COUNTY OF KENDALL, ILLINOIS
ADMIN HR COMMITTEE
County Office Building
County Board Room 210
Wednesday, July 17, 2019 at 5:30p.m.

MEETING AGENDA

1. **Call to Order**
2. **Roll Call:** Elizabeth Flowers (Chair), Scott Gengler, Judy Gilmour, Matthew Prochaska, Robyn Vickers
3. **Approval of Agenda**
4. **Approval of Minutes from July 1, 2019**
5. **Department Head and Elected Official Reports**
6. **Public Comment**
7. **Committee Business**

> *Discussion of Shared Services Purchasing Agreements and Request for Legal Review*

> *Discussion of IGA for Sharing Services, Staff, and Equipment and Request for Legal Review*

> *Discussion of GIS Inc. Cloud Hosting Recommendations*

> *Discussion and Approval of Contract with Amazon Web Services and Request for Legal Review*

> *Discussion and Approval of GIS Department Purchase of a 95 Hour Support Block from GIS Inc. in an amount not to exceed $15,000*

> *Discussion and Approval of Comcast Franchise Agreement*

8. **Executive Session**
9. **Items for Committee of the Whole**
10. **Action Items for County Board**
11. **Adjournment**

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the meeting time

COUNTY OF KENDALL, ILLINOIS
ADMIN HR MEETING
County Office Building
111 W. Fox Street, Room 210; Yorkville
Monday, July 1, 2019

CALL TO ORDER - Chair Elizabeth Flowers called the meeting to order at 5:30 p.m.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	Present		
Scott Gengler	Present		
Judy Gilmour		5:32pm	
Matthew Prochaska	Here		
Robyn Vickers	Here	.	

Others in Attendance: Meagan Briganti, Bob Jones, Matt Kinsey, Scott Koeppel

APPROVAL OF AGENDA – Motion made by Member Vickers second by Member Gengler to approve the agenda. <u>With four members voting aye, the agenda was approved by a 4 -0 vote</u>.

APPROVAL OF MINUTES – Motion made by Member Prochaska second by Member Vickers to approve the June 19, 2019 minutes. <u>With four members voting aye, the minutes were approved by a 4-0 vote.</u>

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS

> *Treasurer* – Mr. Jones presented information as a follow up to Washington National's visit regarding how many employees were on optional benefit programs. Based on the numbers presented the committee thought it would be beneficial to add Washington National as an optional program. <u>There was consensus to add Washington National during open enrollment this year as an optional benefit program for employees.</u>

> *Administration Department* – Mr. Koeppel referenced page 4 of the packet for the July 2, 2019, Board Meeting which lists the items on the Consent Agenda. This is the first time there will be a Consent Agenda. Mr. Koeppel did an overview of how it works.

PUBLIC COMMENT - None

COMMITTEE BUSINESS

> *Discussion of Shared Services with Other Local Governments in the County* – Mr. Koeppel explained that he and Ms. Briganti attended a meeting with other local municipalities about possibly sharing services like purchasing, staffing and other

essential services that could yield a cost savings. As opportunities come up Mr. Koeppel will share with the County Board.

➢ *Discussion and Approval of Revised Technology Services 5 Year Plan* – Mr. Kinsey went over the 5-year Technology Plan which outlines capital costs for the next five years. Mr. Kinsey noted that many of the improvements have been delayed each year and cannot be delayed much longer. Member Vickers made a motion, second by Member Gengler to forward the plan to Finance Committee. **With five members present voting aye the motion carried.**

➢ *Discussion of Kendall County Green Initiative* – Member Vickers indicated that there are many steps the County could be taking to minimize its carbon foot print. Staff is currently researching the use of water coolers instead of purchasing bottled water. Mr. Koeppel indicated that Ms. Briganti and Ms. Johnson had some ideas. Member Gilmour indicated that the Health and Environment Committee could take this project on. **There was consensus to move forward with the water cooler project and that Health and Environment Committee would research other projects.**

➢ *Discussion of Kendall County Facebook Page and other Social Media* – Mr. Koeppel explained that with the Sheriff and now the State Attorney's Office having a Facebook page he wanted to broach the subject at the County Board level. The idea would be to get an intern to launch the project. Member Prochaska indicated that he was fine with it but wanted to make sure it was monitored. He also wondered about archiving and keeping records. Member Gilmour indicated that the Forest Preserve has a Facebook Page and it has gotten very positive responses from the community.

EXECUTIVE SESSION - None

ITEMS FOR COMMITTEE OF THE WHOLE - None

ACTION ITEMS FOR COUNTY BOARD - None

ADJOURNMENT – Member Vickers made a motion to adjourn the meeting, second by Member Prochaska. **With five members voting aye, the meeting was adjourned at 6:14 p.m.**

Respectfully Submitted,

Mera Johnson
HR Risk Management & Compliance Coordinator

MONTHLY ADMINISTRATION / HR SUMMARY REPORT
June 30, 2019

W.C. Claims Expense (12/1/18 - 11/30/19)

	2015-16 Policy	2016-17 Policy	2017-18 Policy	2018-19 Policy	Total Claims
December	$ 228	$ 1,987	$ 2,164		$ 4,378
January	446	5,609	220	1,351	7,626
February	770	4,657	742	64	6,234
March	6,636	1,641	2,542	610	11,430
April	1,215	15,811	159	10,072	27,258
May	283	6,330	3,342	4,487	14,442
June	352	2,004	2,144	8,782	13,282
July					0
August					0
September					0
October					0
November					0
Total Claims Expense	$ 9,929	$ 38,039	$ 11,314	$ 25,368	$ 84,650

PEDA Payments (Included in Total Claims Expense)

PEDA Reimbursements YTD	$	29,340

W.C. Annual Premium

	2015-16	2016-17	2017-18	2018-19
W.C. Premium	$ 131,080	$ 139,096	$ 171,411	$ 175,442

Self Insured Retention (SIR)

	2015-16	2016-17	2017-18	2018-19
Self Insured Amount	$ 250,000	$ 250,000	$ 250,000	$ 250,000
No. of claims >$250k	0	0	0	0
No. of claims >$100k & <$250k	1	2	0	0
No. of claims <$100k	39	44	20	18
Total claims paid	40	46	20	18

W.C. Claims

	2015-16 Policy	2016-17 Policy	2017-18 Policy	2018-19 Policy
W.C. Claims paid prior year	$ 308,024	$ 560,320	$ 14,430	$ -
W.C. Claims paid current year	9,929	38,039	11,314	25,368
Total claims paid	$ 317,953	$ 598,359	$ 25,744	$ 25,368

Workers' Comp. Claims	Policy Year				
	2015-16 Policy	2016-17 Policy	2017-18 Policy	2018-19 Policy	
	Prior Year Total	Prior Year Total	Prior Year Total	DEC-MAY	JUN
Administration	1				
Animal Control	6	1	4		1
Circuit Clerk	1	1	1	1	
Coroner					
County Clerk	1	2			
Facilities				1	
Forest Preserve	3	2		2	1
Health Dept.	3	2	2	1	
Highway	1	2	1	1	
Judiciary					
PBZ					
Probation	1				
Public Defender					
Sheriff - Corrections	5	18	2	1	2
Sheriff - Patrol	16	16	10	5	1
State's Attorney	2	2		1	
Technology					
VAC					
Totals	40	46	20	13	5

