

**AGENDA PLACEMENT FORM**

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 19 August 2024

Meeting Date: 26 August 2024

Submitted By: Dan Milam

Department: Information Technology

Signature of Elected Official/Department Head:

*Dan Milam*

<b>Court Decision:</b> <small>This section to be completed by County Judge's Office</small>
 <b>August 26, 2024</b>

**Description:**

Request consideration and approval for customer addendum to purchase order to DIR Contract No. DIR-CPO-4699.

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(May attach additional sheets if necessary)

**Person to Present:** Dan Milam

(Presenter must be present for the item unless the item is on the Consent Agenda)

**Supporting Documentation:** (check one)     PUBLIC     CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

**Estimated Length of Presentation:** 5 minutes

**Session Requested:** (check one)

Action Item     Consent     Workshop     Executive     Other \_\_\_\_\_

**Check All Departments That Have Been Notified:**

County Attorney     IT     Purchasing     Auditor

Personnel     Public Works     Facilities Management

Other Department/Official (list) \_\_\_\_\_

**Please List All External Persons Who Need a Copy of Signed Documents  
In Your Submission Email**

### Texas DIR-CPO-4699 Customer Addendum to Purchase Order

Pursuant to Section 10.12 (“Limitation of Liability”) of Appendix A to the DIR Contract No. DIR-CPO-4699, the parties agree to the following:

#### Limitation of Liability

- A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.
- B. Successful Respondent’s liability for damages in any claim or cause of action arising under or related to the Purchase Order or quotation shall not exceed two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order. If included in a quotation, such term shall not be valid unless it is attached to or incorporated by reference into the corresponding Purchase Order.
- C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent’s liability contained herein or in a Purchase Order shall not apply to: claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract, except as allowed by subsection 10.12(D) below; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.
- D. Successful Respondent’s liability to for damages in any claim or cause of action arising under or related to the Purchase Order or quotation for indemnification requirements under Section 10.1.1(A)(iii); shall not exceed (i) \$1 million or (ii) two-times the total value of the Purchase Order, whichever is greater. Such limitation shall be distinct and calculated separately from any limitation included in such Purchase Order or quotation pursuant to Section 10.12(B) above. Such term shall not be valid unless it is stated on a standalone page signed by both parties and attached to or incorporated by reference into the corresponding Purchase Order. CUSTOMER SHOULD CONSULT WITH LEGAL COUNSEL AND CAREFULLY CONSIDER POTENTIAL RISKS ASSOCIATED WITH A DATA BREACH TO DETERMINE LIMITATIONS APPROPRIATE FOR SUCH PURCHASE ORDER OR QUOTATION.

The parties may sign this Addendum in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Addendum is executed and effective as of the date of Customer signature below.

The authorized representatives of each party accept and agree to the terms of this Addendum by signing below:



Johnson County  
(Customer) 2 N. Main, Rm 120  
Legal Address: Cleburne, Tx 76033  
By: *Christopher Boedeker*  
Authorized Signature  
Printed Name: Christopher Boedeker  
Title: County Judge  
Date: 08-26-2024

ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE, INC. (Esri)  
380 New York Street, Redlands, CA 92373-8100  
By: *Tamisa Greening*  
Authorized Signature  
Printed Name: Tamisa Greening  
Title: Managing Attorney, Contracts & Legal






# Misc Sales Agmt - Addendum to DIR POs

Final Audit Report

2022-08-09

Created:	2022-08-09
By:	Roanan Harris (rharris@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsCnk-twBhE4LIXHYNsYxowQ6OvzefkX

## "Misc Sales Agmt - Addendum to DIR POs" History

-  Document created by Roanan Harris (rharris@esri.com)  
2022-08-09 - 9:25:02 PM GMT- IP address: 13.110.74.8
-  Document emailed to Tamisa Greening (tgreening@esri.com) for signature  
2022-08-09 - 9:25:40 PM GMT
-  Email viewed by Tamisa Greening (tgreening@esri.com)  
2022-08-09 - 9:30:15 PM GMT- IP address: 198.102.58.250
-  Document e-signed by Tamisa Greening (tgreening@esri.com)  
Signature Date: 2022-08-09 - 9:32:10 PM GMT - Time Source: server- IP address: 198.102.58.250
-  Agreement completed.  
2022-08-09 - 9:32:10 PM GMT