUNTY LETTER OF INTENT

Section 2

MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: ELA / 08-41-320/2008ELA5272

From: Pro-West & Associates, Inc. (MBE/WBE Firm)

To: Environmental Systems Research Institute and the County of Cook (Bidder/Proposer Firm)

The undersigned is prepared to provide the following services, supplies and projects in connection with the above named contract:

Each service performed and /or item supplied will be detailed under Description of Service/Supply/Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. All services performed and/or supplies provided must be directly and/or indirectly related to this specific Cook County contract and must not include any services/supplies/projects related to any other government contract.

Table with 3 columns: Description of Service/Supply/Project, Fee/Cost, and percentage. Row 1: GIS Data Conversion & Application Development, \$ 105,000, 35%. Total: \$ 105,000, 35%.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply/Project and Fee/Cost were completed by the MBE/WBE.

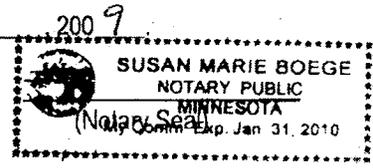
Upon Penalty of Perjury, I Annette M. Theroux (print name) the President & CEO (title) and duly authorized representative of the Pro-West & Associates, Inc. (MBE/WBE firm) affirm that

the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/ performed for the above indicated total dollar amount \$ 105,000 which represents the above indicated total percentage 35 % for the contract amount \$ 300,000

(Signature of Affiant) Annette M. Theroux

(Date) 07/29/2009

Subscribed and sworn to before me this 29th day of July (Notary's Signature) Susan Marie Boege



Upon Penalty of Perjury, I Laura Dangermond (print name)

the Vice President (title) and duly authorized

representative of the Environmental Systems Research Institute, Inc. (Bidder/Proposer firm)

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will

be supplied/performed for the above indicated total dollar amount \$105,000 which represents the above

indicated total percentage 35 % for the contract amount \$ 300,000

Laura Dangermond
(Signature of affiant)

5th/AUG/2009
(Date)

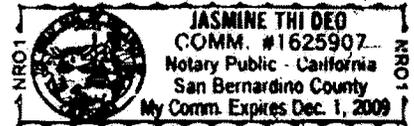
Subscribed and sworn to before me this 5th day of August, 2009

Jasmine Thi Deo
(Notary's Signature)

(Notary Seal)

State of California, County of San Bernardino
Subscribed and sworn to (or affirmed) before me
on this 5th day of August, 2009.
by Laura Dangermond
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature: Jasmine Thi Deo



THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

EARLEAN COLUNS
ROBERT STEELE
JERRY BUTLER
WILLIAM M. BEAVERS
DEBORAH SIMS
JOAN PATRICIA MURPHY
JOSEPH MARID MORENO
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1st Dist.	PETER N. SILVESTRI	9th Dist.
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3rd Dist.	JOHN P. DALEY	11th Dist.
4th Dist.	FORREST CLAYPOOL	12th Dist.
5th Dist.	LARRY SUFFREDIN	13th Dist.
6th Dist.	GREGG GOSLIN	14th Dist.
7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
8th Dist.	ANTHONY J. PERAICA	16th Dist.
	ELIZABETH ANN DOODY GORMAN	17th Dist.



July 22, 2009

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

Ms. Nannette Theoroux, President
Pro-West & Associates, Inc.
8239 State 371 NW
Walker, MN 56484

Annual Certification Expires: September 7, 2010

Dear Ms. Theoroux:

Congratulations on your continued eligibility for Certification as a WBE by Cook County Government. This WBE Certification is valid until September 7, 2011; however your firm must be revalidated annually. Your firm's next annual validation is required by September 7, 2010.

As a condition of continued Certification during this three (3) year period, you must file a **"No Change Affidavit"** within **sixty (60) business days** prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as an WBE vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Geographic Information Systems Consulting

Your firm's participation on Cook County contracts will be credited toward WBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward WBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry
Director
BHP/gb



Printed on Recycled Paper

**CERTIFICATIONS
(SECTION 4)**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act, Act. 15 U.S.C. Section 1 et seq.;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act, 15 U.S.C. Section 1, et seq.;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 88-1459 (30 ILCS 590/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United States Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificates; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege: Enterprise License Agreement \$2,550,000
County Department: Department of GIS, Cook County Bureau of Technology

Applicant Information:

Last name: _____ First Name: _____ MI: _____
SS# (Last Four Digits): _____
Street Address: _____
City: _____ State: _____ Zip: _____
Home Phone: (____) _____ - _____ Drivers License No: _____

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- A. The Applicant has no judicially or administratively ordered child support obligations.
 B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
 C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
 D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: Jack Sangermond, President Date: August 18, 2009

Subscribed and sworn to before me this _____ day of _____, 2009

X _____
Notary Public Signature Notary Seal

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this

18th day of August, 2009, by

(1) Jack Dangermond
Name of Signer

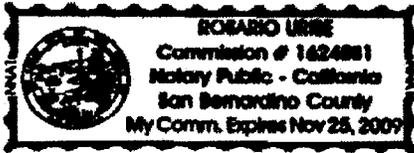
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Rosario Uribe
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Cook County Affidavit

Document Date: 8/18/09 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Environmental Systems Research Institute, Inc. D/B/A: ESRI EIN NO.: 95-2775732

Street Address: 380 New York Street

City: Redlands State: California Zip Code: 92373-8118

Phone No.: 909-793-2853

Form of Legal Entity:

- Sole Proprietor Partnership Corporation Trustee of Land Trust
- Business Trust Estate Association Joint Venture
- Other (describe) _____

***Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
------	---------	-----------------------------------------

* "The Jack and Laura Dangermond Trust, October 7, 2000" owns 100% of the outstanding voting, equity securities of Environmental Systems Research Institute, Inc., and Jack and Laura Dangermond are the sole trustees.

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
-----------------------	-------------------	---------------------

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
------	---------	-----------------------------------	--------------

Declaration (check the applicable box):

I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Jack Dangermond

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

info@esri.com

E-mail address

President

Title

August 18, 2009

Date

909-793-2853

Phone Number

Subscribed to and sworn before me this _____ day of _____, 2009

My commission expires:

X

Notary Public Signature

Notary Seal

04.09

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

 Signature of Document Signer No. 1

 Signature of Document Signer No. 2 (if any)

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this

18th day of August, 20 09, by

(1) Jack Dangermond
Name of Signer

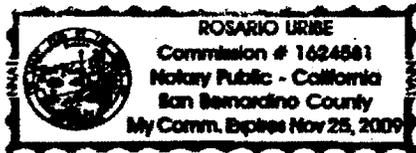
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Rosario Uribe
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Ownership Interest Declaration

Document Date: 8/18/09 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (# any)

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this

18th day of August, 20 09 by

(1) Jack Dangermond
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (,) (,)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Rosario Uribe
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Sig by a Corporation

Document Date: 8/18/09 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITICAL AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Todd A. Shroy

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Carmen K. Tricke-Cobrin

COOK COUNTY PURCHASING AGENT

John R. Bravender

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 22nd DAY OF July, 2008.

IN THE CASE OF A ~~BID~~ PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING ~~BID~~ PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

08-41-300

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 2,550,000⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

[Signature]

5-19-09

SEP 01 2009

COM _____