

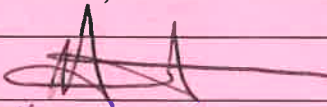

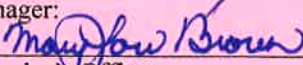
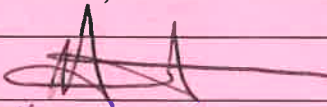

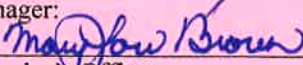
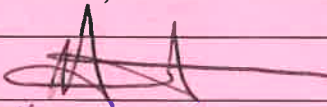

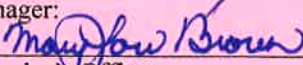
# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19317

Sponsor(s): Dennis Waits

Date: November 28, 2016

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting the Authorization of a Contract for Consulting Services for the Information Technology Department from ERSI of Redlands, California, as a Sole Source purchase.</u></p>													
<p>BUDGET INFORMATION  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="318 510 1403 674"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:  <input checked="" type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:                  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):                  Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:			
Amount authorized by this legislation this fiscal year:														
Amount previously authorized this fiscal year:														
Total amount authorized after this legislative action:														
Amount budgeted for this item * (including transfers):														
Source of funding (name of fund) and account code number:														
PRIOR LEGISLATION	<p>Prior ordinances and (date):                  Prior resolutions and (date): 19090 - 2/29/16</p>													
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>													
REQUEST SUMMARY	<p>The Information Technology Department purchased Maintenance and Training Services from ERSI as a Sole Source in 2016. These services were not utilized and ERSI has issued a credit to the County. The Information Technology Department would like to use the credit for Consulting and Training Services from ERSI that would support the upgrade of the County's ArcGIS Server. The update of the ArcGIS Server will provide additional stability of the software platform utilized by various County Departments, Citizens and Outside Agencies in viewing our County maps.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of Consulting Services from ERSI as a Sole Source. ERSI is the developer of the software and would be considered a Sole Source.</p> <p>Information Technology will use credits from the vendor and the Consulting and Training Services would be no cost to the County.</p>													
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A</p>													
ATTACHMENTS	<p>Memorandum from Michael Erickson, Director of Information Technology Department and ERSI's proposed contract.</p>													
REVIEW	<table border="1" data-bbox="298 1686 1533 1929"> <tr> <td>Department Director:</td> <td></td> <td>Date: 11/16/2016</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td> <td>N/A </td> <td>Date: 11/16/16</td> </tr> <tr> <td>Division Manager:</td> <td></td> <td>Date: 11/22/16</td> </tr> <tr> <td>County Counselor's Office:</td> <td></td> <td>Date:</td> </tr> </table>		Department Director:		Date: 11/16/2016	Finance (Budget Approval): <i>If applicable</i>	N/A 	Date: 11/16/16	Division Manager:		Date: 11/22/16	County Counselor's Office:		Date:
Department Director:		Date: 11/16/2016												
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Division Manager:		Date: 11/22/16												
County Counselor's Office:		Date:												

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



Department of  
INFORMATION TECHNOLOGY

Jackson County, Missouri – 415 E. 12<sup>th</sup> Street, Room G-8, Kansas City, MO 64106  
816-881-3151-Phone 816-881-3949-Fax

MEMORANDUM

TO: BARBARA CASAMENTO, PURCHASING SUPERVISOR

FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS *ME*

DATE: OCTOBER 31, 2016

SUBJECT: TWO CREDITS FROM ESRI TOTALING \$13,039.64

PLEASE GENERATE AN RLA TO REQUEST APPROVAL TO USE THE \$13,039.64 CREDIT FROM PREVIOUS SERVICES PAID TO ESRI TOWARD PREVIOUS SERVICES TO UPGRADE TO OUR CURRENT GIS/ESRI PLATFORM.

THE FIRST PART OF THE CREDIT CAME FROM PO-1305-32743 FOR \$48,089.34. ITEM 15010 WAS BILLED AT \$10,100 FOR THE ARCGIS ONLINE LEVEL 2 PLAN. IT INCLUDED UP TO 50 NAMED USERS AND 10,000 SERVICE CREDITS. WE ONLY USED \$270.36 OF THIS PLAN AND WE RECEIVED A CREDIT FOR **\$9,829.64** (ESRI CREDIT MEMO 95116939). THIS WAS PART OF ANNUAL MAINTENANCE AND NOT ON A CONTRACT.

