



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute Task Order No. 2 with Environmental Systems Research Institute, Inc., of Redlands, for Phase II Data Integration and Model Building of a Geographical Information System (\$87,000)

MEETING DATE: October 2, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute Task Order No. 2 with Environmental Systems Research Institute, Inc., of Redlands, for Phase II Data Integration and Model Building of a Geographical Information System in an amount not to exceed \$87,000.

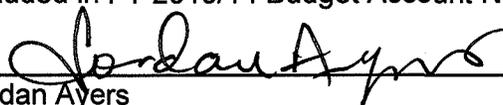
BACKGROUND INFORMATION: Staff is continuing the multi-phase project with Environmental Systems Research Institute, Inc. (ESRI) for the Electric Utility's (EU) geographical information system (GIS). Phase I, Data Collection and Migration to the ESRI platform, is complete. Task Order No. 2 for GIS Data Integration and Model Building will provide implementation of Phase II as outlined in Exhibit A of the attached agreement.

On November 21, 2012, City Council adopted the Master Services Agreement and Task Order No. 1 with ESRI for GIS Phase 1 Data Collection and Migration to the ESRI Platform at a cost of \$72,000. This was done with the intention of building a foundation to continue to expand EU's specific GIS needs.

Staff recommends City Council authorize the City Manager to execute Task Order No. 2 for Phase II Data Integration and Model Building of a GIS with ESRI, of Redlands.

FISCAL IMPACT: Implementation of GIS multi-phase project will provide cost savings through improved operational efficiency of the electrical system, increased safety, and create a more reliable electric system by mitigating electrical outages.

FUNDING AVAILABLE: Included in FY 2013/14 Budget Account No. 160612.7323



 Jordan Ayers
 Deputy City Manager/Internal Services Director



 Elizabeth A. Kirkley
 Electric Utility Director

PREPARED BY: Carl Wohl, Electrical Drafting Technician

EAK/JM/CW/1st

APPROVED: 

 Konradt Bartlam, City Manager



TASK ORDER NO. 2

Issued Under
Esri Agreement No. 2011C1482

In accordance with the terms and conditions of the above-referenced Agreement between **Environmental Systems Research Institute, Inc. (Esri)**, and the **City of Lodi (Licensee)**, 221 W. Pine Street, Lodi, CA, 95240 (Licensee Address), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. **Scope of Work:** See Exhibit 1, which is attached hereto and incorporated herein by this reference.

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

2. **Contract Type:** Firm Fixed-Price (FFP).
3. **Total Task Order Value: \$87,000** as detailed in the following table:

Tasks	Price
Task 1 – Final Data Assessment	\$20,180
Task 2 – Data Integration Process Development	\$38,720
Task 3 – Develop QA/QC Data Cleanup Plan and Process	\$14,900
Task 4 – Conduct Data Migration Technology Transfer and Training Workshop	\$13,200
Firm Fixed Price Total	\$87,000

4. **Licensee Address for the Receipt of Esri Invoices:** City of Lodi, Electric Utility Department, 1331 S. Ham Lane, Lodi, CA, 95242
5. **Delivery Schedule:** September 1, 2013 through December 31, 2013 or as otherwise mutually agreed between the parties in writing.

The tasks breakdown schedule is as shown below.

Task	Week 0	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12
Fully signed task order and purchase order													
Task 1 –Data Assessment													
Task 2 – Data Integration Process Development													
Task 3 – Develop QA/QC Data Cleanup Plan and Process													
Task 4 –Conduct Data Migration Technology Transfer and Training Workshop													
Project close													

6. **Special Considerations:** None.

7. **Esri Project Manager:** Bala Mullachery, Tel: (909) 793-2853, Ext. 1747, E-mail: bmullachery@esri.com

Esri Contract Administrator: M Carberry, Tel: (909) 793-2853, Ext. 3446, E-mail: mcarberry@esri.com

Licensee Project Manager: Carl Wohl, Tel: 209-333-6800 ext. 2547, cwohl@lodielectric.com

Licensee Contract Administrator: Danielle Rogers, Tel: 209-333-6800 ext. 2418, drogers@lodielectric.com

Licensee Accounts Payable Contact: Accounts Payable, Tel: 209-333-6721, Fax: 209-333-6795

ACCEPTED AND AGREED:

CITY OF LODI, a municipal corporation
(Licensee)

**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.**
(Esri)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: KONRADT BARTLAM

Printed Name: John Perry

Title: CITY MANAGER

Title: Contracts Manager – Esri Professional Services

Date: _____

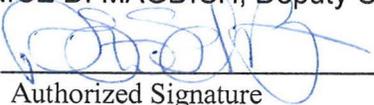
Date: _____

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER, City Attorney

JANICE D. MAGDICH, Deputy City Attorney

ATTEST:

By:  _____
Authorized Signature

By: _____
Authorized Signature

Date: _____

Printed Name: RANDI JOHL

Title: CITY CLERK

Date: _____



**Exhibit 1
Task Order No. 2
Issued under
Agreement No. 2011C1482**

Scope of Work

This scope of work covers the second phase of a 3-phase GIS implementation at Lodi Electric Utility. The three phases are:

- Phase 1 : **Preliminary GIS Implementation**
- Phase 2 : **GIS Data Integration and Cleanup**
- Phase 3 : **GIS Integration with other Systems**

Phase 2 of the project is expected to leverage the findings of Phase 1 in which the GIS implementation process was prototyped. The following is an overview of the anticipated activities of Phase 2.

- Finalize the data review which will include additional data sources that were not analyzed in Phase 1 and update the data model.
- Finalize the data integration processing tools and procedures.
- Finalize the QA/QC processing tools and data cleanup procedures.
- Conduct onsite data integration and QA/QC workshop,

Key Assumptions

This Scope of Work described herein is based on the following key assumptions:

- Unless otherwise specified, all work is anticipated to be performed at Esri's offices in Redlands, California.
- All onsite tasks will occur over consecutive business days. The definition of a business days is eight (8) hours.
- Timely review and acceptance of project deliverables by Lodi Electric Utility.
- ArcGIS version 10.1 or newer version will be implemented.
- Lodi Electric Utility shall be responsible for procuring and obtaining of all necessary software licenses, to support Lodi Electric Utility's onsite support activities.

Phase 2 Preliminary GIS Implementation

Task 1 – Final Data Assessment

This task will include finalizing the data assessment that was performed during Phase 1 and reviewing the additional data sources listed below, which will be provided by Lodi Electric Utility. It is understood that these sources will have some data content that can either be mapped and or linked into the ArcGIS MultiSpeak data model that was developed during Phase 1. During this task, Esri will conduct four (4) conference calls, one hour each in duration, via WebEx with Lodi Electric Utility to review the additional source data.

Based on the information discussed on the calls, Esri will update the source mapping matrix document and ArcGIS Electric MultiSpeak data model and provide to Lodi Electric Utility with a draft version of the source mapping matrix document and ArcGIS Electric MultiSpeak data model for its review. Lodi Electric Utility is responsible for reviewing the draft document and providing written consolidated comments to Esri within five (5) business days of receipt. Upon receipt of Lodi Electric Utility comments, Esri will lead a two (2) hour webcast via Adobe Connect (web conference) to review the comments. Upon completion of the webcast review, Esri will revise the source mapping matrix document and ArcGIS Electric MultiSpeak data model, as mutually agreed and submit a final version to Lodi Electric Utility. Lodi Electric Utility is responsible for reviewing and providing Esri with written acceptance of the source mapping matrix document and ArcGIS Electric MultiSpeak data model within five (5) business day of receipt.

The additional data sources are:

- Landbase Data – Esri file geodatabase format
- Data Line Database – Microsoft mdb format
- Ops Daily Log Database - Microsoft mdb format
- Work Order Log Database - Microsoft mdb format
- Service Tap Database - Microsoft mdb format
- Solar Database - Microsoft mdb format
- Fiber Cad Data – AutoCAD DWG format

Esri Deliverables:

- Prepare and deliver draft version of the final source data mapping matrix and ArcGIS Electric MultiSpeak data model to Lodi Electric Utility.
- Prepare and deliver final version of the final source data mapping matrix document and ArcGIS Electric MultiSpeak data model to Lodi Electric Utility.

Lodi Electric Utility Responsibilities:

- Ensure attendance and participation of appropriate staff in the conference call/WebEx session.
- Provide access to Lodi Electric Utility staff to address follow-up questions as required.
- Review draft source data mapping matrix, ArcGIS Electric MultiSpeak data model and provide written feedback within five (5) business days of receipt from Esri.
- Provide acceptance letter of the final source data mapping matrix and ArcGIS Electric MultiSpeak data model within five (5) business days of receipt from Esri.

Task 2 – Data Integration Process Development

Following the completion and acceptance of Task 1, Esri will continue its approach to migrate the Lodi Electric Utility AutoDesk CAD data and external data sources listed in Task 1 (above) into the ArcGIS platform.

Using the final version of the source data mapping matrix, and ArcGIS Electric MultiSpeak data model, finalized in Task 1, Esri will develop a final data migration tool design and workflows to account for the new data sources being added during Phase 2. Esri will provide Lodi Electric Utility with a draft version of the Phase 2 data migration tool design workflows and QA/QC Plan document to its review. Lodi Electric Utility is responsible for reviewing the draft document and providing written consolidated comments to Esri within five (5) business days of receipt. Esri will revise the data migration tool design workflows and QA/QC plan document, as mutually agreed and submit a final version. Lodi Electric

Utility is responsible for reviewing and providing Esri with written acceptance of the final data migration tool design workflows and QA/QC plan document within five (5) business day of receipt.

During this task Esri will configure data migration ModelBuilder tools using ArcGIS core geo-processing tools and ArcGIS Interoperability extension, develop/configure data cleanup tool(s) to execute in auto mode, and configure GIS Data Reviewer tools for data validation. These tools will be delivered to Lodi Electric Utility as part of Task 4 – Conduct Data Migration Technology Transfer and Training Workshop. The data migration tools will perform batch data migration and loading of AutoCAD DWG files/Transformer DB/Material DB/and additional source data items specified in the Task 1 – Final Data Assessment, attribute information in to ArcGIS MultiSpeak Electric data model. Once the data is migrated and executed with the connectivity cleanup tools, Esri will run custom configured GIS Data Reviewer QA/QC tools to identify anomalies related to the geodatabase integrity, geometry, connectivity, relationships, and attribute validation on the entire geodatabase. The errors identified will be summarized in to a QA/QC Report and delivered to Lodi Electric Utility for the potential manual cleanup and also will be recommended possible auto/mass correction using existing tools available within ArcGIS.

Lodi Electric Utility will package source data files and will either send them to Esri in a DVD or upload them into the Esri secured FTP site (as mutually agreed with Esri) five (5) business days before the data migration. The source data file package will include DWG files, Transformer DB, Material DB and additional source data specified in the Task 1 – Final Data Assessment. During the data migration, Esri will be communicating with Lodi Electric Utility through emails to clarify and resolve source data queries or issues found. Lodi Electric Utility will be responsible for reviewing and resolving these source data queries or issues within five (5) business days of receipt, unless Lodi Electric Utility and Esri agree to a longer period of time for issues that may require more time. The two days review and response requirement is intended to reduce delays caused by unresolved issues, which could ultimately affect the project schedule.

