



Chandler - Arizona
Where Culture Meets The Highways

**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

20

2. Council Meeting Date:

February 26, 2015

TO: MAYOR & COUNCIL

3. Date Prepared: February 9, 2015

THROUGH: CITY MANAGER

4. Requesting Department: City Manager

5. SUBJECT: Agreement with Environmental Systems Research Institute (ESRI)

6. RECOMMENDATION: Staff recommends City Council approve Agreement No. 2015ELA60 for GIS products with ESRI in the amount of \$352,000 over a three (3) year period.

7. HISTORICAL BACKGROUND/DISCUSSION: The City's Geographic Information System (GIS) is based on ESRI GIS products. Several years ago, the City expanded its use of these products in current and planned City applications. This expansion of GIS services resulted in a need for additional product licenses. Rather than continue to purchase licenses and maintenance for each application, the City consolidated all GIS software needs citywide into an Enterprise License Agreement (ELA). Through this agreement, the City has incurred a lower cost-per-unit for licensed software. A City GIS Advisory team recommended this purchase and the Information Technology Oversight Committee approved the recommendation in 2009. The ELA allows City departments to deploy software products from the GIS as needed to support its growth. The GIS Advisory Committee considers each request for additional software installations to determine validity and also monitors software installed to not adversely affect future costs of the ELA. Since the purchase of the ELA our cost savings and use of the product have continually given the City a good return on their investment.

8. EVALUATION PROCESS: Staff negotiated a three-year ELA with ESRI since they are the sole provider of their GIS products and the City's GIS is based on the ESRI GIS products. The annual cost includes products, annual maintenance and user conference registrations. The annual cost for each of the three years of the agreement is as follows:

Year One	\$110,000	March 12, 2015 – March 11, 2016
Year Two	\$121,000	March 12, 2016 – March 11, 2017
Year Three	<u>\$121,000</u>	March 12, 2017 – March 11, 2018
	<u>\$352,000</u>	

9. FINANCIAL IMPLICATIONS:

Fund Source:

<u>Acct. No.</u>	<u>Fund Name</u>	<u>Amount</u>
101.1200.5419.000000	General Fund	\$352,000

10. PROPOSED MOTION: Move to approve Agreement No. 2015ELA60 with ESRI for GIS products in the amount of \$352,000 over a three (3) year period.

APPROVALS

11. Requesting Department

Rachelle Faherty

Rachelle Faherty, IT Applications Support Manager

12. Department Head

Steven Philbrick

Steven Philbrick, Chief Information Officer

13. Procurement Officer

Carolee Stees

Carolee Stees, CPPB

14. City Manager

Rich Dlugas

Rich Dlugas



ENTERPRISE AGREEMENT
(E512GM 10/15/2014)

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

Agreement No. 2015ELA60

This Enterprise Agreement including the documents listed below (collectively, "Agreement" or "EA") is between **City of Chandler** ("City"), with an office located at 275 East Buffalo St., Chandler, Arizona, and **Environmental Systems Research Institute, Inc.** ("Esri"), with an Effective Date of March 12, 2015 ("Effective Date"). This Agreement provides for the licensing and Deployment of certain Esri Software, delivery of EA Maintenance, and provision of Esri User Conference registrations and any additional services as specified herein.

This Agreement is composed of the following documents, which are incorporated herein by reference:

1. Enterprise Agreement signature page(s), E512G
2. Enterprise Terms and Conditions, E512G, including
 - Appendix A. Product and Deployment Schedule
 - Appendix B. EA Fee Schedule
 - Appendix C. City Annual Deployment Report
 - Appendix D. EA Points of Contact
 - Appendix E. Tier 1 Help Desk Authorized Individuals
3. License Agreement—found at <http://www.esri.com/legal/software-license>, including
 - General License Terms and Conditions, E204
 - Esri Exhibit 1, Scope of Use, E300

Note: Licensee is defined on first page of item 2 above.
4. Training Terms and Conditions, E207—found at <http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/e207cw.pdf>

The parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter. Any modifications or amendments to this Agreement must be in writing and signed by an authorized representative of each party.