THE SECOND PART OF THE CREDIT IS FROM RD1047078 000. IT WAS FOR TWO PEOPLE TO GO TO ARCGIS 2, ESSENTIALS WORKFLOWS AT ESRI, CLASS CODE 127782. THE CLASS SESSION WAS \$1,605 PER PERSON FOR A TOTAL OF **\$3,210**. WE DID NOT SEND ANYONE TO THIS CLASS SO ESRI GAVE US A CREDIT FOR THIS AMOUNT ALSO. THIS WAS PART OF TRAINING AND NOT ON A CONTRACT. WE WOULD LIKE TO APPLY THIS AMOUNT TOWARD UPGRADING OUR CURRENT GIS/ESRI PLATFORM. THIS WOULD BE AT NO ADDITIONAL COST TO JACKSON COUNTY.

THE \$13,039.64 IN SERVICES THAT WE WOULD LIKE APPROVED ARE ON ARCGIS SERVER SUPPORT ESRI QUOTE NUMBER P16-18245 (ATTACHED).

# ArcGIS Server Support

**Prepared for:**

Gary Goold, GIS Manager  
County of Jackson, MO  
415 E 12<sup>th</sup> Street  
Kansas City, MO 64106

**November 1, 2016**

**Esri Quote Number: P16-18245**



380 New York Street  
Redlands, California 92373-8100 USA  
T 909 793 2853



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## Introduction:

County of Jackson Missouri (Jackson) has requested Environmental Systems Research Institute, Inc. (Esri) Professional Services to provide consulting services for support to upgrade their ArcGIS Server environment from 10.2 to 10.4. The quote below describes the scope of services, schedule, pricing, terms and conditions, and purchasing instructions.

## Scope of Services:

### ArcGIS Server Support

Esri will provide up to 40 hours of consulting services to assist Jackson with upgrading their ArcGIS Server environment to 10.4. It is anticipated that consulting services will include supporting the following topics:

- Setup and configuration of ArcGIS Server and Portal for ArcGIS on up to 4 customer provided servers
- Configuring supported user authentication systems to work with Portal for ArcGIS
- Federating one or more existing ArcGIS Server sites with Portal for ArcGIS
- Configuring one existing ArcGIS Server site as the hosting server for Portal for ArcGIS
- Creating and working with services
- Administration and diagnostics
- Data sources, versioning and replication
- Caching benefits and workflows
- Performance and scalability considerations
- Enterprise GIS resource overview

Esri anticipates that 1 consultant will support this activity for up to 4 consecutive business days on-site at Jackson's facilities in Kansas City, MO. The Esri consultant will work with direction from Jackson's technical staff and management. Following the on-site visit, remaining hours can be used for remote, ad-hoc services via telephone, e-mail, and/or webcast.

### *Esri Responsibilities*

- Provide up to 40 hours of consulting services as described above.

### *Jackson Responsibilities*

- Communicate consulting needs and priorities to the Esri consultant.
- Provide the appropriate Jackson staff members to work with the Esri consultant.
- Provide the Esri consultant with access to Jackson's data and system environment, as necessary.
- Install operating system and database software on the server(s) according to system requirements prior to the Esri consultant arriving on-site.

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**Assumptions**

- On-site consulting time is based on an estimate of up to 8 hours per day.

**Schedule:**

The schedule will be mutually agreed upon between Jackson and Esri within 10 days after contract award.

**Pricing:**

The pricing provided below has been estimated based upon an anticipated award of a Time-and-Materials (T&M) contract. The required labor hours, including preparation and travel time, and other burdened direct cost items (ODCs) have been estimated based upon prior experience with work of a similar nature. The total not-to-exceed (NTE) price for the quoted Scope of Services is \$13,039.64.

This quote is valid for a period of 90 days from the submittal date above. This price is exclusive of any applicable federal, state and/or local taxes for which Jackson will remain responsible.

Esri anticipates using staff from the GIS System/Software Developer (S2) labor category. Depending on the level of expertise required to perform certain activities during this engagement, Esri may be required to utilize other Esri staff members with a different skill-set and labor category.

The following table shows the proposed NTE pricing for this work by Activity.

