

**Additional ESRI Editor Term License(s) for GIS-Mo**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THURSTON COUNTY AND  
COUNTY ROAD ADMINISTRATION BOARD**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the **Thurston County** (hereinafter referred to as “COUNTY”), whose address is 9605 Tilley Rd S., Olympia, WA 98512, and the **County Road Administration Board** (hereinafter referred to as “CRAB”), whose address is 2404 Chandler Ct SW, Olympia, WA 98502.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which CRAB will procure ESRI Editor Term License(s) on behalf of the COUNTY for use in the GIS-Mo system.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for not longer than **June 2022**.

4. **Responsibilities of COUNTY.** COUNTY will be responsible for the cost of the number of ESRI Editor Term License(s) by COUNTY in this agreement. Cost of ESRI Editor Term License(s) will be invoiced by CRAB in **June 2022**. This invoice will be processed within 30-days of receipt within the processes set forth by the counties’ accounts payable process.

6. **Responsibilities of CRAB.** CRAB will procure ESRI Editor Term License(s) for COUNTY to use in GIS-Mo system, including CRAB GIS Portal, CRAB Roads and Highways, CRAB ESRI Collector Apps. CRAB will invoice the COUNTY in **June 2022** for the cost of ESRI Editor Term Licenses listed below in section 8 plus 9.4% sales tax.

7. **General Provisions**

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Washington. The courts of the State of Washington shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be any court of competent jurisdiction in Thurston County, Washington.

**C. Entirety of Agreement.** This MOU consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**D. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**E. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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**8. ESRI Licenses.** This table indicates the number of ESRI licenses COUNTY authorizes CRAB to purchase on its' behalf:

FIRST NAME	LAST NAME	TITLE	EMAIL	PHONE
Vasile	Borota	Tech Support	<a href="mailto:vasile.borota@co.thurston.wa.us">vasile.borota@co.thurston.wa.us</a>	360-867-2336
Matt	Unzelman	Traffic Manager	<a href="mailto:matt.unzelman@co.thurston.wa.us">matt.unzelman@co.thurston.wa.us</a>	360-867-2335
Becky	Conn	Traffic Engineer	<a href="mailto:becky.conn@co.thurston.wa.us">becky.conn@co.thurston.wa.us</a>	360-867-2349
Brandi	Schroeder	Tech Engineer	<a href="mailto:brandi.schroeder@co.thurston.wa.us">brandi.schroeder@co.thurston.wa.us</a>	360-867-2346

Total # ESRI Editor Term License(s): four (4)

Price per License: \$203.00

Sales Tax (9.4%): \$ 76.33

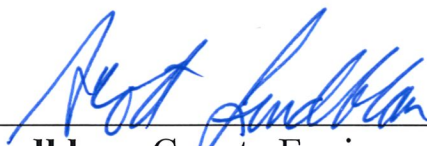
Total Cost: \$888.33

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9. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**Thurston County**

  
\_\_\_\_\_  
Scott Lindblom, County Engineer  
11/29/2021  
Date

**County Road Administration Board**

  
\_\_\_\_\_  
Tommy A. Weed, Information Technology Director  
12/1/21  
Date

RECEIVED

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Contract Number: 034-2021-055

Project Title/#: MOU with CRAB for Addtl ESRI Editor Term Licenses for GIS-Mo

**CONTRACT REVIEW  
BUDGET SHEET**

Contract Initiator or Finance Manager - Complete the Budget Information below:

Finance Staff - enter data into MUNIS:

**Budget Information:**

Org	Object	Project (if any)
1190R015	535000	

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**Munis Contract Entry Information:** (For Accounting Use)

X	Type	X	Status	Budget Activity Code			
	Contract		Encumbered	X	34ES		34SW
	On Call		Non-Encumbered		34FS		34TR
	To be rolled		Amounts by Segments		34N		34PK
X	Purchase Order				34PM		34UT
					34RD		34WR

Amount to Encumber \$  
(if less than entire amount)

Notes: