

April 30, 2009

To: Dee F. Bruemmer, County Administrator
From: Ray Weiser, GIS Coordinator
Re: 2009 ArcServer Training

The Scott County GIS parcel conversion project has now reached the point where we will soon maintain and use GIS parcel data in-house, beginning with the first areas that were mapped and incorporating additional areas as they are completed.

Server based GIS software required to support this process has been purchased and installed, however staff need training to effectively maintain and distribute the GIS data, develop links to the other major real estate databases, and build the web services and applications that are required.

We have researched available courses and training options and have concluded that the three-day course, "ArcGIS Server 9.3 Web Administration Using the Microsoft .NET Framework" will provide the necessary information and skills that our staff require. We believe that it is more cost effective to host the training (have ESRI instructors come to Scott County) rather than send multiple staff to remote training centers across the Midwest. See cost comparison below.

- Instructor-Led Course at Scott County: \$12,600
- IT staff individually: 8 @ \$1,470 each = \$11,760 + travel expenses

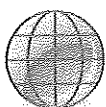
The ArcServer class can accommodate up to twelve students. We propose to offer unused seats to external organizations (e.g., Muscatine County, City of Moline, etc.) to further reduce our overall training costs.

I respectfully recommend approval of the ESRI ArcGIS Server course in the amount of \$12,600 for GIS training services.

Sincerely,

Ray Weiser
Scott County GIS Coordinator

Encl: ESRI Quote, Resolution





Quotation # 20343714

Date: March 24, 2009

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
ESRI, Inc.
8700 State Line Rd STE 315
Leawood, KS 66206-1569
Phone: (909) 793-2853 Fax: (913) 341-9410
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 239115 Contract #
COUNTY OF SCOTT
INFORMATION TECHNOLOGY DEPT
600 W 4TH ST
DAVENPORT, IA 52801

ATTENTION: Ray Weiser
PHONE: (563) 328-4137
FAX:

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 03/24/2009 To: 06/22/2009

Material	Qty	Description	Unit Price	Total
115158	1	ArcGIS Server 9.3 Web Administration Using the Microsoft .NET Framework with Classroom Setup Support at Client Site 3 Days per Class Instructor Led Training	12,600.00	12,600.00
			Item Total:	12,600.00
			Subtotal:	12,600.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$12,600.00

This pricing includes training for up to 12 students. Additional students (up to a total of 15 students) can be included in the training for an additional cost. Cost per additional student = \$300/day.

- Client Site pricing includes a mobile lab for 12 students. ESRI will either provide laptops or a external hard drives with virtual machine technology to be used with your sites training PCs if necessary.

- ESRI will teach the identified instructor led classes listed on this quote, or courses of equal value, at a local facility.

- The class dates TBD, based on instructor availability. After submitting your purchase order, please allow approx. 6 weeks for scheduling an instructor and/or mobile lab.

Please review the "Terms and Conditions" attached to this quotation. Upon the approval of these terms, sign and return these conditions with a PO to the learning center for processing. Fax these items to the learning center at 909-793-4801, attn: Amy LaVallo. To place the order by credit card you may call 909-793-2853 x1-1173.

Quoted By: Stacey Priest, (909) 793-2853 x5554 Email: spriest@esri.com	Account Manager: Stacey Priest Email: spriest@esri.com
Acceptance of this quotation is limited to the ESRI License Agreement and the Quotation Terms and Conditions This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.	
If sending remittance, please address to: ESRI, File No. 54630, Los Angeles, Ca 90074-4630	



TRAINING TERMS AND CONDITIONS

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

Whereas, the Client wishes to arrange for training of its employees, the following terms shall be followed as applicable:

I. SCOPE

ESRI agrees to conduct training courses pursuant to the terms contained herein. Training may be conducted at Client's site or at an ESRI learning center.

Course Description: The ESRI Software training course(s) to be conducted, the location, the dates during which the course(s) is 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>). Client Site pricing and schedule information are available on request. All courses shall be conducted in substantial conformity with course descriptions outlined on the ESRI training Web site (<http://training.esri.com>). ESRI reserves the right to modify course content when necessary due to Software technical capabilities or limitations.