Worker's Compensation
FY19 - Current Year's Total Claims

	Incident Date	Department/Office	Status	Paid	Missed > 3 Days Work	Returned to Work
1	12/9/2018	Corrections	closed	1,416	N	Y
2	1/5/2019	Forest Preserve	closed	1,000	N	Y
3	1/23/2019	Sheriff	closed	-	N	Y
4	1/25/2019	Sheriff	open	1,091	N	Y
5	1/28/2019	Health	open	469	N	Y
6	2/12/2019	Highway	open	430	N	Y
7	2/17/2019	Sheriff	open	29,689	Y	N
8	2/21/2019	Circuit Clerk	closed	-	N	Y
9	3/8/2019	Facilities	open	842	N	Y
10	4/26/2019	Sheriff	open	1,479	N	Y
11	4/25/2019	State's Attorney	open	-	N	Y
12	5/17/2019	Sheriff	open	858	N	Y
13	5/19/2019	Forest Preserve	open	-	N	Y
14	6/7/2019	Forest Preserve	open	3	N	Y
15	6/21/2019	Sheriff	open		N	Y
16	6/28/2019	Animal Control	open	-	N	Y
17	6/29/2019	Corrections	open	-	N	Y
18	6/29/2019	Corrections	open	-	N	Y

Total FY19 Claims Paid To Date $ 37,277

Worker's Compensation
Prior Years' Active Claims

	Incident Date	Department/Office	Status	Paid	Missed > 3 Days Work	Returned to Work
	2011-12 Policy					
1	6/30/2012	Forest Preserve	re-opened	190,850	Y	Terminated
				190,850		
	2015-16 Policy					
2	4/12/2016	Sheriff	open	92,876	Y	Y
3	9/13/2016	Sheriff	open	251,950	Y	Y
				344,826		
	2016-17 Policy					
4	2/28/2017	Corrections	open	29,973	Y	Y
5	10/26/2017	Corrections	open	159,712	Y	Y
6	4/19/2017	Sheriff	open	87,531	Y	Y
7	11/21/2017	Sheriff	open	151,302	Y	Y
				428,518		
	2017-18 Policy					
8	12/12/2017	Corrections	open	20,203	Y	Y
9	5/2/2018	Sheriff	closed	3,468	N	Y
10	8/3/2018	Sheriff	re-opened	2,397	N	Y
11	11/1/2018	Corrections	open	771	N	Y
12	11/18/2018	Sheriff	open	1,782	N	Y
				28,622		

Total Prior Year's Active Claims $ 992,816

Illinois Counties Risk Management Trust
Claims Analysis
7/1/2019

Property & Casualty

FY19 - Auto PC

	Incident Date	Department/Office	Status	Paid	Coverage Type
1	4/28/2019	Sheriff	Open		Auto PD – Collision

Total FY19 Auto Claims $ -

FY19 - General Liability

	Incident Date	Department/Office	Status	Paid	Coverage Type
1	1/25/2019	Courthouse	closed		
2	12/5/2018	Circuit Clerk	open	-	.

Total FY19 General Liability Claims $ -

Prior Years'- General Liability

	Incident Date	Department/Office	Status	Paid	Coverage Type
	2013-14 Policy				
1	5/15/2014	Sheriff	closed	$ 535,463	Errors & Omissions
				535,463	
	2015-16 Policy				
2	8/9/2016	Sheriff	open	22,960	Law Enforcement Liability
3	11/4/2016	Sheriff	open	9,766	Law Enforcement Liability
				32,726	
	2016-17 Policy				
4	9/23/2014	Various	open	13,686	General Liability
				13,686	
	2017-18 Policy				
5	7/1/2018	Sheriff	open	2,572	General Liability

Total Prior Year's General Liability Claims $ 583,161

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR THE SHARING OF SERVICES, STAFF AND EQUIPMENT BETWEEN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, THE VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS, AND THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT (*the "Agreement"*) by and between the Village of Oswego, Kendall and Will Counties, Illinois (*"Oswego"*) a home rule municipal corporation of the State of Illinois, the United City of Yorkville, Kendall County, Illinois (*"Yorkville"*) a non-home rule municipal corporation of the State of Illinois, the Village of Montgomery, Kane and Kendall Counties, Illinois (*"Montgomery"*) a non-home rule municipal corporation of the State of Illinois, and the Village of Sugar Grove, Kane County, a non-home rule municipal corporation of the State of Illinois, (sometimes collectively referred to as the *"Communities" or "Parties" or individually as "Community" or "Party"*) entered into this _____ day of _____ 2017.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and,

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that any powers, privileges, functions or authority exercised or which may be exercised by a public agency may be exercised, combined, transferred or enjoyed jointly with another public agency; and,

WHEREAS, the Communities of Oswego, Yorkville, Montgomery and Sugar Grove experience variations in workload from time to time that may strain an individual community's resources; and,

WHEREAS, many tasks require the same knowledge, expertise and equipment across Communities, and there are opportunities to share different knowledge, expertise and equipment; and,

WHEREAS, the essential goal is that the Communities cooperate with one another to provide high quality, cost effective services to their respective residents.

NOW, THEREFORE, in consideration of the mutual promises, obligations and undertakings hereafter set forth, the Communities agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. The Communities hereby designate their respective Village Administrators ("Administrators") to coordinate with one another on an "as needed" basis, with regard to the services required for the effective, efficient operation of municipal services. The Administrators and/or their representatives shall advise each other of the date and time such services are to be provided. The Communities shall independently determine whether they are able to offer assistance for all or a portion of the requested duration. No Community shall be obligated to provide assistance.

Section 3. Except when such assistance is requested under another intergovernmental agreement or shared service program such as ILEAS, IPWMAN or similar, the Communities shall agree to reimburse hourly wages plus employer-paid benefits, inclusive of IMRF and taxes but exclusive of set-rate benefits including health insurance, for time worked assisting another

Community. The Communities shall provide an anticipated hourly rate for employees assisting another municipality in advance of the shared service being initiated.

Section 4. Such shared staffing or service time may include remote assistance through the use of various technologies, so that the employee may remain at his or her place of employment to assist the other Communities. Time assisting another Community shall be tracked in 15 minute increments and invoiced on a monthly basis to the requesting Community.

Section 5. When on-site assistance or equipment is requested, the requesting Community shall provide an anticipated time and duration for such shared service request.

Section 6. Any Workers' Compensation or Liability Claim arising in the course a shared staffing period shall be paid by the Workers' Compensation Policy of the community with whom the employee is employed on a regular basis.

Section 7. Nothing in this Agreement shall be deemed to change or alter the jurisdiction of the Communities in any respect, including, their respective powers and duties.

Section 8. This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the units of government as the Parties hereto.

Section 9. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not

possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 10. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

If to the Village of Oswego:

Village Administrator
Village of Oswego
100 Parkers Mill
Oswego, Illinois 60543

With a copy to:

David Silverman
Mahoney, Silverman and Cross
822 Infantry Drive, Suite 100
Joliet, Illinois 60435

If to the City of Yorkville:

City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

With a copy to:

Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Blvd., Suite 964
Chicago, Illinois 60604

If to the Village of Montgomery:

Village Administrator
Village of Montgomery
200 N. River Street
Montgomery, Illinois 60538

With a copy to:

Laura M. Julien
Mickey, Wilson, Weiler, Renzi & Andersson, P.C.
140 S. Municipal Drive
Sugar Grove, Illinois 60542

If to the Village of Sugar Grove:

Village Administrator

Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, Illinois 60554

With a copy to:

Laura M. Julien
Mickey, Wilson, Weiler, Renzi & Andersson, P.C.
140 S. Municipal Drive
Sugar Grove, Illinois 60542

Or any such other person, counsel or address as any Party hereto shall specify pursuant to this Section from time to time.