**Price by Activity**

Activity Description	Estimated Labor (\$)	Estimated Travel Expenses (\$)	Price
1 – ArcGIS Server Support	\$11,360	\$1,679.64	\$13,039.64
<b>Total Not-to-Exceed (NTE) Price:</b>			<b>\$13,039.64</b>

**Special Considerations:**

Jackson County authorizes Esri to use all available and unused credits on file from a prior training and upgrade order from the account listed below towards this Scope of Services.

Account No.	Customer	Amounts
268488	Jackson County, MO	
	Total Credits Available:	\$13,039.64
	Scope of Services Quote Amount:	\$13,039.64
<b>Adjusted Total Not-to-Exceed (NTE) Price:</b>		<b>\$0</b>

*\*Note – quoted price excludes any tax that may be applicable. In the event, applicable tax is due, Esri will provide notification to the Customer.*

T&M consulting services will be conducted under the following conditions:

- In the event Esri completes the Scope of Services for less than the NTE budget, Jackson will only be invoiced for the actual hours expended plus ODCs.

- 
- In the event Esri reaches the NTE budget limit before the Scope of Services is completed, Jackson will have the option to either (a) increase the contract funding in order to allow the work to continue; or (b) instruct Esri to stop work. If Jackson chooses to stop work, Esri will do so without liability.
  - Esri reserves the right to reallocate the project funding between Scope of Services activities and/or ODCs, as necessary to facilitate the work effort, provided the overall contract price is not exceeded.

All work will be accomplished in accordance with the Scope of Services with the deliverable being consulting time. If additional work is requested by Jackson in writing beyond the scope of this quote, Esri will provide an updated quote. Esri will perform and invoice Services on a time and materials basis using the labor categories and rates specified for the performance period. Labor, including travel time, will be invoiced on a monthly basis for actual hours expended during the previous month. Meals will be invoiced on a “per diem” basis in accordance with the full daily limits stated in the most current Federal Travel Regulations. Other direct costs (ODCs), including travel-related expenses and meal per diem, will include a fifteen percent (15%) burden. Invoice(s) will show charges applied against the credit on file.

### **Terms and Conditions:**

By purchasing these services, the customer agrees to the modified **Implementation Services Time and Materials Agreement G363B(M) No. 313865**, which is attached and incorporated herein by this reference.

### **Purchasing:**

To order these services as quoted, please email the following item to Brad Rupert at [brupert@esri.com](mailto:brupert@esri.com).

- A copy of this quote, and the attached Implementation Services Agreement No. 313865, signed by an authorized member of Jackson County.

When we receive these completed documents, Esri will contact you to discuss staff assignment and schedule. We look forward to supporting you.

### **Contact:**

Brad Rupert  
Professional Services  
880 Blue Gentian Road, Suite 200  
St. Paul, MN 55121  
651-454-0600 x8331  
[brupert@esri.com](mailto:brupert@esri.com)  
[www.esri.com](http://www.esri.com)





## TIME AND MATERIALS RATE SCHEDULE

*Effective January 1, 2017*

Hourly time and materials labor rates have been provided for each labor category for calendar year 2017. The hourly labor rates for services that are performed after 2017 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.

### **GIS Technical Specialist/Engineer (S1)**

**Hourly Rate: \$219**

Staff members in this labor category work collaboratively with software designers to perform software coding and the writing of software documentation according to design specifications developed by senior technical staff described below. As a group, these staff members are experienced in the coding of software and the creation of digital databases, as well as 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. These individuals also develop effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

### **GIS System/Software Developer (S2)**

**Hourly Rate: \$284**

Staff members in this labor category support 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 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.

### **Senior GIS System/Software Architect (S3)**

**Hourly Rate: \$348**

Staff members in this labor category provide 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. These individuals are 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 members may serve as principal investigators in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of geographic information system (GIS) applications and related information technologies and may also provide specific expertise in areas such as web-based software applications, service-oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient in Esri COTS software products; software and database design methodologies; web, desktop, and server software development languages; geospatial data formats; and other technologies.



**GIS Consultant/Project Manager (M1)****Hourly Rate: \$266**

Staff members in this labor category provide day-to-day consulting and management for contracted projects within Esri. These individuals work under the guidance of senior Esri managers described herein 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 is provided according to contract requirements.

**Senior GIS Consultant/Project Manager (M2)****Hourly Rate: \$335**

Staff members in this labor category work as project managers or project advisers, providing strategic consulting and project management activities for GIS and information technology (IT) projects. These staff members have market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars development, requirements definition, application and database design, and system integration. 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.

**Principal GIS Consultant/Program Manager (M3)****Hourly Rate: \$442**

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and IT projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definitions, application and database design, and system integration. 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 members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support successful project completion.

**GIS Database Specialist/Analyst (DB)****Hourly Rate: \$185**

Staff members in this labor category provide 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 workflows in accordance with approved project plans and design parameters.

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**IMPLEMENTATION SERVICES  
TIME AND MATERIALS AGREEMENT NO. 313865**

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

## 1. DEFINITIONS

"Commercial Off-the-Shelf Software" or "COTS Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.

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

"Services" means consulting support being performed by Esri on a time and materials basis in exchange for compensation from Customer.

"Services Output" means any work product produced by Esri as a result of Services provided under this Agreement. Services Output can include, but is not limited to, reports, training materials, and custom software code.

## 2. OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Agreement, Esri owns and retains all rights, title, and interest in Services Output. Subject to the terms and conditions in this Agreement, Esri grants to Customer a nonexclusive, royalty-free, worldwide license to use, modify, and/or reproduce Services Output in connection with Customer's authorized use of Esri's COTS Software.

## 3. PATENTS AND INVENTIONS

Esri and Customer will retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors ("Inventors") during the term of this Agreement. Esri and Customer will jointly own any Inventions made or conceived jointly by Inventors from both parties. Where Inventions are jointly owned, each joint owner will share equally the costs of acquiring protection for the Inventions and furnish the other joint owner with assistance reasonably required for acquiring protection. Neither Esri nor Customer may license, transfer, or sell its interest in jointly owned Inventions without the written consent of the other party, which will not be unreasonably withheld.

## 4. COMPENSATION

Esri will perform and invoice Services on a time and materials basis using the labor categories and rates specified for the performance period. Labor, including travel time, will be invoiced on a monthly basis for actual hours expended during the previous month. Meals will be invoiced on a "per diem" basis in accordance with the full daily limits stated in the most current Federal Travel Regulations. Other direct costs (ODCs), including travel-related expenses and meal per diem, will include a fifteen percent (15%) burden. Esri's payment terms are net thirty (30) days. If Customer's credit history has not been established, Esri reserves the right to require full or partial prepayment.

Esri may reallocate authorized funding between contracted activities, labor categories, and ODCs as necessary to facilitate the work requirements, provided the overall authorized funding is not exceeded. In the event that Esri reaches the not-to-exceed funding limit, Customer may increase the order funding to allow additional work to be performed, or direct Esri to stop work without further obligation or liability. If Services are required beyond the period of performance stated in the original proposal or resultant order, Esri reserves the right to escalate labor rates up to five percent (5%) per calendar year.

## 5. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

Esri warrants for a period of ninety (90) days from the date of performance that Services will substantially conform to the professional and technical standards of the software industry. If Services do not substantially conform to these standards, Customer may require Esri to reperform Services at no additional cost to Customer. Services Output is provided as is without warranty of any kind.

**Disclaimer of Warranties.** With the exception of the limited warranty set forth in this Article, Esri disclaims and this Agreement expressly excludes all other warranties, express or implied, oral or written, including, without limitation, any and all warranties of merchantability or fitness for a particular purpose.

**In addition to and without limiting the preceding paragraph, Esri does not warrant in any way Map Data. Map Data may not be free of nonconformities, defects, errors, or omissions; be available without interruption; be corrected if errors are discovered; or meet Customer's needs or expectations. Customer should not rely on any Map Data unless Customer has verified Map Data against actual data from documents of record, field measurement, or observation.**

## 6. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

**In no event will Esri be liable to Customer for procurement of substitute goods or services; lost profits; lost sales; business expenditures; investments; business commitments; loss of goodwill; or any indirect, special, exemplary, consequential, or incidental damages arising out of or related to this Agreement, however caused or under any theory of liability, even if Esri has been advised of the possibility of such damages.**

**Esri's total cumulative liability under this Agreement, from all causes of action of any kind, will in no event exceed the amount actually paid by Customer for Services under this Agreement from which the liability directly arose.**

