





ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.  
ESRI, Inc.

One International Court  
Broomfield, CO 80021

Phone: (303) 449-7779 Fax: (303) 449-8830

DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of  
this quotation to your purchase order.*

*Quote is valid from: 06/02/2009 To: 08/31/2009*

## Quotation # 20348059

Date: June 2, 2009

Customer # 288261 Contract #

COUNTY OF HIDALGO  
HEALTH DEPT  
1304 S 25TH  
EDINBURG, TX 78539

ATTENTION: Sandra Garza  
PHONE: (956) 383-6221  
FAX: (956) 383-8864

| Material | Qty | Description  | Unit Price                                      | Total       |
|----------|-----|--|---|-------------|
| 115130   | 1   | Introduction to ArcGIS for ArcView and ArcInfo I with Classroom Setup Support at Client Site 2 Days per Class Instructor Led Training  | 8,400.00  | 8,400.00    |
| 115147   | 1   | Introduction to ArcGIS for ArcView and ArcInfo II with Classroom Setup Support at Client Site 3 Days per Class Instructor Led Training | 12,600.00                                       | 12,600.00   |
|          |     |  | Item Total:                                     | 21,000.00   |
|          |     |  | Subtotal:                                       | 21,000.00   |
|          |     |  | Sales Tax:                                      | 0.00        |
|          |     |  | Estimated Shipping & Handling(2 Day Delivery) : | 0.00        |
|          |     |  | Contract Pricing Adjust:                        | 0.00        |
|          |     |  | Total:  | \$21,000.00 |

### Sales Text:

- 1) The price of each client site class reflects list price (Effective 2/1/09)
- 2) Maximum number of students - 12 students per each class
- 3) Please see the attached training terms and conditions
- 4) Class to be taught at client site, will use ESRI mobile lab to teach these classes.
- 5) Classes to be taught the week of August 10-14, 2009
- 6) Please contact Tosca Hoffmann with any training related questions

EMail: thoffmann@esri.com Phone: 303.449.7779 x8242

Thank you, Tosca

Quoted By: Tosca Hoffmann, (303) 449-7779 x8242  
Email: thoffmann@esri.com

Account Manager: Tosca Hoffmann  
Email: thoffmann@esri.com

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**If sending remittance, please address to: ESRI, File No. 54630, Los Angeles, Ca 90074-4630**



**ESRI**

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By signing below, you are authorizing ESRI to issue an invoice for the items included in the above quote in the amount of: \$ \_\_\_\_\_, plus sales taxes if applicable. (Note: Shipping costs are subject to change.)

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with ESRI.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

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**Quoted By: Tosca Hoffmann, (303) 449-7779 x8242  
Email: thoffmann@esri.com**

**Account Manager: Tosca Hoffmann  
Email: thoffmann@esri.com**

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***If sending remittance, please address to: ESRI, File No. 54630, Los Angeles, Ca 90074-4630***



**ESRI**

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

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Option 1. If you are purchasing a product with multi-year maintenance terms and are issuing the purchase order for all years upfront, please include the following information on your purchase order: **"This PO is in acceptance of quote # \_\_\_\_\_ and covers the total amount for all years included in the multi-year maintenance term. ESRI may invoice the entire amount upon shipment."**

Option 2. If you are purchasing a product with multi-year maintenance terms and are issuing the purchase order for the first year only, please include the following information on your purchase order (PO): "**This PO is in acceptance of quote #\_\_\_\_\_.** This order is for the initial year of the multi-year maintenance term. We agree to issue a PO for each subsequent year in a pro rata amount per year to be invoiced annually in advance."

Option 3: If you are purchasing a product with multi-year maintenance terms and are issuing the purchase order for all years upfront but want to be invoiced annually, please include the following information on your purchase order: "**This PO is in acceptance of quote #\_\_\_\_\_ and covers the total amount for all years included in the multi-year maintenance term. However, ESRI shall invoice annually in advance a pro rata amount for each year of the term.**"

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FOB Redlands, CA, USA

**Software:** Allow thirty (30) days from ESRI's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

**Hardware:** Manufacturer's terms apply. Lead times depend on make/models purchased.

**Note:** Standard delivery method is ground or two-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other service is available for an additional fee (e.g., overnight delivery).

#### **PAYMENT TERMS**

Net thirty (30) days, on approved credit. Orders less than \$800 require prepayment by check or credit card unless your organization is a government agency, university, college, or Fortune 500 company.