As part of this task, Esri will configure an ArcMap MXD file that symbolizes Lodi Electric Utility's electric facilities using symbology that cartographically resembles to the Lodi Electric Utility existing symbology. Esri will be leveraging the existing symbol libraries available in ArcGIS and will be performing minor adjustment to the symbology to create a comparable look and feel similar to the existing Lodi Electric Utility feature symbology.

Esri Deliverables:

- Draft and final data migration tool design workflows and QA/QC plan document.
- Migrated Geodatabase in ArcGIS Electric MultiSpeak data model.
- Configured ArcMap MXD file.
- QA/QC Reports.

Lodi Electric Utility Responsibilities:

- Review the draft data migration tool design workflows and QA/QC Plan and provide written consolidated comments to Esri within five (5) business days of receipt.
- Provide Esri with written acceptance of the final data migration tool design workflows and QA/QC plan within five (5) business days of receipt.
- Provide Source Data files (DWG, Transformer DB and Material DB and additional source data specified in the Task 1 – Final Data Assessment) to Esri five (5) business days before the migration process to Esri.
- Provide Esri with a response within five (5) business days to the clarifications, queries and issues raised by Esri during this task.

Assumptions:

- Esri will migrate and populate the source data attributes based on the Source Data Mapping Matrix, ArcGIS Electric MultiSpeak data model and approved by the Lodi Electric Utility during the Task1 – Final data assessment
- There is no manual data processing or connectivity cleanup to be performed by Esri included in this scope of work.

Task 3 – Develop QA/QC Data Cleanup Plan and Process

Esri will configure automated processes to perform data cleanup as mutually agreed. Some data conditions existing in the Autodesk environment will not be candidates for automated clean-up. They will need to be researched further by Lodi Electric Utility and manually cleaned up one-by-one using ArcMap. Such exceptions will be the responsibility of Lodi Electric Utility to clean-up. In support of the remaining clean-up effort, Esri will prepare a QA/QC report and define the manual ArcMap data editing (clean-up) process in a document containing the procedures to perform data clean-up that will address the following:

- Identify and report error types and locations
- Define ArcGIS Desktop procedures and editing tools that Lodi staff will follow correct data errors.
- Configure GIS Data Reviewer QA/QC processing tools that will validate and report on data quality as the system is maintained.

Esri will provide Lodi Electric Utility with a draft version of the QA/QC report and manual data editing (clean-up) process document to its review. Lodi Electric Utility is responsible for reviewing the draft document and providing written consolidated comments to Esri within five (5) business days of receipt. Esri will revise the QA/QC report and manual data editing (clean-up) process document, as mutually agreed and submit a final version. Lodi Electric Utility is responsible for reviewing and providing Esri with written acceptance of the QA/QC report and manual data editing (clean-up) process document within five (5) business day of receipt.

Esri Deliverables:

- Prepare and deliver draft version of the QA/QC report and manual data editing (clean-up) process document.
- Prepare and deliver final version of the QA/QC report and manual data editing (clean-up) process document.

Lodi Electric Utility Responsibilities:

- Review draft QA/QC report and manual data editing (clean-up) process document and provide written feedback within five (5) business days of receipt from Esri.
- Provide Esri with written acceptance of final QA/QC report and manual data editing (clean-up) process document within five (5) days of receipt from Esri.

Assumptions:

- Esri will be responsible for the development of the QA/QC report and manual data editing (clean-up) process document, but not the data cleanup itself. This will be the responsibility of Lodi Electric Utility.

Task 4 –Conduct Data Migration Technology Transfer and Training Workshop

During Task 4, an Esri senior technical lead will travel to Lodi Electric Utility offices in Lodi, California for two (2) business days to conduct a final data migration technology transfer and training workshop. The tools used for data migration and data loading, connectivity cleanup, and QA/QC tools created under Task 2 - Data Integration Process Development and Task 3 - Develop QA/QC Data Cleanup Plan and Process will be installed on up to five computers at Lodi Electric Utility offices. The workshop agenda will be circulated to Lodi Electric Utility five (5) days before the workshop start date. The following training will be conducted for up to five (5) Lodi Electric Utility staff during this technology workshop:

- Data migration model builder tools
- GIS data reviewer QA/QC configuration
- QA/QC report and manual data editing (clean-up) process

Esri Deliverables:

- Technology transfer workshop agenda.
- Two (2) days onsite Data Migration Technology Transfer and Training Workshop to train a maximum of five (5) Lodi Electric Utility technical staff on the following 3 major items:
 - Data Migration Model builder tools
 - GIS Data Reviewer QA/QC configuration
 - QA/QC Report and Manual data editing (cleanup) process

Lodi Electric Utility Responsibilities:

- Identify the technical staff to attend the technology transfer workshop, circulate the workshop agenda and ensure attendance and participation.
- Provide meeting facilities and necessary equipment to host workshop activities.

Assumptions:

- The technology workshop topics are limited to the Esri services performed in tasks 1 through 3 above. The workshop is not intended to cover other ArcGIS Desktop applications or geodatabase training.
- Esri will train Lodi Electric Utility technology staff on configuring new symbology in ArcGIS. The creation of the new symbology to match the Lodi Electric Utility existing symbology in AutoCAD is the responsibility of Lodi Electric Utility.



MASTER SERVICES AGREEMENT
(E115M 06/14/2010)

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

This Master Services Agreement ("Agreement") is entered into as of the 1 day of February, 2013, by and between **Environmental Systems Research Institute, Inc.** (hereinafter referred to as "Esri"), a California corporation with its principal place of business at 380 New York Street, Redlands, California 92373-8100, and **City of Lodi** (hereinafter referred to as "Licensee"), a municipal corporation with its principal place of business at 221 West Pine Street, Lodi, CA, 95240.

In consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

ARTICLE 1—DEFINITIONS

- i. "Task Order" means an order for professional services issued under this Agreement in substantially the same format as the sample task order form attached as Attachment A.
- ii. "Custom Software" means all or any portion of the computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under any Task Order, exclusive of Commercial off-the-Shelf Software, or COTS Software.
- iii. "Technical Data" means, without limitation, all technical materials including formula, compilations, software code or programs, methods, techniques, know-how, technical assistance, processes, algorithms, designs, data dictionaries and models, schematics, user documentation, training documentation, specifications, drawings, flowcharts, briefings, test or quality control procedures, or other similar information supplied or disclosed by Esri under any Task Order. Technical Data does not include COTS Software, COTS data, or COTS documentation, which must be licensed separately by Licensee under Esri's commercial Software license.
- iv. "Map Data" means any digital dataset(s) including geographic, vector data coordinates, raster, or associated tabular attributes supplied by either party for use in the performance of any Task Order.
- v. "Deliverables" means Custom Software, Technical Data, or Map Data specified for delivery or use by Licensee under a firm fixed price Task Order.
- vi. "Commercial off-the-Shelf Software" or "COTS Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri Web site or delivered on any media in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.
- vii. "Services" means consulting support being performed by Esri on a time and materials hourly basis in exchange for compensation from the Licensee.
- viii. "Services Output" means any tangible output produced as a result of the Services provided by Esri under this Agreement. Services Output can include, but is not limited to, reports, training materials, and Custom Software.

ARTICLE 2—TASK ORDERS AND PROJECT SCHEDULE

Esri shall provide Deliverables and/or Services as specified in a specific Task Order relating to the COTS Software identified in the Task Order.

Unless otherwise provided by Esri in writing, Esri's Contracts Manager for the Professional Services Division, John Perry, is authorized to agree to Task Orders. The following Licensee representatives are authorized to sign Task Orders and bind Licensee:

Department Heads, the City Manager and the City Council are authorized to approve and sign Task Orders up to their authority level according to the City of Lodi's purchasing policy that is in effect with Task Order is executed (LMC 2.12.060).

Each party may enter into Task Orders at its sole discretion and shall not have any obligation under a Task Order until it is signed by both parties.

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

The period of performance of each Task Order shall be specified in each Task Order.

ARTICLE 3—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Article 3, Esri or its licensors own and retain all right, title, and interest in the Deliverables and Services Output. This Agreement does not transfer ownership rights of any description in the Deliverables or Services Output to Licensee or any third party. Subject to the terms and conditions set forth in this Agreement and effective upon the transfer, by any means, of the Deliverables or Services Output to the Licensee, Esri hereby grants to Licensee a nonexclusive, worldwide license in the Deliverables or Services Output to use, modify, and reproduce the Deliverables or Services Output in connection with Licensee's authorized use of COTS Software. The license grant in the immediately preceding sentence does not apply to Map Data, which Licensee must separately and directly license from the vendor.

Licensee shall retain any patent, copyright, or trademark or proprietary notices on all items licensed under this Agreement and shall take other necessary steps to protect Esri's or its licensor's intellectual property rights.

ARTICLE 4—PATENTS AND INVENTIONS

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

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

Each party shall retain title to any Inventions made or conceived solely by its Inventors during the term of this Agreement, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Agreement. The parties shall jointly own any Inventions made or conceived jointly by Inventors from both parties.

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

Except as provided in the next paragraph, where an Invention is jointly owned, each party shall share equally the costs of acquiring protection for the Invention and furnish the other joint owner with assistance reasonably required for acquiring protection.

The acquisition or maintenance of protection shall not be abandoned by a joint owner (the "Assigning Owner") without giving the other joint owner (the "Beneficial Owner") an opportunity to intervene and acquire or maintain protection at the Beneficial Owner's expense. The Assigning Owner electing not to acquire or maintain protection on any Inventions in any country or countries shall assign such of its rights in such Inventions to the Beneficial Owner as is necessary to enable the Beneficial Owner to protect such Inventions in such country or countries at its expense and for its exclusive benefit. In such event, the Assigning Owner shall make available to the Beneficial Owner the Assigning Owner's Inventors and shall otherwise cooperate with the Beneficial Owner in order to assist the Beneficial Owner in protecting such Inventions. The Beneficial Owner shall reimburse the Assigning Owner for all reasonable out-of-pocket expenses incurred in rendering such assistance. If any such Inventions are so protected by the Beneficial Owner, then the Assigning Owner shall have a license with respect to the subject matter of such protected Inventions in such country or countries.

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

Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which shall not be unreasonably withheld by either party. However, either party may transfer such Inventions to its Affiliates for their internal use only. "Affiliate" shall mean the parent or subsidiary companies of a party or subsidiary companies to a party's parent provided there is more than fifty percent (50%) ownership of the subsidiary by the parent or party.

ARTICLE 5—CONFIDENTIALITY OF DELIVERABLES AND SERVICES OUTPUT

Except as required by California Public Records Act or as otherwise agreed in writing, the Deliverables and Services Output are Esri confidential information, and Licensee shall preserve and protect the confidentiality of said Deliverables and Services Output. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Deliverables or Services Output delivered only in object code, executable code, or formats subject to similar or greater means of access control (collectively, "Secure Formats"). For Deliverables or Services Output delivered in source code or other human-readable formats, Licensee shall have met its obligations under this Article if its disclosure of Deliverables or Services Output is limited to Deliverables or Services Output in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Deliverables or Services Output is withheld from such disclosure, and the person or entity in receipt of such Deliverables or Services Output similarly agrees not to perform such acts or allow others to do so.

Except as provided in the preceding paragraph, Licensee shall not disclose any Deliverables or Services Output to employees or third parties without the advanced written consent of Esri. However, Licensee may, without such consent, make such disclosures to employees as are reasonably required for the Licensee's authorized use of the COTS Software, provided that such disclosure is strictly limited to the portions of the Deliverables or Services Output needed for that purpose. The disclosures permitted under this paragraph shall not relieve Licensee of its obligation to maintain the Deliverables or Services Output in confidence and comply with all applicable laws and regulations of the United States.

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

ARTICLE 6—ACCEPTANCE

- A. For Time and Materials Task Orders.** Services are provided strictly on a time and materials basis subject to the task order not-to-exceed funding limit. The Services delivered will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Esri is notified otherwise by Licensee within ten (10) days after delivery.
- B. For Firm Fixed Price Task Orders.** Unless otherwise stated in a Task Order, Deliverables for fixed price Task Orders shall be categorized as follows:
- i. "DELIVERABLE ACCEPTED" means a Deliverable conforming to applicable Task Order(s) with no more than minor nonconformities. Licensee shall complete its acceptance review within ten (10) working days of receiving each Deliverable.
 - ii. "DELIVERABLE ACCEPTED WITH REWORK" means a deliverable substantially conforming to applicable Task Order(s), but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri shall rework the Deliverable for the identified nonconformities and resubmit it within thirty (30) days. Licensee will rerun its acceptance review for the nonconformities detected in the initial review within ten (10) working days of such resubmission and will reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
 - iii. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri shall rework the Deliverable and resubmit it to Licensee within thirty (30) days, at which time Licensee shall have ten (10) working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Unless otherwise stated in a Task Order, Licensee agrees it shall not use any Deliverable in its business operations before acceptance as described in B.i. or B.ii. If Esri does not receive within ten (10) working days after delivery written notice that the Deliverable is "ACCEPTED WITH REWORK" or "REJECTED" in accordance with B.ii. or B.iii., or if Licensee uses the Deliverable in its business operations, the Deliverable shall be deemed, as of the first to occur of either of these events, to have been accepted.

ARTICLE 7—CHANGES TO SCOPE OF WORK

Licensee may, at any time, request changes within the general scope of an open Task Order. If the parties agree to such changes and such changes cause an increase or decrease in the cost or time required to provide a Deliverable under any Task Order (regardless of whether the Deliverable itself is changed), an equitable adjustment in the price or schedule, or both, shall be made, and this Agreement shall be modified accordingly in writing and signed by both parties.

ARTICLE 8—COMPENSATION; INVOICES

- A. **For Time and Materials Task Orders.** Esri shall prepare and submit to Licensee written monthly invoices showing the compensation due for work performed, including travel time, under Task Orders to the Licensee address listed on the Task Order. The amount invoiced will be equal to the number of hours expended during the previous month multiplied by the rates for labor categories set forth in Attachment B, plus other burdened direct costs (ODCs), such as travel-related expenses. Meals and incidental expenses will be invoiced on a "per diem" basis in accordance with the limits stated in the most current Federal Travel Regulations.

Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. In the event Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Licensee may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

- B. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri shall prepare and submit monthly invoices based on the percent complete for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- C. **Payment.** Licensee shall pay each invoice no later than thirty (30) days after receipt thereof. Payment shall be made to the Esri address identified on original Esri invoices.

ARTICLE 9—LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

A. For Time and Materials Task Orders

- i. **Limited Warranty.** Esri warrants that for a period of thirty (30) days from the date of acceptance that the Services will conform to the professional and technical standards in the software industry. During the limited warranty period, Licensee may require Esri to reperform the Services, at no additional cost to the Licensee, which do not substantially conform to such standards. Services Output is provided "AS IS" without warranty of any kind.

ii. **Disclaimer of Warranties**

- (a) WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION A.i. OF THIS ARTICLE 9, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. For Firm Fixed Price Task Orders

- i. **Limited Warranty.** Esri warrants that for a period of thirty (30) days after acceptance of a Deliverable that the Deliverable will conform, in a manner consistent with professional and technical standards in the software industry, with the applicable written specifications that are included in, or delivered by Esri pursuant to, the corresponding Task Order.

ii. **Disclaimer of Warranties**

- (a) WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION B.i. OF THIS ARTICLE 9, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER OBLIGATIONS TO CORRECT OR REPLACE DELIVERABLES AND OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION: (i) ANY WARRANTY THAT DELIVERABLES ARE ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; WILL OPERATE WITHOUT INTERRUPTION; ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED; (ii) ANY WARRANTY THAT THE DELIVERABLES ARE DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY DAMAGE OR ENVIRONMENTAL DAMAGE (ANY SUCH USE BY LICENSEE SHALL BE AT LICENSEE'S OWN RISK AND COST); (iii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

- C. **Map Data Disclaimer.** ESRI DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY LICENSEE OR ESRI, OR THE VENDORS OF EITHER OF THEM. IF SUPPLIED BY ESRI OR ITS VENDORS, ESRI BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET LICENSEE'S NEEDS OR EXPECTATIONS. ESRI IS NOT INVITING RELIANCE ON MAP DATA, AND LICENSEE SHOULD ALWAYS VERIFY ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