ACCEPTED AND AGREED:

CITY OF CHANDLER
(City)

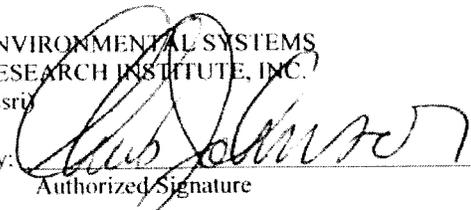
By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: 
Authorized Signature

Printed Name: Chris Johnson

Title: Manager Domestic Contracts

Date: 2/19/15

ENTERPRISE LICENSE TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

All definitions in other parts of the EA will have the same meaning in this Enterprise License Terms and Conditions. In addition, the following definitions apply to the EA:

- "Deploy," "Deployment," or "Deployed" means to redistribute, or the redistribution of, the EA Products (and its related keycodes/registration files), or its having been redistributed, by City, during the term of this EA for installation and use by Licensee.
- "Effective Date" means the date the Agreement commences and the start date for all licenses, regardless of when an Ordering Document is provided by Licensee.
- "EA Fee" means the fee set forth in Appendix B, EA Fee Schedule.
- "EA Maintenance" means Tier 2 Support, updates, and patches provided by Esri for EA Products and Rolled-In Software.
- "EA Products" means the Products identified in Table A-1 and Table A-2 of Appendix A, Products and Deployment Schedule. EA Products does not include unit-priced item(s) or Esri technology that may be embedded in third-party products purchased by Licensee.
- "Incident" means a failure of the Product to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "License Agreement" means the applicable license agreement incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license>, composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300), and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between Esri and Licensee that supersedes such electronically acknowledged license agreement.
- "Licensee" means City. For avoidance of doubt, the definition of Licensee will not include consultants or contractors.
- "Rolled-In Software" means Products of the same type as EA Products that Licensee acquired for use prior to the Effective Date that is current on paid maintenance (as shown in Esri's customer service records) and that receives EA Maintenance during the term of the EA.
- "Technical Support" means a process to attempt to resolve reported Incidents through error correction, patches, hot fixes, and workarounds; replacement deliveries; or any other type of Product corrections or modifications specified in the most current applicable Esri US Software Maintenance Program.
- "Tier 1 Help Desk" means City point of contact from which all Tier 1 Support will be given to Licensee.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in its attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.

ARTICLE 2—GRANT OF LICENSE

2.1 Grant of License. Licensee's use of the EA Products is subject to the License Agreement and any additional terms set forth in this Article 2 and in Article 3 below. Rolled-In Software will be licensed in accordance with the License Agreement.

2.2 Beta License. Beta licenses are not available under this EA as EA Products. Beta Software, Beta Data, and Beta Online Services, if requested and provided, will be licensed separately and individually under the terms of the License Agreement (see Beta License in Section 3.2 of the General License Terms and Conditions—E204) only. No other benefits, grants, or rights provided in this EA shall apply or be provided/granted.

2.3 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the EA Products exclusively for Licensee's benefit. Licensee shall be solely responsible for compliance by consultants and contractors with this License Agreement and shall ensure that the consultant or contractor discontinues EA Product use upon completion of work for Licensee. Access to or use of EA Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

2.4 City Responsibility. City shall remain primarily responsible to Esri for compliance by Licensees (including their users) with the terms and conditions of this EA.

ARTICLE 3—SCOPE OF USE

There are additional Permitted Uses, Uses Not Permitted, and Restrictions for City and Licensee incorporated into this EA. The Permitted Uses and Uses Not Permitted sections of the General License Terms and Conditions portion of the License Agreement are modified to include the additional term in Sections 3.1 and 3.2 below:

3.1 Additional Permitted Uses. The following additional Permitted Uses are hereby granted to City for the EA Products:

For the term of the EA, City may copy and Deploy the EA Products to Licensees up to the quantities of licenses granted in Appendix A. No other Licensee has a right to copy (except as permitted in the License Agreement) or Deploy the EA Products.

3.2 Uses Not Permitted. In addition to the restrictions set forth in the License Agreement, the following Uses Not Permitted apply to the EA Products:

- a. City shall not transfer, redistribute, or Deploy the EA Products outside the United States or its territories or possessions without the prior written permission of Esri and agreement on additional fees, if any.
- b. Licensee shall not use the EA Products outside the United States or its territories or possessions without the prior written permission of Esri and agreement on additional fees, if any. Any such export will be subject to US Export Control Regulation requirements of the License Agreement.
- c. Licensee shall not transfer, redistribute, or assign EA Products to any third party without prior Esri written permission.