ESRI's Responsibilities:

- ESRI shall provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants. ESRI will provide each student with a course manual.
- ESRI's Training Event Assistant, through whom all course(s), dates, and locations shall be confirmed, can be reached via the contact information as listed in the 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.
- Client Site classes are confirmed by the Training Event Assistant upon receipt of payment/order information and completed Client Site Training Request Form.

Client's Responsibilities:

- Client must ensure that ESRI copyrights are observed and that neither Client nor any third party copies or distributes any training materials provided for training purposes.
- Client is not authorized to resell ESRI training seats, unless explicitly authorized by ESRI in writing.
- Client 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.
- Client 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 Client'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.
- Client 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.

IIA. UNIQUE LEARNING CENTER TERMS

Where courses are to be conducted at an ESRI learning center, the following apply:

- Seating is limited in some classes. Registrations are always processed, using a standard student registration application, on a first-come, first-served basis. Waiting lists are used when necessary. Class schedules and registration applications are attached to every course catalog and are available on the Web at <http://training.esri.com>. Registrations must be submitted in advance and require a payment commitment within seven (7) business days of the class start date.
- Sales tax will be charged where applicable. Some states have enacted an E-Procurement fee for state government customers. ESRI may also add the E-Procurement fee to the cost of training classes where applicable.

IIB. UNIQUE CLIENT SITE TERMS

Client's Responsibilities: Where courses are to be conducted at Client's facilities, Client shall provide physical training facilities that meet the following minimum requirements or modifications as mutually agreed to by both parties:

- Client shall, where possible, provide a one (1)-room facility, sufficient for a training course for up to twelve (12) persons (or such other number as may be agreed to by ESRI's Training Event Assistant). The facility shall have appropriate climate control and lighting as well as sufficient power and number of outlets to accommodate the required number of computers and other equipment to be used.
- Where the ESRI Mobile Lab is utilized for a scheduled class:
 - Client shall be responsible for any and all loss, damage, or theft to the Mobile Lab while in Client's possession. Client should immediately report any damage or missing items, upon receipt, to the Training Event Assistant.
 - Client shall keep the Mobile Lab equipment in a secure, locked area between class sessions.
 - Client shall sign release form at completion of course that outlines status of Mobile Lab and makes the Mobile Lab equipment available for freight pickup immediately on conclusion of the ESRI course(s).
 - Client shall ensure no one except registered students uses the Mobile Lab equipment.
 - Client warrants that it shall maintain sufficient insurance coverage to enable it to meet its obligations created by this agreement and by law.
- Where the ESRI Mobile Lab is not utilized for a scheduled class:
 - Client 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 Client computer hardware or software where ESRI has provided telephone support to Client for its computer hardware configuration for the scheduled class.
- Client 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 Client.
- Client shall be responsible for providing one (1) high-resolution PC projector and screen as well as one (1) large writing board. Where Client cannot make a PC projector available, it must contact the Training Event Assistant no fewer than ten (10) business days prior to start date.
- Client 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.
- Client 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. Thereafter, Client shall issue payment no less than four (4) weeks prior to the start of the course.

III. SOFTWARE LICENSES

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

IV. EXPORT CONTROL REGULATIONS

ESRI's technology is subject to U.S. export control laws and regulations—ESRI's Software, Data, Documentation, training materials, and any underlying information or technology may not be exported, reexported, or provided in whole or in part to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control law or regulation.

V. CANCELLATION AND RESCHEDULING POLICY

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

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

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

VI. PAYMENT

Clients within the United States:

- Credit cards are accepted when training is ordered online.
- A purchase order or government requisition is accepted when ordered online or by fax.
 - Purchase orders for less than eight hundred dollars (\$800) are accepted only from United States federal, state, and local government agencies; United States educational institutions; and Fortune 500 companies.
 - Where payment is made in the form of a purchase order, ESRI shall invoice Client upon completion of each training course.
 - Client shall pay said invoice within thirty (30) days of receipt thereof.
- A check or money order payable to ESRI is accepted when training is ordered online, by fax, or by mail.

Clients outside the United States:

- Credit cards are accepted when training is ordered online.
- A check or money order payable to ESRI in U.S. dollars is accepted when ordering online, by fax, or by mail.
- A wire transfer payable to ESRI in U.S. dollars is accepted when ordering online, by fax, or by mail.