Section 11. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Section 12. This Agreement represents the entire agreement between the Parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the Parties and may not be further modified except in writing acknowledged by each Party.

Section 13. Nothing contained in this Agreement, nor any act of any of the respective Communities pursuant to this Agreement, shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Communities. Further, nothing in this Agreement should be interpreted to give any Community control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 14. When performing pursuant to the terms of this Agreement, the Communities intend that any injuries to their respective employees shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of

such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the Communities and their respective employees, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the employee making such a claim.

Section 15. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the respective insurance carrier(s) to the Communities at the addresses set forth herein. Before starting inspections hereunder, the Parties shall obtain the following insurance at a minimum: (a) Worker's Compensation, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of $1,000,000 for each occurrence, with a minimum $1,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be available to the other party upon execution of this Agreement. No Party waives its immunities or defenses, whether statutory nor common law by reason of the indemnification and insurance provisions contained in this Agreement.

Section 16. This Agreement shall be in full force and effect for a period of three (3) years from the date of the last signature below, and may be renewed upon agreement of the Parties in writing; provided however, any Party may terminate this Agreement by providing thirty (30)

calendar days' advance written notice to the other Parties. In such a case, this Agreement shall remain in full force and effect as to and between the remaining Parties.

Section 17. This Agreement may be amended only with written consent of all Parties hereto.

Section 18. Oswego, Yorkville, Montgomery, and Sugar Grove each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

EXHIBIT A

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

Village of Oswego, Kendall and Will Counties, Illinois, a municipal corporation

By: _____
Village President

Attest:

_____
Village Clerk

Village of Montgomery, Kane and Kendall Counties, Illinois, a municipal corporation

By: _____
Village President

EXHIBIT A

Attest:

_____
Village Clerk

Village of Sugar Grove, **Kane County**
Illinois, a municipal corporation

By: _____
Village President

Attest:

_____
Village Clerk

Cloud Deployment Summary

Current Environment
- 8+ year old servers – Windows Server 2008, lost support recently, which means no security updates
- Microsoft SQL Server 2008 – also lost support and security
- ArcGIS Enterprise version 10.2.2 is a retired product and limits support to only online resources
- Handful of scripts, written by previous employees, are no longer supported and will break when upgrade occurs
- In addition to the Host Server and 3 SANs, have to pay for VMware licensing, Microsoft SQL, and Sophos Server Endpoint

GIS Inc. Cloud Assessment
- Upgrade and update servers, software, and scripts
- Move data to the cloud for:
  - Increased physical and cyber security
  - Ability to scale up or down, as needed
  - Reduce cost on hardware and licensing
- Build out the production environment using the supported ESRI deployment pattern, in order to:
  - Streamline current workflows
  - Maximize software capability and new user licensing options
  - Expand the use of GIS to additional departments using ESRI Portal for ArcGIS
- Estimates
  - 90-110 hours for deployment and upgrading software and scripts
  - $1,500 per month for cloud services
    - $1,300 per month for production environment
    - $200 per month for developer environment

Staff Recommendations
- A cloud environment enables us to only pay for what we need, improve our current services, and provide a better product to Kendall County.
- It provides a budgetary savings of $6,000, along with scalable equipment and modern scripts.
- We will be able to fully utilize software capabilities that are already paid for.
- Staff recommends purchasing a 95 hour Support Block from GIS Inc. to cover deployment and upgrade.
  - Contract was previously approved by State's Attorney in June 2019.
- Staff recommends purchasing the cloud services directly from Amazon Web Services, as GIS Inc. charges a 10% processing fee.

GL Account	2019 Budget	2019 Actual	2020 Budget
6215 – Consultants	$8,000	$21,190	$8,000
6586 – Hardware Expenses	$32,000	$6,000	$8,000
– Cloud Services	-	-	$18,000
Total	$40,000	$27,190	$34,000
Savings		$12,810	$6,000

GISinc

Inspired by
Location

Kendall County, IL

Cloud Hosting Recommendations

July 11, 2019

Laura Wilson
Technical Architect
p: 205.725.5902
e: laura.wilson@gisinc.com

Geographic Information Services, Inc.
2100 Riverchase Center, Suite 105
Birmingham, AL 35244
p: 205.941.0442 | f: 205.982.7733 | w: gisinc.com

Overview

Kendall County engaged GISinc to review the current GIS environment and provide recommendations for moving to a cloud hosted GIS environment at the latest Esri version of ArcGIS Enterprise. The county identified a preference for Amazon Web Services hosting (AWS). The following document summarizes recommendations for cloud hosting and a platform upgrade.

Cloud Hosting Benefits

Moving to a cloud hosted environment offers many benefits. In addition to potential cost savings, key factors in return on investment in a cloud deployment include increased reliability, convenience and security:

- Increased security (physical and cyber): Information will be stored in highly secure data centers with physical barriers and surveillance. Leverage AWS cyber security expertise, continuous monitoring, regular auditing and controlled access.
- Reduce dependency and maintenance costs for on premise hardware
- Ability to scale up or down as needed
- Update to latest version of Esri to maximize software capability and new user licensing options
- Expand the use of GIS to additional departments using Esri Portal for ArcGIS

Review of Current Environment

GISinc met with the county several times, reviewed current on-premise servers, software licensing, data and hosting needs and identified script dependencies. Based on this review, the AWS implementation recommendations were developed for server configuration and sizing. The use of the system should be reviewed at least yearly and server specifications adjusted according to need as the County expands use of GIS.

Upgrade Software Version

County is currently at ArcGIS Enterprise version 10.2.2 which is a Retired product by Esri. This limits technical support to only online resources. More information can be found at the Esri Product Lifecycle website.

GISinc recommends upgrading to the latest version 10.7.1 and planning for yearly maintenance upgrades to stay within at least 2 versions of the current released products. This will ensure technical support is available and patches and hotfixes can be obtained on release.

Version	Release Date	General Availability	Extended Support	Mature Support	Retired
10.7.1	June 27, 2019	Jun 2019 - May 2021	Jun 2021 - May 2023	Jun 2023 - May 2025	June 01, 2025
10.7	March 21, 2019	Mar 2019 - Sep 2020	-	Oct 2020 - Mar 2022	April 01, 2022
10.6.1	July 17, 2018	Jul 2018 - Dec 2019	Jan 2020 - Dec 2021	Jan 2022 - Dec 2023	January 01, 2024
10.6	January 17, 2018	Jan 2018 - Dec 2019	Jan 2020 - Dec 2021	Jan 2022 - Dec 2023	January 01, 2024
10.5.1	June 29, 2017	Jun 2017 - Nov 2018	Dec 2018 - Nov 2020	Dec 2020 - Nov 2022	December 01, 2022
10.5	December 15, 2016	Dec 2016 - Nov 2018	Dec 2018 - Nov 2020	Dec 2020 - Nov 2022	December 01, 2022
10.4.1	May 31, 2016	May 2016 - Jan 2018	Feb 2018 - Jan 2020	Feb 2020 - Jan 2022	February 01, 2022
10.4	February 18, 2016	Feb 2016 - Jan 2018	Feb 2018 - Jan 2020	Feb 2020 - Jan 2022	February 01, 2022
10.3.1	May 13, 2015	May 2015 - Nov 2016	Dec 2016 - Nov 2018	Dec 2018 - Nov 2020	December 01, 2020
10.3	December 10, 2014	Dec 2014 - Nov 2016	Dec 2016 - Nov 2018	Dec 2018 - Nov 2020	December 01, 2020
10.2.2	April 15, 2014	Apr 2014 - Jun 2015	Jul 2015 - Jun 2017	Jul 2017 - Jun 2019	July 01, 2019

Figure 1: Esri Enterprise Product Release Cycle

Consolidate Platform and Leverage User Types

The county leverages ArcGIS Online as well as on premise ArcGIS Server. By implementing the latest version of ArcGIS Enterprise, the County users can be streamlined into a single platform using Portal for ArcGIS. This will reduce the amount of user administration required.