ARTICLE 10—LIMITATION OF LIABILITY

- A. **Disclaimer of Certain Types of Liability.** IN NO EVENT SHALL ESRI OR ITS LICENSOR(S) BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES OR SERVICES OUTPUT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.
- B. **General Limitation of Liability.** IN NO EVENT WILL ESRI'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES OR SERVICES OUTPUT, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO ESRI BY LICENSEE FOR THE DELIVERABLES OR SERVICES OUTPUT FROM WHICH THE LIABILITY DIRECTLY AROSE. THIS LIMITATION WILL NOT APPLY TO CLAIMS BY THE CLIENT FOR BODILY INJURY OR DAMAGE(S) TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, FOR WHICH ESRI IS LEGALLY LIABLE OR FOR ERRORS AND OMISSIONS COVERED BY ESRI'S INSURANCE TO THE EXTENT OF THE VALUE OF THE INSURANCE COVERAGE REQUIRED BY ATTACHMENT C.
- C. **Applicability of Disclaimers and Limitations.** Licensee agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether Licensee has accepted the Deliverables, or any other product or service delivered by Esri. The parties agree that Esri has set its prices and entered into this Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose or cause consequential loss), and that the same form an essential basis of the bargain between the parties.

ARTICLE 11—EXPORT CONTROL REGULATIONS

Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, transfer, or release COTS Software, Services Output, or Deliverables in whole or in part, to (i) any U.S. embargoed country (or to a national or resident of any U.S. embargoed country); (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to U.S. export laws as they may occur from time to time.

ARTICLE 12—TERM AND TERMINATION

- A. **Term.** Unless terminated earlier pursuant to Sections B, C, or D of this Article, the term of this Agreement shall expire upon the later to occur of (i) the delivery of the last scheduled Deliverable or Service as specified in the Task Orders executed under this Agreement or (ii) the expiration of a two (2)-year period commencing on the effective date of this Agreement. This Agreement may be extended by the mutual written agreement of both parties.
- B. **Termination for Convenience by Licensee.** Licensee may terminate this Agreement or any Task Order at any time on thirty (30) days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable termination expenses and the pro rata contract price for the Task Orders affected.

- C. **Termination for Cause by Licensee.** Licensee shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Agreement or any Task Order for any material breach of this Agreement by Esri that is not cured within fifteen (15) days of receipt by Esri of a notice specifying the breach and requiring its cure.
- D. **Termination for Cause by Esri.** Esri may terminate this Agreement immediately upon written notice to Licensee in the event that one or more of the following occur:

Insolvency of Licensee

- i. Licensee becomes insolvent, ceases to pay its debts in the ordinary course of business, is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors;
- ii. A trustee or receiver is appointed for any or all of Licensee's assets;
- iii. Any bankruptcy or insolvency proceeding under any federal or state bankruptcy or insolvency code, or similar law, whether voluntary or involuntary, is commenced by or against Licensee;
- iv. Licensee is dissolved or liquidated;
- v. There is any
 - a. Material change in the management or control of Licensee;
 - b. Transfer of any substantial part of Licensee's business; or
 - c. Bulk transfer by Licensee pursuant to the Uniform Commercial Code or similar law.

Default or Breach by Licensee

- vi. Licensee defaults under this Agreement three (3) or more times within any six (6)-month period, regardless of whether such defaults are cured;
- vii. Licensee engages in the unauthorized use of the COTS Software;
- viii. Licensee engages in the unauthorized use, reproduction, or disclosure of Deliverables or Services Output;
- ix. Licensee breaches any provision of this Agreement and there is no possibility of cure;
- x. Licensee fails to pay after ten (10) days' written notice the amounts due to Esri pursuant to the "Compensation; Invoices" Article 8 of this Agreement.

E. Obligations upon Termination

- i. Upon termination by Esri, all outstanding Task Orders shall be subject to cancellation, acceptance, or rejection, at the sole discretion of Esri.
- ii. In the event of termination by Esri pursuant to Subsections v–x of Section D of this Article, the due dates of all invoices for amounts owed by Licensee to Esri shall be accelerated automatically so that such amounts become due and payable on the effective date of the termination, regardless of the payment term provisions set forth in this Agreement.
- iii. Upon termination of this Agreement, the parties shall have no further obligations pursuant to its terms, except that Articles 1, 4, 5, 8, 9.A.ii., 9.B.ii., 9.C., 10–14, 17, and 20–27 shall survive termination. Unless Licensee has materially breached its obligations under this Agreement, Articles 3, 9.A.i., and 9.B.i. shall also survive termination. Except where specifically stated otherwise, any current or future cause of action or claim of one party because of any breach or default of the other party and any accrued license rights shall survive to the degree necessary to permit the complete fulfillment or discharge of the cause of action.

ARTICLE 13—RESTRICTIONS ON SOLICITATION

Licensee shall not solicit for hire any Esri employee who is associated with efforts called for under this Agreement during the term of this Agreement and for a period of one (1) year thereafter. In the event the foregoing provision is breached, Licensee shall pay Esri liquidated damages for recruiting and training costs equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision. The foregoing shall in no way restrict Licensee from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

ARTICLE 14—TAXES

Values specified in Task Orders are exclusive of state, local, and other taxes or charges (including, without limitation, custom duties, tariffs, and value-added taxes, but excluding income taxes payable by Esri). In the event such taxes or charges become applicable to Deliverables or Services Output, Licensee shall pay any such taxes upon receipt of written notice that they are due.

ARTICLE 15—INDEPENDENT CONTRACTOR

Esri is, and at all times will be, an independent contractor. Nothing in this Agreement shall be deemed to create an employer/employee, principal/agent, or joint venture relationship. Neither party has the authority to enter into any contracts on behalf of the other party or otherwise act on behalf of the other party.

