

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN [agency]
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 _____ (hereinafter referred to as "COUNTY") , whose address is _____, 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 May 31st, 20xx .

4. Responsibilities of COUNTY. COUNTY will be responsible for cost of number of ESRI Editor Term License(s) by COUNTY in this agreement. Cost of ESRI Editor Term License(s) will be withheld from CAPA distribution in June, 20xx per WAC 136-300-070(1).

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.

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 State . The courts of the State of Washington State shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Thurston County, Washington State .

C. Entirety of Agreement. This MOU, consisting of four, 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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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.

{name} County

{name}, County Engineer

Date

County Road Administration Board

Eric Hagenlock, Information Services Division Manager

Date