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**9.3 No Implied Waivers.** The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

**9.4 Severability.** The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

**9.5 Successor and Assigns.** Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this License Agreement without ESRI's prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding upon the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor that has acquired Software, Data, Web Services, or Documentation under contract to the government may assign this License Agreement to its government customer upon written notice to ESRI, provided the government customer assents to the terms of this License Agreement.

**9.6 Survival of Terms.** The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement shall survive the expiration or termination of this License Agreement.

**9.7 Equitable Relief.** Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, ESRI shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

**9.8 Government Licensee.** Software, Data, Web Services, and Documentation are commercial computer software, commercial data, commercial computer software documentation, and commercial Web Services. This License Agreement

contains ESRI's commercial license terms and conditions for such items. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of Software, Data, Web Services, and Documentation. No other license terms or conditions shall apply unless expressly agreed in writing by ESRI and Licensee. ESRI Software source code is unpublished, and all rights to Software, Data, Web Services, and Documentation are reserved under copyright laws of the United States. In the event any court, arbitrator, or board holds that the Licensee has greater rights to any portion of Software, Data, Web Services, or Documentation under applicable public procurement law, such rights shall extend only to the portions affected.

### **9.9 Governing Law, Arbitration**

- a. *Licensees in the United States of America, Its Territories, and Outlying Areas.* This License Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles, except that U.S. federal law shall govern in matters of intellectual property. Except as provided in Section 9.7, any dispute arising out of or relating to this License Agreement or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. If Licensee is a U.S. government agency, this License Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601–613), in lieu of the arbitration provisions of this clause. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- b. *All Other Licensees.* Except as provided in Section 9.7, any dispute arising out of or relating to this License Agreement or the breach thereof, which cannot be settled through negotiation, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said rules. The language of the arbitration shall be in English. The place of the arbitration shall be at an agreed-upon location. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

**9.10 Maintenance.** Maintenance for qualifying Software or Data consists of updates and other benefits such as access to technical support, specified in ESRI's or its distributor's most current applicable software maintenance policy.

**9.11 Entire Agreement.** This License Agreement, including Exhibit 1, constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or different terms included with an order or other document shall not be binding upon ESRI. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party.



**EXHIBIT 1  
SCOPE OF USE  
(E300 5/08C)**

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

The scope of use for each ESRI Software identified below is described in the applicable footnotes listed in parentheses.

**Desktop GIS**

- ArcReader (20 and 25)
- ArcView (1 or 2 and 25 and 44)
- ArcEditor (1 or 2 and 25, 26 and 44)
- ArcInfo (2, 25, 26 and 44)
- ArcGIS Desktop Extensions (7)
- ArcView 3.x and Extensions (1, 7, and 17)

**Server GIS**

- ArcGIS Server and Extensions
  - Workgroup (either 3, or 5, and 8, 9, 25, 28, 29, 30, 32, 38, 39, 40 and 45)
  - Enterprise (either 3, 4, or 5, and 8, 9, 25, 27, 31, 38, 39, 40 and 45)
- ArcIMS
  - ArcIMS and Extensions (either 3, 4, or 5, and 8, 10, and 31)
  - ArcIMS ArcMap Server (either 3, 4, or 5, and 31)
- Tracking Server (5 and 31)
- ArcGIS Image Server (either 3, 4, or 5, and 8, 31, and 42)
  - ArcGIS Image Server Service Editor (1)
- RouteMAP IMS (either 3, 4, or 5, and 8, 25 and 31)
- ArcGIS Business Analyst Server (5, 8, 9, 21, 25, 28, 39, 40, and 45)

**Mobile GIS**

- ArcPad (1, 12, 13 and 25)
- ArcPad Application Builder (1 and 25)
- ArcGIS Mobile Deployments (1, 15, 16 and 25)

**Developer GIS**

- ESRI Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, 35, and 36)
- ArcGIS Engine Developer Kit and Extensions (1 and 14, 15, 22, 25, 26 and 43)
- ArcGIS Engine Runtime and Extensions (1, 15, 22, 25 and 26)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)

- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- NetEngine (1, 5, and 15)
- NetEngine Internet (5)

**GIS Viewers and Connectors**

- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS Explorer (20 and 25)
- ArcGIS For AutoCAD (1, 20 and 25)

**Business GIS**

- ArcGIS Business Analyst (1 or 2 and 25 and 45)
- BusinessMAP (1 and 25)
- ArcLogistics (either 1 or 2 and 25)
- ArcLogistics Server (5, 8, 9, 21, 25, 28, 39, 40, and 45)
- ArcLogistics Navigator Deployments (1, 15, and 16)