ARTICLE 16—FORCE MAJEURE

If the performance of this Agreement, or any obligation except the making of payments, is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference.

ARTICLE 17—NOTICE

All notice required by this Agreement shall be in writing to the parties at the following respective addresses, or to such other address as a party may subsequently specify in a notice provided in the manner described in this Article, and shall be deemed to have been received (i) upon delivery in person; (ii) upon the passage of three (3) days following post by first class registered or certified mail, return receipt requested, with postage prepaid; (iii) upon the passage of two (2) days following post by overnight receipted courier service; or (iv) upon transmittal by confirmed e-mail or facsimile, provided that if sent by e-mail or facsimile, a copy of such notice shall be concurrently sent by U.S. certified mail, return receipt requested and postage prepaid, with an indication that the original was sent by e-mail or facsimile and the date of its transmittal:

Licensee: Office of the City Attorney
City of Lodi
221 West Pine Street
Lodi, CA 95240

Esri: Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
USA
Project/Technical Notice—Attn.: John Perry,
Contracts Manager – Esri Professional Services Division
Tel.: 909-793-2853, extension 1133
Fax: 909-307-3034
Legal Notice—Attn.: Contract Manager
Tel.: 909-793-2853, extension 1133
Fax: 909-307-3020
With a copy to John Perry, Contracts Manager – Esri Professional Services Division

Notice for non-U.S. Licensees shall be deemed to have been received (i) upon delivery in person; (ii) upon the passage of seven (7) days following post by international courier service with shipment tracking provisions; or (iii) upon transmittal by confirmed e-mail or facsimile, provided that if sent by e-mail or facsimile, a copy of such notice shall be concurrently sent by receipted international courier service, with an indication that the original was sent by e-mail or facsimile and the date of its transmittal.

ARTICLE 18—ASSIGNMENT AND DELEGATION

Esri may, in whole or in part, assign any of its rights or delegate any performance under this Agreement, provided that Esri shall remain responsible for the performance it delegates. This Agreement binds and benefits successors or assigns permitted under this Article 18.

ARTICLE 19—SUCCESSOR AND ASSIGNS

Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without Esri's prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

ARTICLE 20—IMPLIED WAIVER

The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

ARTICLE 21—SEVERABILITY

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

ARTICLE 22—COUNTERPARTS

This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

ARTICLE 23—ORDER OF PRECEDENCE AND AMENDMENTS

The terms and conditions of this Agreement and executed Task Orders supersede any terms and conditions outlined in any ordering or authorizing documents of Licensee such as purchase orders. In the event of a conflict between this Agreement and an executed Task Order, the Task Order shall govern. Any additional terms or conditions in ordering or authorizing documents of Licensee, modifications, or amendments to this Agreement must be in writing and signed by an authorized representative of each party to be binding.

ARTICLE 24—EQUITABLE RELIEF

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

ARTICLE 25—CLAIM MUST BE FILED WITHIN ONE (1) YEAR

Any claim related to this Agreement or the Services or Deliverables may not be brought unless brought within one (1) year. The one (1)-year period begins on the date when a party knew or should have known of the claim. If it is not filed during the one (1)-year period, then that claim is permanently barred. This applies to Licensee and Licensee's successors and/or assigns. It also applies to Esri and/or Esri's successors and assigns.

ARTICLE 26—INSURANCE

Esri will maintain the insurance coverages stated in Attachment C – Insurance Requirements for Consultant during the term of this Agreement.

ARTICLE 27—GOVERNING LAW AND ARBITRATION

- A. Licensees in the United States of America, Its Possessions, and Territories.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles. Except as provided in Article 24, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If Licensee is a U.S. Government agency, this Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601–613), in lieu of the Arbitration provisions of this clause.
- B. All Other Licensees.** All disputes arising in connection with the present Agreement that cannot be settled through negotiation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said Rules. The language of the arbitration shall be in English. The place of the arbitration shall be a mutually agreed location. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the material aspects of the dispute.

ARTICLE 28—ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements, written or oral, between the parties relating to such subject matter.

The parties acknowledge that they have read and understand this Agreement and agree to be bound by its terms and conditions. The undersigned hereby acknowledges and represents that he/she has the authority to bind his/her organization to these terms and conditions. An executed Agreement shall constitute a duplicate if it is transmitted through electronic means, such as fax or e-mail, and reflects the signing of the document by the Licensee. Duplicates are valid and binding even if the original paper document bearing Licensee's original signature is not delivered.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

CITY OF LODI, a municipal corporation
(Licensee)

By: 
Authorized Signature

Printed Name: KONRADT BARTLAM

Title: CITY MANAGER

Date: 2/1/13

**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.**
(Esri)

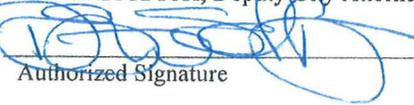
By: 
Authorized Signature

Printed Name: William C. Fleming
Managing Business Attorney

Title: _____

Date: JUN 05 2012

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

By: 
Authorized Signature

Date: Feb 1, 2013

ATTEST:
By: 
Authorized Signature

Printed Name: RANDI JOHL

Title: CITY CLERK

Date: 2/1/13

Attachments

Attachment A—Sample Task Order (Scope of Work and Pricing Summary)

Attachment B—Time and Materials Rate Schedule

Attachment C – Insurance Requirements

ATTACHMENT A
SAMPLE TASK ORDER
 Esri Agreement No. 2011C1482
 Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. (Esri), and _____ (Licensee), _____ (Licensee Address), this Task Order authorizes preparation and provision of the Services Output and/or Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

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

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

2. Contract Type [Firm Fixed-Price (FFP) or Time and Materials (T&M)]:
3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
4. Licensee Address for the Receipt of Esri Invoices:
5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
6. Special Considerations:
7. Esri Project Manager: (insert name, telephone, fax, and e-mail address)
 Esri Senior Contract Administrator: (insert name, telephone, fax, and e-mail address)
 Licensee Project Manager: (insert name, telephone, fax, and e-mail address)
 Licensee Senior Contract Administrator: (insert name, telephone, fax, and e-mail address)
 Licensee Accounts Payable Contact: (insert name, telephone, fax, and e-mail address)

ACCEPTED AND AGREED:

 (Licensee)
 Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

ENVIRONMENTAL SYSTEMS
 RESEARCH INSTITUTE, INC.
 (Esri)
 Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

APPROVED AS TO FORM:
 D. STEPHEN SCHWABAUER, City Attorney
 JANICE D. MAGDICH, Deputy City Attorney

By: _____
 Authorized Signature
 Date: _____

ATTEST:
 By: _____
 Authorized Signature
 Printed Name: RANDI JOHL
 Title: CITY CLERK
 Date: _____

**ATTACHMENT B
TIME AND MATERIALS RATE SCHEDULE**

Effective January 1, 2012

Hourly time and materials labor rates have been provided for each labor category for calendar year 2012. The hourly labor rates for services that are performed after 2012 may be escalated in an amount not to exceed five percent (5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

GIS Technical Specialist/Engineer (S1)

Hourly Rate: \$184

Staff members in this labor category work collaboratively with software designers to perform software coding and the writing of software documentation according to design specifications developed by senior technical staff described below. As a group, these staff members are experienced in the coding of software and the creation of digital databases, as well as in software development associated with Esri's commercial off-the-shelf (COTS) software products; web, desktop, or server software development languages; geospatial data formats; and other technologies. These individuals also develop effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

GIS System/Software Developer (S2)

Hourly Rate: \$238

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

Senior GIS System/Software Architect (S3)

Hourly Rate: \$292

Staff members in this labor category provide the overall technical vision and system architecture for large, complex systems. They support the application of sound software engineering principles and life cycle methodologies to programs/projects. These individuals are actively involved in systems architecture design, application software design, database process design, and the directing of coding development including the supervision of design and code reviews. These staff members may serve as principal investigators in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of geographic information system (GIS) applications and related information technologies and may also provide specific expertise in areas such as web-based software applications, service-oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient with Esri COTS software products; software and database design methodologies; web, desktop, and server software development languages; geospatial data formats; and other technologies.

GIS Consultant/Project Manager (M1)

Hourly Rate: \$224

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

Senior GIS Consultant/Project Manager (M2)

Hourly Rate: \$283

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

Principal GIS Consultant/Program Manager (M3)

Hourly Rate: \$373

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

GIS Database Specialist/Analyst (DB)

Hourly Rate: \$155

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

ATTACHMENT C INSURANCE

Insurance Requirements for Consultant The Consultant shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Consultant and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Consultant's operations under this contract, whether such operations be by Consultant or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**

\$1,000,000 Ea. Occurrence
\$2,000,000 Aggregate

2. **COMPREHENSIVE AUTOMOBILE LIABILITY**

Proof of coverage with limits not less than \$1,000,000 combined single limit and naming the CITY, by separate endorsement, as an additional insured.

3. **PROFESSIONAL ERRORS AND OMISSIONS**

Not less than \$50,000 per Claim./\$1,000,000 Aggregate. Certificate of Insurance only required.

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage for at least two (2) years after termination or expiration of this Agreement.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

(a) **Additional Named Insured Endorsement**

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies. The Consultant may provide confirmation of blanket endorsements in satisfaction of this requirement.)

(b) **Primary Insurance Endorsement**

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) **Severability of Interest Clause**

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) **Notice of Cancellation or Change in Coverage Endorsement**

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage (10 days in case of cancellation for non-payment of premium) to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. The Consultant may provide confirmation of blanket endorsements in satisfaction of this requirement.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage (10 days in case of cancellation for non-payment of premium) to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

RESOLUTION NO. 2013-168

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE TASK ORDER NO. 2 WITH
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., OF
REDLANDS, FOR DATA INTEGRATION AND MODEL BUILDING
OF A GEOGRAPHICAL INFORMATION SYSTEM

=====

WHEREAS, on November 21, 2012, the City Council authorized the City Manager to execute a Master Services Agreement and Task Order No. 1 with Environmental Systems Research Institute, Inc. (ESRI) to provide geographical information system services for Phase I Data Collection and Migration to the ESRI software platform with the intention of building a foundation to continue to expand the Electric Utility's (EU) specific GIS needs; and

WHEREAS, the GIS project for the EU is a continuing multi-phase project with Phase I Data Collection and Migration to ESRI platform complete; and

WHEREAS, Task Order No. 2 for GIS Data Integration and Model Building will provide implementation of Phase II as outlined in the agreement; and

WHEREAS, staff recommends City Council authorize the City Manager to execute Task Order No. 2 for Phase II Data Integration and Model Building of a GIS with ESRI, of Redlands.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Task Order No. 2 with Environmental Systems Research Institute, Inc., of Redlands, for Phase II Data Integration and Model Building of a Geographical Information System in an amount not to exceed \$87,000.

Dated: October 2, 2013

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I hereby certify that Resolution No. 2013-168 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 2, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, and
Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Johnson

ABSTAIN: COUNCIL MEMBERS – None


JENNIFER M. ROBISON
Assistant City Clerk