By moving to 10.7.1, the County can leverage the new Esri User Roles for viewing, editing, field collection and publishing. This provides the potential for cost savings by applying the lowest level license required.

More information can be found at the Esri Blogs:

https://www.esri.com/arcgis-blog/products/arcgis-enterprise/announcements/user-types-flexible-licensing-for-arcgis-enterprise/

https://www.esri.com/arcgis-blog/products/arcgis-online/announcements/whats-coming-in-arcgis-online-introducing-user-types/

Production Environment in AWS

GISInc recommends the following platform configuration in AWS based on current and future expanded use of the GIS system by the County.

Implementation

Build out the production environment using the supported Esri deployment pattern. The base deployment of ArcGIS Enterprise comprises the following components:

- **Portal for ArcGIS**
- **ArcGIS Server:** Federated with the Portal and designated as the Portal's hosting server.
- **ArcGIS Data Store:** Hosts relational data, registered with the server as its managed database.
- **ArcGIS Web Adaptor:** Two instances, one configured with the portal and one with the server.
- **Database:** Data hosting and editing

In this configuration, users access your web GIS resources through the portal website. Administrators and publishers can access ArcGIS Server directly for their purposes.

Database Recommendation

The recommendation below includes a PostgreSQL database using the AWS <u>On-Demand Amazon Relational Database Service</u> (RDS). This is designed to minimize licensing and server costs for hosting a relational database in AWS. RDS provides cost-efficient, resizable capacity for an industry-standard relational database and manages common database administration tasks.

Figure 2: Overview of Amazon RDS

Overview of Amazon RDS

Why do you want a managed relational database service? Because Amazon RDS takes over many of the difficult or tedious management tasks of a relational database:

- When you buy a server, you get CPU, memory, storage, and IOPS, all bundled together. With Amazon RDS, these are split apart so that you can scale them independently. If you need more CPU, less IOPS, or more storage, you can easily allocate them.
- Amazon RDS manages backups, software patching, automatic failure detection, and recovery.
- To deliver a managed service experience, Amazon RDS doesn't provide shell access to DB instances, and it restricts access to certain system procedures and tables that require advanced privileges.
- You can have automated backups performed when you need them, or manually create your own backup snapshot. You can use these backups to restore a database. The Amazon RDS restore process works reliably and efficiently.
- You can get high availability with a primary instance and a synchronous secondary instance that you can fail over to when problems occur. You can also use MySQL, MariaDB, or PostgreSQL Read Replicas to increase read scaling.
- You can use the database products you are already familiar with: MySQL, MariaDB, PostgreSQL, Oracle, Microsoft SQL Server.
- In addition to the security in your database package, you can help control who can access your RDS databases by using AWS Identity and Access Management (IAM) to define users and permissions. You can also help protect your databases by putting them in a virtual private cloud.

AWS Environment Specifications

Setup a the following instances, using this <u>estimate</u> as a guide.
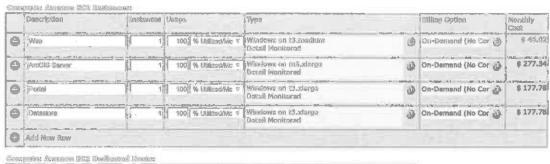
Initial Monthly Cost Estimate:

$1271.56

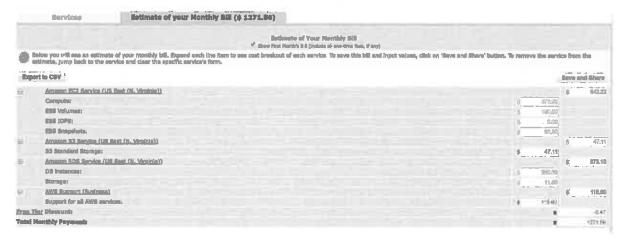Server Configuration:

- **Web: t3.medium**
- **ArcGIS Server: m5.xlarge**
- **Portal: t3.xlarge**
- **Datastore: t3.xlarge**
- **RDS: db.m5.xlarge**

Compute: Amazon EC2 Instances:

	Description	Instances	Usage	Type	Billing Option	Monthly Cost
⊖	Web	1	100 % Utilized/Mo ▽	Windows on t3.medium Detail Monitored	On-Demand (No Cor	$ 46.02
⊖	ArcGIS Server	1	100 % Utilized/Mo ▽	Windows on m5.xlarge Detail Monitored	On-Demand (No Cor	$ 277.34
⊖	Portal	1	100 % Utilized/Mo ▽	Windows on t3.xlarge Detail Monitored	On-Demand (No Cor	$ 177.78
⊖	Datastore	1	100 % Utilized/Mo ▽	Windows on t3.xlarge Detail Monitored	On-Demand (No Cor	$ 177.78
⊕	Add New Row					

Compute: Amazon EC2 Dedicated Hosts:

	Description	Number of Hosts	Usage	Type	Billing Option
⊕	Add New Row				

Storage: Amazon EBS Volumes:

	Description	Volumes	Volume Type	Storage	IOPS	Baseline Throughput	Snapshot Storage
⊖	C	5	General Purpose SSD (gp2) ▽	100 GB	300	128 MBs/sec	10 % Change for weekly snapshots ▽
⊖	D	5	General Purpose SSD (gp2) ▽	100 GB	300	128 MBs/sec	10 % Change for weekly snapshots ▽
⊕	Add New Row						

Services	Estimate of your Monthly Bill ($ 1271.56)

Estimate of Your Monthly Bill
☑ Show First Month's Bill (include all one-time fees, if any)

Below you will see an estimate of your monthly bill. Expand each line item to see cost breakout of each service. To save this bill and input values, click on 'Save and Share' button. To remove the service from the estimate, jump back to the service and clear the specific service's form.

Export to CSV		Save and Share
Amazon EC2 Service (US East (N. Virginia))		$ 642.22
Compute:	$ 673.25	
EBS Volumes:	$ 190.00	
EBS IOPS:	$ 0.00	
EBS Snapshots:	$ 60.00	
Amazon S3 Service (US East (N. Virginia))		$ 47.11
S3 Standard Storage:	$ 47.11	
Amazon RDS Service (US East (N. Virginia))		$ 272.10
DB Instances:	$ 260.50	
Storage:	$ 11.60	
AWS Support (Business)		$ 118.80
Support for all AWS services:	$ 118.80	
Free Tier Discount:		-0.47
Total Monthly Payment:		1271.56

Database Migration

After the installation phase, the existing data would need to be migrated to the AWS PostgreSQL RDS instance. There are 3 databases to migrate:

- KENDGIS
- KENDEHEALTH
- Webapps

We recommend that the SQL data be exported as file geodatabases and import into the AWS RDS.

Script Development

There are several existing scripts that will need to be modified to work in the new AWS environment.

- **Push to AWS:** Development of a new script that will push internal data to AWS.
- **OP Join Script:** Python script that creates a joined table.
- **Devnet Scripts:** Two SQL Server integration scripts that copy data from devnet to KENDGIS SQL Server database. This script will need to be re-implement in python to support use in AWS with PostgreSQL.
- **Recorder Report Script:** This tool is a manually run executable that copies data from a htm file and inputs the data into the SQL Server database. Will need to re-implement in python

Development Environment in AWS

GISinc recommends establishing a separate development environment. The County currently has subscription to ArcGIS For Developers which entitles a Developer Enterprise Server environment. Installation and configuration of the following Esri components on a single server as an all-in-one implementation.