**Cartographic Production**

- Maplex (1)
- Production Line Tool Set (PLTS) for ArcGIS, GIS Data ReViewer, Map Production System-Atlas, Job Tracking for ArcGIS (JTX) (either 1 or 2), Job Tracking for ArcGIS Server (either 4 or 5, and 7)

**Web Services**

- ArcGIS Online (6, 25, 33, 34, and 35)

**Data**

- ESRI Data and Maps (either 1 or 5, and 23 and 37)
- Demographic Data (either 1, 2 or 5)
  - CommunityInfo
  - Retail Marketplace
  - Consumer Expenditure
- Community Tapestry Data (either 1, 2 or 5, and 21)
- Community Coder (either 1, 2, or 5, and 21)
- *Sourcebook•America* (1)
- ArcGIS Data Appliance—Server Bundle or Data Only (6, 23, and 25)
- StreetMap Premium (either 1, 2 or 5, and 23 and 25)

1. "Single Use License." Licensee may permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Remote access is not permitted. Licensee may permit the single authorized end user to make a second copy for end user's exclusive use on a portable computer so long as only one (1) copy of the Software, Data, and Documentation is in use at any one time.
2. "Concurrent Use License." Licensee may install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired.

3. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
4. "Staging Server License." In addition to the Development Server License Rights, Licensee may use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.
5. "Deployment Server License." In addition to the Staging Server License Rights, Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).
6. Provided only as a Term License.
7. Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs.
8. The administration tools for the Software may be copied and redistributed throughout Licensee's organization.
9. User-developed ArcGIS Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in ArcGIS Desktop) may not be copied.
10. The ArcIMS license includes the right to deploy MapObjects—Windows Edition applications on the Internet or intranet. Licensee shall not develop client/server solutions with the ArcIMS Java Archive (JAR) files without a license for the MapObjects—Java Edition Developer Kit.
11. Reserved
12. ArcPad SOFTWARE IS NOT LICENSED FOR NAVIGATIONAL USE.
13. "Dual Use License" means the Software may be installed on a desktop computer and may be used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer so long as the Software is only used by a single individual at any one (1) time.
14. Developers must include the following attribution with any deployed MapObjects application: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–2002 LizardTech, Inc., and/or the University of California. All rights reserved. U.S. Patent No. 5,710,835."
15. Deployment licenses for desktop or Internet application(s) may be subject to payment of additional license fees.
16. Licensee may deliver applications to its sublicensee(s) provided Licensee uses a written sublicense agreement that protects ESRI's rights in its Software, Data, Web Services, and Documentation to the same extent as the ESRI License Agreement including, but not limited to, the following terms:
  - a. Sublicensee may not reverse engineer, decompile, or disassemble the ESRI Software, Data, Web Services, or Documentation, except to the extent permitted by applicable law; copy for commercial use; transfer; or assign its rights under the license grant;
  - b. Sublicensee may not use any ESRI Software, Data, Web Services, or Documentation, in whole or in part, separate from Licensee's executable application; and
  - c. Third-party dependent or required components are redistributable subject to permission from the owner or author.
17. Licensee may use Business Objects Crystal Reports software only with the ArcView 3.x Software with which it was acquired and subject to the Crystal Reports License Agreement available on the media. Licensee may not use a software program or system to cache or queue report requests.
18. The Deployment license is per application per computer.
19. The MapObjects—Java Edition contains Java Archive files, which indicate they are authentic ESRI-certificated files when used over the Internet. Licensee shall not use ESRI certification or reference ESRI as a source of trusted content in any modified MapObjects Java Archive files. Licensee may deploy the unmodified Java class ESRI certified libraries as an integral part of the Licensee's application(s).
20. Licensee may reproduce and deploy the Software provided all of the following occur: (a) The Software is reproduced and deployed in its entirety; (b) a license agreement accompanies each copy of the Software that protects the Software to the same extent as the ESRI License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement; (c) all copyright and trademark attributions/notices are reproduced; and (d) there is no charge or fee attributable to the use of the Software.
21. Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the individual's place of residence, as profiled in the Community Tapestry market segmentation system.
22. (a) ArcGIS Engine Runtime licenses shall not be used for Internet and Server development and deployment. (b) An end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one (1) computer. (c) The ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.

23. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
24. EDN Software, Web Services, and Data may only be used by one (1) named developer per subscription solely for the purposes of research, development, testing, and demonstration of a prototype application. EDN Software and Data may be installed on multiple computers for use by any named EDN developer.
25. Use of included third-party owned data shall be subject to the Use of Data Restrictions found at <http://www.esri.com/legal/> for the specific Data accessed. The Use of Data Restrictions may be modified by ESRI from time to time. If a modification is unacceptable to Licensee, Licensee may cancel a subscription upon written notice to ESRI, or discontinue use of the Data or Web Services, as applicable. If Licensee continues to use the Data or Web Services, Licensee will be deemed to have accepted the modification.
26. ArcSDE Personal is restricted to four (4) gigabytes of Licensee data.
27. ArcGIS Server Web ADF Runtime Software may not be deployed independent of Licensee's ArcGIS Server Enterprise configuration.
28. Limited to ten (10) concurrent end users of non ArcGIS Server applications. This restriction includes use of ArcGIS Desktop Products, ArcGIS Engine Products, and third party applications that connect directly to any ArcGIS Server geodatabase. There are no limitations on the number of connections from Web applications.
29. Can only be used with SQL Server 2005/2008 Express.
30. Restricted to a maximum total of four (4) gigabytes of Licensee data.
31. Redundant Software installation(s) for failover operations may be implemented during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant except for system maintenance and updating of databases while the primary site or any other redundant site is operational.
32. No redundant Software installation is permitted.
33. ArcGIS Online may only be utilized in conjunction with ArcGIS Desktop, ArcGIS Server (including the Web ADF), ArcGIS Mobile, ArcGIS Explorer Software, and the ArcGIS APIs (including JavaScript™ and Adobe® Flex®).
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 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. ArcGIS Server 3 D extension included with ArcGIS Server (Workgroup or Enterprise) Standard and Advanced 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. 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 (Workgroup or Enterprise) is permitted for use only with ArcGIS Server Advanced.
40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) are permitted for use only with ArcGIS Server Advanced.
41. Reserved
42. Licensee has the right to one (1) desktop deployment of the ArcGIS Image Server Service Editor for every four (4) cores of ArcGIS Image Server 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.

**ESRI**

## TRAINING TERMS AND CONDITIONS

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

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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.

## **II.B. 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.



**LIST OF COUNTIES ATTENDING THE ARGIS I & II TRAINING**

**(Twelve (12) limit per class)**

|                    |          |                 |
|--------------------|----------|-----------------|
| 1. Hidalgo County  | 3        |                 |
| 2. Nueces County   | 2        |                 |
| 3. Live Oak County | 1        |                 |
| 4. Cameron County  | 2        |                 |
| 5. Region 11       | 2        |                 |
| 6. Webb County     | <u>2</u> |                 |
| <b>Total</b>       | 12       | <b>Students</b> |

# ESRI Grant Assistance Program (GAP)

- A free program that helps GIS users in need:
  - Find funding for your organization
  - Obtain budgetary quotes for grant budgets
  - Apply for competitive grants
- Find helpful resources and request a Customized Funding Solution Report at: [www.esri.com/grants](http://www.esri.com/grants)

The screenshot displays the ESRI Grant Assistance Program (GAP) website. The top navigation bar includes 'Home', 'About', 'Grants', 'FAQ', and 'Contact Us'. The main content area is titled 'LOI Date Due Date Funds Available Grant Status of Award' and contains a table of grant opportunities. Below the table, there is a detailed description of a grant opportunity, including a 'Description' section and a 'How to Apply' section.

| LOI Date Due | Date Funds Available | Grant Status | of Award |
|--------------|----------------------|--------------|----------|
| 2/14/07      | 07/14/07             | FAZE         | 7/1      |
| 25/07/07     | 1/1/08               | FAZE         | 7/1      |
| 30/07/07     | 1/1/08               | FAZE         | 7/1      |
| 27/07/07     | 1/1/08               | FAZE         | 7/1      |
| 24/07/07     | 1/1/08               | FAZE         | 7/1      |
| 17/07/07     | 1/1/08               | FAZE         | 7/1      |
| 16/07/07     | 1/1/08               | FAZE         | 7/1      |

**Description:**  
 This grant is available to ESRI users who are currently working on a project that requires GIS data. The grant is intended to help users who are having difficulty obtaining the data they need for their project. The grant is available to users who are currently working on a project that requires GIS data. The grant is intended to help users who are having difficulty obtaining the data they need for their project.

**How to Apply:**  
 To apply for this grant, you must first create an account on the ESRI Grants website. Once you have created an account, you can submit an application for the grant. The application should include a description of your project and a budget for the grant. The grant is available to users who are currently working on a project that requires GIS data. The grant is intended to help users who are having difficulty obtaining the data they need for their project.



## GIS 101

### What is GIS?

Geographic Information Systems are computer systems capable of capturing, storing, analyzing, and displaying geographically referenced information; that is, data identified according to its location. The data is organized into layers of related information and can be combined with other layers of information to perform an analysis. This combination or integration of different layers for the purpose of discovering relationships is the power of GIS as a decision making support tool. For example, by overlaying senior citizen population statistics with existing support service locations a county official is able to identify areas of need within their community.

### So how does it work?

GIS technology works by combining the spatial information of features (data referenced to locations on the earth) with the information used to describe those features (commonly referred to as the attribute information). For example, the location of a building would be considered spatial information, while the number of stories in the building would be considered its attribute information. This combination of information allows users to answer both spatial questions (i.e. how many buildings are within a 1 mile radius of a chemical spill) and attribute questions (i.e. how many 10 story buildings have not been inspected for code violations within the last 12 months). The results of these questions are presented visually in the form of a map.

### Where does the data come from?

Data is one of, if not the most critical, components of a successful GIS implementation. Data can be created from scratch, obtained from a governmental organization, such as a state or federal agency, or purchased from a commercial vendor. The issue that is driving the need for GIS analysis will dictate the quality and source of the needed data. Remote sensing and global positioning systems (GPS) technologies are common sources of the data in the GIS community.

Remote sensing can be generically defined as the observation of an object, such as earth, from a distance with the intent of gathering information about that object. One of the most popular forms of remote sensing that can be seen almost daily on the nightly news is satellite imagery. While the media relies primarily on satellite imagery to provide a "picture" of an area in discussion (i.e. site of military action), the uses of the technology are much broader, including wildfire risk assessment, agricultural studies, and pollution monitoring just to name a few. At the county level, a common practice is to obtain remote sensing data in the form of aerial photographs. These images are captured from a plane and formatted so that they can be utilized with GIS software to assist in tasks such as planning, emergency management and public safety, property tax assessment, and public works projects.

GPS technology is a satellite-based navigation system made up of a network of 24 satellites placed into orbit by the U.S. Department of Defense. GPS was originally intended for military applications, but in the 1980s, the government made the system available for civilian use. GPS works in any weather conditions, anywhere in the world, 24 hours a day. There are no subscription fees or setup charges to use GPS. Counties take advantage of this technology in many ways to capture information about their communities, including asset inventories, environmental condition monitoring, and boundary mapping.

[Back](#)



## GIS 101

### What is GPS?

The Global Positioning System (GPS) is a satellite-based navigation system made up of a network of 24 satellites placed into orbit by the U.S. Department of Defense. GPS was originally intended for military applications, but in the 1980s, the government made the system available for civilian use. GPS works in any weather conditions, anywhere in the world, 24 hours a day. There are no subscription fees or setup charges to use GPS.

### So how does it work?

GPS satellites circle the earth twice a day in a very precise orbit and transmit signal information to earth. GPS receivers take this information and use triangulation to calculate the user's exact location. Essentially, the GPS receiver compares the time a signal was transmitted by a satellite with the time it was received. The time difference tells the GPS receiver how far away the satellite is. Now, with distance measurements from a few more satellites, the receiver can determine the user's position and display it on the unit's electronic map.

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### Do you achieve different accuracy levels with different receivers?

Yes, there are three different grades of GPS receivers commonly referred to as survey grade, mapping grade, and recreational grade.

- Survey Grade are the most accurate and most commonly used in situations where accuracy is essential (engineering applications, property boundary determinations, etc.). They typically provide true positional accuracy within a centimeter in the horizontal direction and elevation accuracies within 10 centimeters.
- Mapping Grade receivers must be differentially corrected GPS to reduce positional errors. Differential correction is the process of improving fixed positions utilizing data from a base station. With differential correction, horizontal accuracies from one to two meters can be achieved, while vertical accuracy is around 3 meters. These receivers are most commonly used by GIS professionals for gathering data for inventories, resource mapping, environmental management and infrastructure management.
- Recreational Grade are the least accurate units. Typically used for outdoor recreational activities, these receivers can have up to 20 meters in positional error.

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