## 7. CONFIDENTIALITY

To the extent authorized by the Missouri Open Records Act, Services Output is Esri confidential information, and Customer must preserve and protect the confidentiality of Services Output. Customer agrees not to reverse engineer or decompile custom software delivered in object code, executable code, or similar

formats (collectively, "Secure Formats"). For custom software delivered in source code or other human-readable formats, Customer will have met its obligations under this provision if its disclosure of custom software is limited to custom software in Secure Formats, provided that the means for reverse engineering, decompiling, or disassembling the custom software is withheld from such disclosure, and the person or entity in receipt of the custom software similarly agrees not to perform the prohibited acts described above or allow others to do so.

Except as provided in the preceding paragraph, Customer will not disclose Services Output to third parties without the advance written consent of Esri. Customer may make disclosures to Customer's employees to the extent reasonably required to allow Customer to use Services Output in a manner authorized under the applicable software licenses. Customer must comply with Article 8 in making any permitted disclosures. Before disclosing all or any portion of Services Output to employees or third parties as permitted in the preceding sentence, Customer will inform its employees or third parties of the obligations in this Agreement and obtain their agreement to be bound by them.

**8. EXPORT CONTROLS**

Customer must comply with all applicable laws and regulations of the United States including, without limitation, its export control laws. Customer expressly acknowledges and agrees not to export, reexport, transfer, or release Services Output, in whole or in part, to (i) any US embargoed country (including to a resident of any US embargoed country); (ii) any person or entity on the US Treasury Department's List of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Lists of Parties of Concern; or (iv) any person or entity where such export, reexport, or provision violates any US export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to US export laws.

**9. GENERAL PROVISIONS**

**9.1 Nonsolicitation.** Neither party will directly solicit for hire any employee of the other party who is associated with Services called for under this Agreement during, and for a period of one (1) year after, project completion. In the event this provision is breached, liquidated damages equal to twelve (12) months of the employee's compensation, plus any legal expenses associated with the enforcement of this provision, will be paid by the breaching party to the aggrieved party. The foregoing will in no way restrict the parties from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

**9.2 Taxes.** Services are quoted exclusive of all state, local, value-added, or other taxes; customs; duties; or other charges (other than income taxes payable by Esri). In the event such taxes and/or charges become applicable to Esri's Services or Services Output, Customer will pay the applicable tax upon receipt of written notice that it is due.

**9.3 UCC Inapplicability.** Services provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of UCC.

**9.4 Order of Precedence.** These terms and conditions will take precedence over any Customer terms and conditions included in Customer ordering or authorizing documents, such as purchase orders. Any additional terms or conditions in Customer ordering or authorizing documents will be void and may be incorporated into this Agreement only by written amendment signed by both parties.

**9.5 Equitable Relief.** Customer agrees that any breach of this Agreement by Customer may cause Esri irreparable damage. In the event of a breach, in addition to any and all remedies at law, Esri will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms without the requirement of posting a bond or undertaking or proving injury as a condition of relief.

**9.6 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California without reference to its conflict of laws principles.

**9.7 Electronic Signatures.** The parties agree that this Agreement and any modifications may be executed by electronic means and will be legally binding upon the parties and admissible in court as the legal equivalent of a written manual signature. An executed Agreement will constitute a duplicate if it is transmitted through electronic means, such as, but not limited to, fax, e-mail, FTP transfer, or multimedia message, and reflect the signing of the document by any party. Duplicates will be valid and binding even if an original paper document bearing the original signature is not delivered.

**9.8 Entire Agreement.** This Agreement is the sole and entire agreement of the parties for Services and supersedes any previous agreements, understandings, and arrangements between the parties relating to the subject matter. The undersigned acknowledges and represents that he/she has read and understands this Agreement and has the authority to bind his/her organization to these terms and conditions.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Q. Troy Thomas, Chief Financial Officer

Phone: \_\_\_\_\_

Organization ("Customer"): JACKSON COUNTY, MISSOURI

Address: 415 E. 12<sup>TH</sup> STREET

City: KANSAS CITY

State: MISSOURI

ZIP Code: 64106

Incorporating by reference Esri Proposal Number P16-18245 Dated 10/25/2016

Customer Account No. 268488, Credit on file: \$13,039.64

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Clerk of the County Legislature