3.3 Additional Restrictions Applicable to EA and License Agreement. A new or additional Eligible Agency may not be added as an EA participant or Licensee without the express prior written approval of Esri. Addition of an Eligible Agency may result in an increase in the EA Fee.

ARTICLE 4—MAINTENANCE

4.1 EA Maintenance. EA Maintenance is included in the EA Fee. Rolled-In Software and EA Products will receive EA Maintenance, provided that standard maintenance is available for each item. EA Maintenance includes benefits specified in the most current applicable Esri US Software Maintenance Program document (found at www.esri.com/legal) as modified by this Section 4.1.

a. Tier 1 Support Provided by City

- (1) Tier 1 Help Desk will provide Tier 1 Support to all Licensees.
- (2) The Tier 1 Help Desk will use analysts fully trained in the Products they are supporting.
- (3) At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the Licensee. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.
- (5) If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Esri for Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
- (6) City may assign up to the quantity of named Tier 1 Help Desk individuals listed in Appendix B. These individuals will be identified in Appendix E and are the only individuals (callers) authorized to contact Esri directly for Tier 2 Support.

b. Tier 2 Support Provided by Esri

- (1) Esri shall log the calls received from the Tier 1 Help Desk individuals.
- (2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
- (3) Esri may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- (4) Esri shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals and not the Licensees.
- (5) When the Incident is resolved, Esri shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to the Licensee.
- (6) Esri may, at Esri's sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website or, if requested, deliver them on media.

ARTICLE 5—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT REPORT

5.1 Purchase Orders, Delivery, and Deployment

- a. Upon Effective Date, Esri will invoice City and provide Authorization Codes to activate the nondestructive copy protection program that enables City to download, operate, or allow access to the EA Products listed in Appendix A. In accordance with the fee schedule in Appendix B, Esri will issue an invoice annually for each additional year listed. Invoices will be due and payable within thirty (30) days of invoice.
- b. Delivery of updates/new versions of EA Products will be made in the same manner. If requested by City, Esri will deliver a limited number of sets of backup media as provided in Appendix B to the ship-to address identified in Appendix D, EA Points of Contact, FOB destination with shipping charges prepaid. City may purchase additional backup media sets at the prices in effect at the time of purchase. Delivery or receipt of tangible media could cause prior and future license fees to be subject to taxes. City acknowledges that Esri has a right to invoice, and City agrees to pay any such sales or use tax associated with receipt of tangible media.
- d. City shall track the Deployment status of EA Products.

5.2 Purchase Order Requirements

- a. Any purchase orders issued by City will reference, incorporate, and be subject to the terms and conditions of this EA. No additional, conflicting, or different terms contained in a purchase order or ordering document will be binding. All orders and deliveries pertaining to this EA will be processed through City's centralized point of contact.
- b. The following information will be included in each purchase order:
 - (1) Esri customer number, the ship-to address, and bill-to address as identified in Appendix D
 - (2) Purchase order number
 - (3) Applicable annual payment due
 - (4) On the face of the purchase order, print the following statement: "Governed by and subject to Enterprise Agreement No. 2015ELA60."

5.3 Annual Report of Deployments. At each anniversary date and ninety (90) days prior to the expiration date of this EA, City shall provide a written report, as set forth in Appendix C, to Esri detailing all Deployments made, including preexisting and Rolled-In Software. The report will be subject to audit by an authorized representative of Esri.

5.4 Esri User Conference Registration. Esri shall provide Esri International User Conference registrations to City annually during the term of this EA in the quantities set forth in Appendix B. City is responsible for distributing the registrations to Licensees. Third parties may not represent or attend on behalf of City at any Esri User Conference.

ARTICLE 6—POINTS OF CONTACT; NOTICES

6.1 Points of Contact. Each party shall identify points of contact for administrative and technical issues in Appendix D.

6.2 Legal Notices. Except as otherwise set forth in this EA, any notice, report, demand, or other communication will be properly given when made in writing in English and sent by courier, registered or certified airmail, or facsimile or other electronic transmission and confirmed when sent by courier or by registered or certified airmail, properly addressed to the appropriate party at the address set forth below, until changed by notice in writing by either party hereto. If sent by courier or airmail, notice will be effective upon the earlier of confirmed receipt or seven (7) days from the date of deposit with the courier service or post office. If sent by electronic transmission, notice will be effective one (1) business day from the date of transmission, provided confirmation of receipt is made. Notices will be given at the following addresses:

To: Esri
380 New York Street
Redlands, CA 92373-8100
Attn.: Manager, Contracts and Legal
Fax: 909-307-3020
E-mail: legalnotices@esri.com

To: City
as listed in Appendix D

ARTICLE 7—TERM, TERMINATION, AND EXPIRATION

7.1 Term. The term of the EA will commence on the Effective Date and be for the period listed in Appendix B unless this EA is terminated earlier as provided herein.

7.2 Termination for a Material Breach. Esri or City may terminate this EA for a material breach by Licensee. Licensee will be given a period of thirty (30) days from date of written notice to cure any material breach. Upon termination of this EA by Esri for a material breach by Licensee, all licenses Deployed will also terminate, and the full amount of unpaid EA Fees will be due and payable by City within thirty (30) days from the date of termination. Licensees shall uninstall, remove, and destroy all EA Products; training materials; and any whole or partial copies, modifications, or merged portions in any form. City shall deliver evidence of such destruction to Esri (e.g., certification letter). Licensee may continue to use Rolled-In Software, provided Licensee complies with the terms and conditions of the License Agreement. Further, Esri agrees that Licensee is not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Licensee orders maintenance at time of EA termination. Other items that may be included in this EA, such as EAP, Virtual Campus annual user license, access codes, Virtual Campus dollar credits, and Esri International User Conference registrations, will also terminate if this EA is terminated.

7.3 Termination for Non-Appropriation of Funds or Lack of Funds. City's obligation to pay the amounts due for following fiscal years is contingent upon appropriation of funds for this EA. City or Esri may terminate this EA in the event such funding is not made available ("Lack of Funds"). If either party terminates for Lack of Funds, it must provide the other party with written notice of termination prior to the EA anniversary date. In all cases, the effective date of the termination will be the last day of that payment period immediately prior to the annual anniversary date for the next payment.

Under no circumstances may City deploy additional copies of the Software, Data, or Documentation upon termination of the EA for Lack of Funds.

In the event that the EA is terminated for Lack of Funds the following conditions will apply:

- a. Licensee must uninstall, remove, and destroy all Deployed Software, Data, or Documentation and any whole or partial copies identified in Appendix A, Table A-2.
- b. Licensee(s) may continue to use Rolled-In Software, subject to its compliance with the License Agreement.
- c. Licensee may continue to use Deployed Enterprise License Software, Data, or Documentation identified in Appendix A, Table A-1, provided:
 - i. City shall report the quantity and types of Enterprise License Software identified in Appendix A, Table A-1, that has been Deployed to all Licensees, and Esri shall determine the quantity and type of Software, Data, or Documentation that Licensee may continue to use under the License Agreement terms. This determination will be based on multiplying the commercial list price of the Enterprise License Software identified in Table A-1 by the reported Deployed quantity and types and subtracting the total of that amount from a portion of the EA Fee amounts paid (portion of EA Fee applicable to Enterprise License Software licenses identified in Table A-1, the remaining sum hereinafter referred to as "Offset Amount"). Licensee

- shall uninstall, remove, and destroy Deployed Enterprise License Software valued in excess of the Offset Amount to reach an authorized quantity and type level. The remaining authorized quantities and types of software ("Remaining Software") will be licensed in accordance with the License Agreement; and
- ii. Rolled-In Software licenses of the type identified in Table A-1 will not terminate and may be used at the version level they have been upgraded to at the time of termination. Use and licensing of Rolled-In Software licenses will be in accordance with the License Agreement.
- d. No refund will be provided to Licensee for payments made prior to termination.
 - e. Licensee may continue to use Online Services but will no longer receive the annual credits listed in Appendix A, Table A-2. Additional credits may be procured at commercial list price.

Within thirty (30) days of termination of the EA for Lack of Funds, Licensee will document in writing to Esri the total quantity and type of Remaining Software and Rolled-In Software for which Licensee desires to obtain maintenance, if any. Payment of maintenance fees for such Remaining Software and Rolled-In Software for which City wishes to have maintenance, if any, will be effective from the date of the EA termination, provided that City allocates appropriate funds. Maintenance reinstatement fees will not be required for maintenance on Rolled-In Software that lapsed during the term of the EA. Other items that may be included in this EA such as User Conference Registrations and training will also terminate if this EA is terminated for Lack of Funds.