- Portal for ArcGIS
- ArcGIS Server
- ArcGIS Datastore
- Web Adaptor

Benefits of Using a Development Environment

This environment would be used as a proving ground to test functionality, data changes and other modifications without impacting Production. Development environments are also beneficial in testing out patches and new software versions to ensure impact to Production is minimized.

- This environment can be lightweight, and all software combined to a single server to minimize expense. The Development server does not need to run continuously.
- We recommend turning this server off when not in use to provide additional cost savings in AWS.
- Review the server size and utilization of the Development server after 3-6 months. Adjust the server size as needed to accommodate actual needs.
- Purchase a reserved instance (up-front cost) once sizing is determined. This will be less expensive than On Demand.

AWS Environment Specifications

Setup a single EC2 instance, using this underline estimate as a guide, that can be shut down when not in use.

Initial Monthly Cost Estimate:

$197.63

Server Configuration:

- **t3.xlarge with 100GB storage on C: (software) and D: (data and files)**

Compute: Amazon EC2 Instances:

	Description	Instances	Usage	Type		Billing Option		Monthly Cost
O	Dev All in One	1	100 % Utilization ▼	Windows on t3.xlarge	⊙	On-Demand (No Cor ⊙		$ 175.68
O	Add New Row							

Compute: Amazon EC2 Dedicated Hosts:

	Description	Number of Hosts	Usage	Type	Billing Option
O	Add New Row				

Storage: Amazon EBS Volumes:

	Description	Volumes	Volume Type	Storage		IOPS	Baseline Throughput		Snapshot Storage	
⊖	C	1	General Purpose SSD (gp2 ▼	100	GB	300	128	MBa/sec	0	GB-month of Storage ▼
⊖	D	1	General Purpose SSD (gp2 ▼	100	GB	300	128	MBa/sec	0	% Change for weekly snapshots ▼
⊕	Add New Row									

Services	**Estimate of your Monthly Bill ($ 197.63)**

Estimate of Your Monthly Bill
☑ Show First Month's Bill (include all one-time fees, if any)

Below you will see an estimate of your monthly bill. Expand each line item to see cost breakout of each service. To save this bill and input values, click on "Save and Share" button. To remove the service from the estimate, jump back to the service and clear this specific service's form.

Export to CSV				Save and Share
Amazon EC2 Service (US East (N. Virginia))				$ 200.88
Compute:		$	175.68	
EBS Volumes:		$	20.00	
EBS IOPS:		$	0.00	
EBS Snapshots:		$	5.20	
AWS Support (Basic)			$	0.00
Free Tier Discounts			$	-3.25
Total Monthly Payment			$	197.63

Implementation Estimates

GISinc estimates the following number of hours for the deployment to AWS. These are estimates based on experience and indicate a rough order of magnitude (+/- 20%) for recommended tasks. These are estimates only and actual time required may be more or less than the estimate.

Task	Estimated Hours +/- 20%	Description
AWS Environment Setup	6-8	Create AWS account Setup EC2 Instances Create user accounts Create security groups
Database Migration	8-10	Migrate 3 SQL databases Export to FGDB Import to new AWS RDS Testing and validation (1 hour)
ArcGIS 10.7.1 Implementation	18-22	Install ArcGIS Server, Portal, Data Store, 2 Web Adapters Configure software, SSL certificates Federation Configure authentication Basic documentation and architecture diagram (2 hours) Walkthrough \ Knowledge Transfer session (1 hour)
Script Modifications	35-40	Push data to AWS Script OP Join Script Devnet Scripts Recorder Report Script Testing, Deployment, Documentation
Development Environment	18-20	AWS Environment Setup (1 hour) ArcGIS 10.7.1 Implementation (16-18)
Project Management Review Meetings	2-4	Client review meetings Resource allocation \ Internal tasking Status report (monthly)
Content Deployment	2-4	Support for County in deployment of data, services, apps from Portal to AGO. Setting up users, etc. Ad Hoc questions

AWS Customer Agreement

Last Updated: April 30, 2019
See What's Changed
This AWS Customer Agreement (this "Agreement") contains the terms and conditions that govern your access to and use of the Service Offerings (as defined below) and is an agreement between the applicable AWS Contracting Party specified in Section 14 below (also referred to as "AWS," "we," "us," or "our") and you or the entity you represent ("you" or "your"). This Agreement takes effect when you click an "I Accept" button or check box presented with these terms or, if earlier, when you use any of the Service Offerings (the "Effective Date"). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section 14 for definitions of certain capitalized terms used in this Agreement.

1. Use of the Service Offerings.
1.1 Generally. You may access and use the Service Offerings in accordance with this Agreement. Service Level Agreements and Service Terms apply to certain Service Offerings. You will comply with the terms of this Agreement and all laws, rules and regulations applicable to your use of the Service Offerings.

1.2 Your Account. To access the Services, you must have an AWS account associated with a valid email address and a valid form of payment. Unless explicitly permitted by the Service Terms, you will only create one account per email address.

1.3 Third-Party Content. Third-Party Content may be used by you at your election. Third-Party Content is governed by this Agreement and, if applicable, separate terms and conditions accompanying such Third-Party Content, which terms and conditions may include separate fees and charges.

2. Changes.
2.1 To the Services. We may change or discontinue any of the Services from time to time. We will provide you at least 12 months' prior notice if we discontinue material functionality of a Service that you are using, or materially alter a customer-facing API that you are using in a backwards-incompatible fashion, except that this notice will not be required if the 12 month notice period (a) would pose a security or intellectual property issue to us or the Services, (b) is economically or technically burdensome, or (c) would cause us to violate legal requirements.

2.2 To the Service Level Agreements. We may change, discontinue or add Service Level Agreements from time to time in accordance with Section 12.

3. Security and Data Privacy.
3.1 AWS Security. Without limiting Section 10 or your obligations under Section 4.2, we will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure.

3.2 Data Privacy. You may specify the AWS regions in which Your Content will be stored. You consent to the storage of Your Content in, and transfer of Your Content into, the AWS regions you select. We will not access or use Your Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. We will not (a) disclose Your Content to any government or third party or (b) subject to Section 3.3, move Your Content from the AWS regions selected by you; except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 3.2. We will only use your Account Information in accordance with the Privacy Policy, and you consent to such usage. The Privacy Policy does not apply to Your Content.

3.3 Service Attributes. To provide billing and administration services, we may process Service Attributes in the AWS region(s) where you use the Service Offerings and the AWS regions in the United States. To provide you with support services initiated by you and investigate fraud, abuse or violations of this Agreement, we may process Service Attributes where we maintain our support and investigation personnel.

4. Your Responsibilities.

4.1 Your Accounts. Except to the extent caused by our breach of this Agreement, (a) you are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors, agents or End Users), and (b) we and our affiliates are not responsible for unauthorized access to your account.

4.2 Your Content. You will ensure that Your Content and your and End Users' use of Your Content or the Service Offerings will not violate any of the Policies or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Your Content.

4.3 Your Security and Backup. You are responsible for properly configuring and using the Service Offerings and otherwise taking appropriate action to secure, protect and backup your accounts and Your Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect Your Content from unauthorized access and routinely archiving Your Content.

4.4 Log-in Credentials and Account Keys. AWS log-in credentials and private keys generated by the Services are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf.

4.5 End Users. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, Your Content or use of the Service Offerings. You are responsible for End Users' use of Your Content and the Service Offerings. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement caused by an End User, you will immediately suspend access to Your Content and the Service Offerings by such End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide such support or services.

5. Fees and Payment.

5.1 Service Fees. We calculate and bill fees and charges monthly. We may bill you more frequently for fees accrued if we suspect that your account is fraudulent or at risk of non-payment. You will pay us the applicable fees and charges for use of the Service Offerings as described on the AWS Site using one of the payment methods we support. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we post updated fees and charges on the AWS Site, unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services you are using by giving you at least 30 days' prior notice. We may elect to charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

5.2 Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive of Indirect Taxes. We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we may claim an available exemption from such Indirect Tax. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement. We will provide you with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

6. Temporary Suspension.

6.1 Generally. We may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determine:

(a) your or an End User's use of the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) could adversely impact our systems, the Service Offerings or the systems or Content of any other AWS customer, (iii) could subject us, our affiliates, or any third party to liability, or (iv) could be fraudulent;

(b) you are, or any End User is, in breach of this Agreement;

(c) you are in breach of your payment obligations under Section 5; or

(d) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

6.2 Effect of Suspension. If we suspend your right to access or use any portion or all of the Service Offerings:

(a) you remain responsible for all fees and charges you incur during the period of suspension; and

(b) you will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

7. Term; Termination.

7.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section 7. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 7.2.

7.2 Termination.

(a) Termination for Convenience. You may terminate this Agreement for any reason by providing us notice and closing your account for all Services for which we provide an account closing mechanism. We may terminate this Agreement for any reason by providing you at least 30 days' advance notice.

(b) Termination for Cause.

(i) By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party. No later than the Termination Date, you will close your account.

(ii) By Us. We may also terminate this Agreement immediately upon notice to you (A) for cause if we have the right to suspend under Section 6, (B) if our relationship with a third-party partner who provides software or other technology we use to provide the Service Offerings expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, or (C) in order to comply with the law or requests of governmental entities.

7.3 Effect of Termination.

(a) Generally. Upon the Termination Date:

(i) except as provided in Section 7.3(b), all your rights under this Agreement immediately terminate;

(ii) you remain responsible for all fees and charges you have incurred through the Termination Date and are responsible for any fees and charges you incur during the post-termination period described in Section 7.3(b);

(iii) you will immediately return or, if instructed by us, destroy all AWS Content in your possession; and

(iv) Sections 4.1, 5, 7.3, 8 (except the license granted to you in Section 8.3), 9, 10, 11, 13 and 14 will continue to apply in accordance with their terms.

(b) Post-Termination. Unless we terminate your use of the Service Offerings pursuant to Section 7.2(b), during the 30 days following the Termination Date:

> (i) we will not take action to remove from the AWS systems any of Your Content as a result of the termination; and

> (ii) we will allow you to retrieve Your Content from the Services only if you have paid all amounts due under this Agreement.

For any use of the Services after the Termination Date, the terms of this Agreement will apply and you will pay the applicable fees at the rates under Section 5.

8. Proprietary Rights.

8.1 Your Content. Except as provided in this Section 8, we obtain no rights under this Agreement from you (or your licensors) to Your Content. You consent to our use of Your Content to provide the Service Offerings to you and any End Users.

8.2 Adequate Rights. You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Content and Suggestions; (b) you have all rights in Your Content and Suggestions necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content or End Users' use of Your Content or the Service Offerings will violate the Acceptable Use Policy.

8.3 Service Offerings License. We or our licensors own all right, title, and interest in and to the Service Offerings, and all related technology and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following: (a) access and use the Services solely in accordance with this Agreement; and (b) copy and use the AWS Content solely in connection with your permitted use of the Services. Except as provided in this Section 8.3, you obtain no rights under this Agreement from us, our affiliates or our licensors to the Service Offerings, including any related intellectual property rights. Some AWS Content and Third-Party Content may be provided to you under a separate license, such as the Apache License, Version 2.0, or other open source license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to the AWS Content or Third-Party Content that is the subject of such separate license.

8.4 License Restrictions. Neither you nor any End User will use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offerings (except to the extent Content included in the Service Offerings is provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings (except to the extent applicable law doesn't allow this restriction), (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service Offerings. You may only use the AWS Marks in accordance with the Trademark Use Guidelines. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.

8.5 Suggestions. If you provide any Suggestions to us or our affiliates, we and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in the Suggestions.

9. Indemnification.

9.1 General. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (a) your or any End Users' use of the Service Offerings (including any activities under your AWS account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you, End Users or Your Content; or (c) a dispute between you and any End User. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (c) above at our then-current hourly rates.

9.2 Intellectual Property.

(a) Subject to the limitations in this Section 9, AWS will defend you and your employees, officers, and directors against any third-party claim alleging that the Services infringe or misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(b) Subject to the limitations in this Section 9, you will defend AWS, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any of Your Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(c) Neither party will have obligations or liability under this Section 9.2 arising from infringement by combinations of the Services or Your Content, as applicable, with any other product, service, software, data, content or method. In addition, AWS will have no obligations or liability arising from your or any End User's use of the Services after AWS has notified you to discontinue such use. The remedies provided in this Section 9.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Your Content.

(d) For any claim covered by Section 9.2(a), AWS will, at its election, either: (i) procure the rights to use that portion of the Services alleged to be infringing; (ii) replace the alleged infringing portion of the Services with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Services or this Agreement.

9.3 Process. The obligations under this Section 9 will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

10. Disclaimers.
THE SERVICE OFFERINGS ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

11. Limitations of Liability.
WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 9.2, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT

GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION 11 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12. Modifications to the Agreement.
We may modify this Agreement (including any Policies) at any time by posting a revised version on the AWS Site or by otherwise notifying you in accordance with Section 13.10; provided, however, that we will provide at least 90 days' advance notice in accordance with Section 13.10 for adverse changes to any Service Level Agreement. Subject to the 90 day advance notice requirement with respect to adverse changes to Service Level Agreements, the modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Service Offerings after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the AWS Site regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the end of this Agreement.

13. Miscellaneous.
13.1 Assignment. You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 13.1 will be void. We may assign this Agreement without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for AWS as a party to this Agreement and AWS is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

13.2 Entire Agreement. This Agreement incorporates the Policies by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement (but does not supersede prior commitments to purchase Services such as Amazon EC2 Reserved Instances). We will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or (c) related to any invoicing process that you submit or require us to complete. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document.

13.3 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

13.4 Governing Law. The Governing Laws, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and us. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

13.5 Disputes. Any dispute or claim relating in any way to your use of the Service Offerings, or to any products or services sold or distributed by AWS will be adjudicated in the Governing Courts, and you consent to exclusive jurisdiction and venue in the Governing Courts; except, if the applicable AWS Contracting Party is Amazon Web Services, Inc., any such dispute will be resolved by binding arbitration as provided in this Section 13.5, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than $10,000 unless the arbitrator determines the claims are frivolous. We will not seek attorneys' fees and costs in

arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we and you waive any right to a jury trial. Notwithstanding the foregoing we and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

13.6 Trade Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Service Offerings, including your transfer and processing of Your Content, the provision of Your Content to End Users, and the AWS region in which any of the foregoing occur. You represent and warrant that you and your financial institutions, or any party that owns or controls you or your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

13.7 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

13.8 Language. All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

13.9 Confidentiality and Publicity. You may use AWS Confidential Information only in connection with your use of the Service Offerings as permitted under this Agreement. You will not disclose AWS Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of AWS Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Service Offerings.