7.4 License Term and Use upon Expiration of EA Term. Upon full payment of EA Fee and expiration of this EA, the License Agreement will survive, and Licensee may continue to use the Deployed EA Products and Rolled-In Software in accordance with the terms and conditions set forth in the License Agreement. Licensee shall notify Esri of the quantity and type of licenses for which Licensee elects to purchase standard maintenance. If maintenance is not ordered for Rolled-In Software or EA Products upon expiration of the EA, it lapses. If, at a later date, Licensee decides to reinstate maintenance, Licensee must pay maintenance reinstatement fees from the date of EA expiration (e.g., back maintenance fees). City shall not Deploy additional copies of the EA Products beyond the quantities in use upon termination or as of the date of expiration.

ARTICLE 8—CONFIDENTIALITY

8.1 Confidentiality: Some terms and conditions of this ELA may be viewed as confidential and proprietary information of ESRI. The parties recognize that the City of Chandler is subject to the Arizona Public Records Law, A.R.S. § 39-121, *et seq.* and that even material marked confidential or proprietary may be subject to disclosure pursuant to the Arizona Public Records law.

ARTICLE 9—RELATIONSHIP OF THE PARTIES

The EA does not constitute a partnership, joint venture, or agency between Esri and City. Neither Esri nor City will hold itself out as such, nor shall Esri or City be bound or become liable because of any representation, action, or omission of the other.

ARTICLE 10—FORCE MAJEURE

If the performance of any obligation under this EA 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, threat of or actual terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government 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, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

ARTICLE 11—GIS STANDARD

City shall officially name Esri as its GIS standard and act as a reference for other Esri customers and potential customers as long as the EA remains in effect. This EA will not be construed or interpreted as an exclusive dealings agreement, and City reserves the right to purchase from third parties any of their requirements for GIS software, or related services.

City agrees that Esri may publicize the existence of the EA.

ARTICLE 12—ADMINISTRATIVE REQUIREMENTS

12.1 Esri Partner Original Equipment Manufacturer (OEM) Bundled or Embedded Items/Services. Certain Esri partners are authorized to either embed limited portions of Esri technology or bundle Esri products or services with the partner's application or service under Esri's OEM or Solution OEM programs. Partner pricing and product bundling is independent of this EA, and each partner markets under its own business model and pricing. Licensee shall not be entitled to or seek any discount from the OEM business partner or Esri, directly or indirectly, as a result of or based upon the availability of such Products as EA Products under this EA. Licensee shall not be entitled to or seek to decouple Esri's technology or products/services from the partner's bundle or solution. In addition, such Products, or any component thereof included in the OEM software program or product, will be licensed through the license agreement provided by the OEM business partner and not through this EA.

12.2 EA Products—Limited Quantity or Unit-Priced Items. Esri reserves the right to exclude new Products from unlimited Deployment. New Products may contain or be developed with (i) newly acquired technology obtained through a significant investment or (ii) third-party intellectual property that requires a unit-based royalty fee or prohibits Deployment under a site or enterprise license. Such items can be made available to City on a limited quantity basis or as unit-priced items.

12.3 Obsolescence. During the term of this Agreement, some of the items listed in Appendix A may become obsolete or will no longer be commercially offered or may no longer be available for Deployment. Licensee may continue to use EA Products that has been Deployed, but support and upgrades for older items may not be available. EA Maintenance and maintenance and availability of EA Products identified in Appendix A will be subject to each item's Product Life Cycle Support Status, which can be found at <http://support.esri.com/en/content/productlifecycles> by selecting the product type and clicking the Product Life Cycle link for specific product plans. Esri's Product Life Cycle Support Policy, available at <http://help.arcgis.com/en/shared/product-life-cycle/ProductLifeCycle.pdf>, covers the support phases and overall support plans.

ARTICLE 13—GENERAL PROVISIONS

13.1 The General Provisions and Limitations of Liability of the License Agreement will apply to the entire EA. If there is a conflict among any of the other terms and conditions in the various documents, the order of descending precedence will be as follows: (1) Signature Page, (2) E512G Enterprise License Terms and Conditions, (3) E300 Scope of Use, and (4) E204 General License Terms and Conditions. In the event this EA includes Enterprise Advantage Program, the terms and conditions of the Enterprise Advantage Program Addendum will take precedence over the provision of the EA with respect to the Enterprise Advantage Program. Except as otherwise expressly provided herein, any amendment or Addendum to this EA must be in writing and signed by an authorized representative of each party.