13.10 Notice.

(a) To You. We may provide any notice to you under this Agreement by: (i) posting a notice on the AWS Site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the AWS Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(b) To Us. To give us notice under this Agreement, you must contact AWS by facsimile transmission or personal delivery, overnight courier or registered or certified mail to the facsimile number or mailing address, as applicable, listed for the applicable AWS Contracting Party in Section 14 below. We may update the facsimile number or address for notices to us by posting a notice on the AWS Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

13.11 No Third-Party Beneficiaries. Except as set forth in Section 9, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

13.12 U.S. Government Rights. The Service Offerings are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Service Offerings. If you are using the Service Offerings on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Service Offerings. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

13.13 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

13.14 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

14. Definitions.
"Acceptable Use Policy" means the policy located at http://aws.amazon.com/aup (and any successor or related locations designated by us), as it may be updated by us from time to time.

"Account Country" is the country associated with your account. If you have provided a valid tax registration number for your account, then your Account Country is the country associated with your tax registration. If you have not provided a valid tax registration, then your Account Country is the country where your billing address is located, except if your credit card account is issued in a different country and your contact address is also in that country, then your Account Country is that different country.

"Account Information" means information about you that you provide to us in connection with the creation or administration of your AWS account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with your AWS account.

"API" means an application program interface.

"AWS Confidential Information" means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. AWS Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. AWS Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the AWS Confidential Information.

"AWS Content" means Content we or any of our affiliates make available in connection with the Services or on the AWS Site to allow access to and use of the Services, including APIs; WSDLs; Documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology (including any of the foregoing that are provided by our personnel). AWS Content does not include the Services or Third-Party Content.

"AWS Contracting Party" means the party identified in the table below, based on your Account Country. If you change your Account Country to one identified to a different AWS Contracting Party below, you agree that this Agreement is then assigned to the new AWS Contracting Party under Section 13.1 without any further action required by either party.

Account Country	AWS Contracting Party	Facsimile	Mailing Address
Any country within Europe, the Middle East, or Africa ("EMEA")*	Amazon Web Services EMEA SARL	352 2789 0057	38 Avenue John F. Kennedy, L-1855, Luxembourg
Any other country that is not in EMEA	Amazon Web Services, Inc.	206-266-7010	410 Terry Avenue North, Seattle, WA 98109-5210 U.S.A.

*See https://aws.amazon.com/legal/aws-emea-countries for a full list of EMEA countries.

"AWS Marks" means any trademarks, service marks, service or trade names, logos, and other designations of AWS and its affiliates that we may make available to you in connection with this Agreement.

"AWS Site" means http://aws.amazon.com (and any successor or related site designated by us), as may be updated by us from time to time.
"Content" means software (including machine images), data, text, audio, video or images.

"Documentation" means the user guides and admin guides (in each case exclusive of content referenced via hyperlink) for the Services located at http://aws.amazon.com/documentation (and any successor or related locations designated by us), as such user guides and admin guides may be updated by AWS from time to time.

"End User" means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Service Offerings under your account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own AWS account, rather than under your account.

"Governing Laws" and "Governing Courts" mean, for each AWS Contracting Party, the laws and courts set forth in the following table:

AWS Contracting Party	Governing Laws	Governing Courts
Amazon Web Services EMEA SARL	The laws of the Grand Duchy of Luxembourg	The courts of the district of Luxembourg City
Amazon Web Services, Inc.	The laws of the State of Washington	The state or Federal courts in King County, Washington

"Indirect Taxes" means applicable taxes and duties, including, without limitation, VAT, Service Tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

"Losses" means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees).

"Policies" means the Acceptable Use Policy, Privacy Policy, the Site Terms, the Service Terms, the Trademark Use Guidelines, all restrictions described in the AWS Content and on the AWS Site, and any other policy or terms referenced in or incorporated into this Agreement, but does not include whitepapers or other marketing materials referenced on the AWS Site.

"Privacy Policy" means the privacy policy located at http://aws.amazon.com/privacy (and any successor or related locations designated by us), as it may be updated by us from time to time.

"Service" means each of the services made available by us or our affiliates, including those web services described in the Service Terms. Services do not include Third-Party Content.

"Service Attributes" means Service usage data related to your account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics.

"Service Level Agreement" means all service level agreements that we offer with respect to the Services and post on the AWS Site, as they may be updated by us from time to time. The service level agreements we offer with respect to the Services are located at https://aws.amazon.com/legal/service-level-agreements/ (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"Service Offerings" means the Services (including associated APIs), the AWS Content, the AWS Marks, and any other product or service provided by us under this Agreement. Service Offerings do not include Third-Party Content.

"Service Terms" means the rights and restrictions for particular Services located at http://aws.amazon.com/serviceterms (and any successor or related locations designated by us), as may be updated by us from time to time.

"Site Terms" means the terms of use located at http://aws.amazon.com/terms/ (and any successor or related locations designated by us), as may be updated by us from time to time.

"Suggestions" means all suggested improvements to the Service Offerings that you provide to us.

"Term" means the term of this Agreement described in Section 7.1.

"Termination Date" means the effective date of termination provided in accordance with Section 7, in a notice from one party to the other.

"Third-Party Content" means Content made available to you by any third party on the AWS Site or in conjunction with the Services.

"Trademark Use Guidelines" means the guidelines and trademark license located at http://aws.amazon.com/trademark-guidelines/(and any successor or related locations designated by us), as they may be updated by us from time to time.

"Your Content" means Content that you or any End User transfers to us for processing, storage or hosting by the Services in connection with your AWS account and any computational results that you or any End User derive from the foregoing through their use of the Services. For example, Your Content includes Content that you or any End User stores in Amazon Simple Storage Service. Your Content does not include Account Information.

June 6, 2019

Meagan Briganti
GIS Coordinator
Kendall County Technology Services
111 Fox Rd, Yorkville, IL 60560

Dear Meagan,

Thank you for your interest in our GIS Support Block. Included in the following pages are GISinc's Support Block details and prices.

GIS Support Blocks will provide a vehicle for accessing GIS support on-demand for the County of Kendall, IL. I hope you find this information helpful. If I can provide further assistance, please do not hesitate to contact me.

Thank you again for your interest. We look forward to working with you.

Sincerely,

Corey Baker
Business Development Manager
Geographic Information Services, Inc.
2100 Riverchase Center, Suite 105 | Birmingham, AL 35244
p: (205) 725-5942 | c: (205) 504-2825 | e: corey.baker@gisinc.com

I. GIS Support Block

GIS Support Blocks provide a vehicle for accessing GIS support on-demand. Once a GIS Support Block is put in place, GISinc will provide professional services to assist the County with GIS support. All services provided as part of the GIS Support Blocks will be conducted by the most effective and cost-efficient method, including: virtually through remote network access, telephone conference calls, Internet (WebEx) demonstrations, or on-site consultants.

How do GIS Support Blocks work?

Once the GIS Support Block vehicle is in place, GISinc will provide the County with a single point-of-contact. GISinc will identify the support tasks and establish a communication plan for coordinating the activities of the task as well as status reporting. We will match the support task with the correct GISinc resource.

If a support task becomes large, GISinc may require using a management team. This function includes people, processes, and technology that are designed to make sure that the County receives outstanding value. Milestones and completion dates will be established for the Planning and Analysis, Client review, Design, Client review, Development, Testing, and Installation/Implementation phases of a large task or project. There are many tasks and risks that have the potential to derail a project. To manage this effort, larger tasks or projects that we execute are assigned a Project Coordinator or Technical Architect from GISinc.

II. Pricing & Acceptance

Prepaid blocks of hours can be purchased at the prices listed in Table 1 and volume discounts are included at each block level. Support block hours expire after 12 months from the date of signature. GISinc will invoice Kendall County, IL ("the County") for the full amount of the support block amount upon receiving the signed form.

You may indicate your acceptance of the above proposal and the attached Standard Terms and Conditions with a signature from authorized personnel at the County. Any technology licensing expenses or travel incurred by GISinc while performing GIS Support Block services for the County, which are pre-approved by the County, will be billed at actual costs .

Quotation Terms and Conditions

This quotation is valid for thirty (30) days from the date of Customer's receipt of this proposal unless otherwise stated and does not include shipping or tax unless otherwise stated. To the extent permitted by law, this quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase.

TABLE 1	
Price	**Block of Hours**
$5,000	30
$10,000	60
$15,000	95
$20,000	135
$25,000	175
$30,000	215
$50,000	370
$60,000	455
$75,000	585
$100,000	800

Standard Terms and Conditions

These standard terms and conditions ("Terms and Conditions") apply to any proposal, quotation and the resultant agreement relating to products and services sold by Geographic Information Services, Inc ("GISinc") to Kendall County, Illinois, a unit of local government ("Customer"). These Terms and Conditions, together with the proposal, shall constitute the entire agreement ("Agreement") between the parties.

These Terms and Conditions are governed by the terms of any applicable License Agreement for any incorporated software ("License Agreement"). Capitalized terms used and not otherwise defined herein shall have the respective meaning set forth in the License Agreement.

1. GENERAL PROVISIONS.

The Terms and Conditions of the proposal shall govern and control the terms of any purchase order or purchase confirmation form from the Customer. Customer acknowledges that GISinc has not authorized any of its sales agents or representatives to make any representations, warranties or agreements other than as set forth in the Agreement on behalf of, or to bind GISinc in any way. The proposal is valid for thirty (30) days from date of Customer's receipt of the proposal and unless otherwise stated.

2. SCOPE OF SERVICES.

During the term of the Agreement, GISinc shall furnish the services as set forth in the Proposal Agreement.

3. WORK PERFORMANCE.

GISinc agrees that all work performed hereunder shall be performed on a best effort basis by GISinc's staff having an appropriate experience and skill level, and in compliance with the Agreement.

4. TAXES.

Unless this Agreement specifies otherwise, the price included in the proposal does not include, and, to the extent required by law, Customer is liable for and shall pay, all taxes, impositions, charges, and exactions imposed on or measured by this Agreement. Prices shall not include any taxes, impositions, charges, or exactions for which Customer has furnished a valid exemption certificate or evidence of exemption.

5. CHANGES.

No changes, modification, amendment shall be binding upon the parties unless otherwise agreed to in writing by both parties.

appropriate change..

6. INVOICE AND PAYMENT.

Customer shall pay GISinc in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). GISinc will bill Customer monthly for all pre-approved travel expenses .

7. CANCELLATION.

Customer shall provide thirty (30) days written notice to GISinc prior to canceling an order. Customer will compensate GISinc for all authorized services satisfactorily performed through the cancellation date under the payment terms in section 6 of these Terms and Conditions. Upon receipt of a termination notice, GISinc. Shall take all reasonable steps to minimize the costs associated with termination of services. Customer shall not be liable for those costs and expenses resulting from GISinc's failure to mitigate such losses. Further, Customer shall not be liable for any other additional payments, penalties and/or early termination charges.

8. ASSIGNMENT.

Neither party shall assign any of its rights or interest in this Agreement or subcontract all or substantially all of its performance of this Agreement without the other party's prior written consent.

9. INDEMNITY.

GIS, Inc. shall indemnify, defend with counsel of Customer's choosing, and hold harmless the Customer, its officers and employees from and against damages, claims liabilities, fines, penalties and expenses (to include reasonable attorney's fees) due to its negligent acts, willful misconduct, errors or omissions of any GISinc employee during the performance of its obligations hereunder that arise out of (1) injuries or death to persons or damage to property, (2) services and/or deliverables agreed to under this order (3) violation of any federal, state, county or municipal laws.

GISinc's duty to defend and hold harmless Customer shall not apply to any liability claim for damages or injuries arising from or as a result of the negligence of Customer . Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Customer pursuant to this section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Customer's participate in its defense shall not remove GISinc's duty to indemnify, defend, and hold Customer harmless, as set forth above. Customer does not waive its defenses or immunities under the Local Government and Governmental Employees Tort

Immunity Act (745 ILCS 10/1 *et seq.*) by reason of this indemnification provision. Indemnification shall survive termination of this Agreement.

GISinc shall have no liability for any claim of infringement to the extent based on (1) the use of a superseded or altered version of any GISinc provided product or framework or (2) the combination, operation or use of the GISinc provided product with software, hardware or other materials not furnished or authorized to be used by GISinc.

10. WARRANTY.

GISinc warrants that it will perform the services in good faith and in conformance with professional industry standards. All GISinc employees, that work on the project, shall have the knowledge, education, training, skills and experience of the subject matter to which they will be performing services.

GISinc warrants the completed application against bugs and defects for a period of 30 days after acceptance. Ongoing support, functional enhancements, or performance issues caused by a change in the customer's IT environment are not included in the warranty. Coverage for these items will require a separate agreement.

11. FORCE MAJEURE.

Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, floods, earthquake, embargo, , and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.

12. SERVERABILITY.

If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect.

13. GOVERNING LAW.

This Agreement and any disputes arising out of, or relating to, this Agreement shall be governed by the laws of the State of Illinois without regard to the conflict of law rules thereof,.

14. DISPUTE RESOLUTION.

Customer and GISinc shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. If a claim is not resolved by negotiation within thirty (30) days of notification, either party is free to pursue any legal remedies at law or in equity. The parties agree that the venue for any legal proceedings between them shall be a court of competent jurisdiction in the State of Illinois.

15. OTHER.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Illinois without regard to conflicts of laws provisions thereof.

Non-Discrimination. GISinc., its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

Certification. GISinc. Certifies that GISinc., its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). GISinc. further certifies by signing the agreement that GISinc., its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. §1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has GISinc. Made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent or employee of the company been so convicted nor made such an admission. Conflict of Interest. Both parties affirm no officer or elected official of the Customer has a direct or indirect pecuniary interest in GISinc. or this Agreement, or, if any officer or elected official of Customer does have a direct or indirect pecuniary interest in GISinc. or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Both GISinc and Customer will comply with all laws applicable to the Agreement.

All notices given under the Agreement will be effective wen received in writing. Notices to the Customer and GISinc will be sent to the address provided in the proposal.

Changes to the Agreement must be in writing and must be signed by both parties.

16. COMPLETE AGREEMENT.

Customer acknowledges that it has read the Agreement, understands it and agrees to be bound by the Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Customer and GISinc related to the subject matter of this Agreement. No amendment or modification of this Agreement shall bind either party unless it is in writing and is signed by Customer's authorized representative and an authorized representative of GISinc.

Kendall County, IL

Support Block Amount: $ _____

Signature: _____

Name: _____

Title: _____

Date: _____

Geographic Information Services, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Comcast Public Hearing Language

SECTION 8: Enforcement of Franchise

8.1.   Notice of Violation or Default. In the event the County believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

8.2.   Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the County's written notice: (A) to respond to the County, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that the cure will be completed.

8.3.   Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 8.2 above, in the event the County determines that the Grantee is in default of any material provision of the Franchise, the County may

8.3.1.   seek specific performance of any provision that reasonably lends itself to such remedy or seek any other relief available at law, including declaratory or injunctive relief; or

8.3.2.   in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i)   The County shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the County has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The County shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii)   At the designated hearing, the County shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the County shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the County shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the County's decision.