13.2 Survival of Certain EA Clauses. The provisions of Section 7.4 and Article 8 of this Enterprise License Terms and Conditions document (E512G) will survive the expiration or termination of this EA.

13.3 No Kickback: ESRI warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in ESRI'S proposal to CITY.

13.4 Kickback Termination: CITY may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of CITY'S departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a ESRI to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from CITY is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

13.5 No Conflict: ESRI stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the

performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

13.6 Pursuant to the provisions of A.R.S. § 41-4401, ESRI hereby warrants to the City that ESRI will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty"). ESRI warrants that no subcontractors will be used in the provision of services under this Agreement.

13.7 A breach of the Contractor Immigration Warranty (Exhibit 1) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

13.8 The City retains the legal right to inspect the papers of any Contractor employee who works on this Contract to ensure that the Contractor is complying with the Contractor Immigration Warranty. ESRI agrees to provide evidence of compliance in a mutually agreed upon format upon City's request.

13.9 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor to ensure compliance with Contractors Immigration Warranty. ESRI agrees to provide evidence of compliance in a mutually agreed upon format upon City's request.

13.10 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

**APPENDIX A
PRODUCT AND DEPLOYMENT SCHEDULE**

City may Deploy the EA Products up to the total quantity of licenses indicated below to Licensees during the term of this EA.

**Table A-1
EA Products—Unlimited Quantities**

Item	Total Qty./Seats to Be Deployed
ArcGIS for Desktop: ArcGIS for Desktop Advanced (formerly ArcInfo), Standard (formerly ArcEditor), and Basic (formerly ArcView) (single and concurrent use)	Unlimited
ArcGIS for Desktop extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager (single and concurrent use)	Unlimited
ArcGIS for Server: ArcGIS for Server Enterprise and Workgroup (Advanced, Standard, and Basic)	Unlimited
ArcGIS for Server extensions: ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Image Extension, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	Unlimited
ArcGIS Engine: ArcGIS Engine development tools for deploying custom applications	Unlimited
ArcGIS Engine extensions: ArcGIS 3D Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst (single and concurrent use)	Unlimited
Mapping and Charting solutions: Esri Production Mapping	Unlimited

**Table A-2
EA Products—Limited Quantities**

Item	Rolled-In Qty. (if applicable)	Qty./Seats to Be Deployed	Total
Esri Developer Network Standard	N/A	2	2
Arc Pad	5	0	5
ArcGIS Data Interoperability Desktop Extension	1	0	1

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
ArcGIS Online Subscription – Level 2	1	50	10,000

**APPENDIX B
EA FEE SCHEDULE**

The EA Fee is \$352,000. The EA Fee is in consideration of the EA Products, EA Maintenance, and Esri User Conference registrations. Training Pass is not included in the ELA Fee.

	Year 1	Year 2	Year 3	EA Fee
ELA Fee Payments	\$110,000	\$121,000	\$121,000	\$352,000

Number of Esri User Conference Registrations per Year	6
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	5
Number of Sets of Backup Media, if Requested	5
Support Incidents for EDN	One 10-Pack/Year
Term of EA	Three (3) Years from Effective Date

Optional Training Pass

	Year 1	Year 2	Year 3	Training Pass Fee
Training Pass Payments	\$15,150	\$15,150	\$15,150	\$45,450

Training Pass*	Thirty (30) days annually for each year of the EA term
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*Training Pass days may be rolled over from year to year. Unused training pass days will expire upon expiration of the EA Term. Training courses are subject to Esri Training Terms and Conditions, E207. City may exercise its annual option to include training by submitting its purchase order as set forth in Article 5—Ordering, Administrative Procedures, Delivery, And Deployment Report found in this ELA. Options for either ELA Year 2 or ELA Year 3 may be exercised by referencing training in the applicable annual purchase order.

**APPENDIX D
EA POINTS OF CONTACT**

Either party may change its point of contact by written notice to the other party.

1. Esri point of contact for order processing issues:

Name: Customer Service
Esri Redlands
380 New York Street
Redlands, CA 92373-8100
E-mail: service@esri.com
Phone: 888-377-4575
Fax: 909-307-3083

2. Esri contact for Tier 2 Support issues:

E-mail: support@esri.com
Phone: 909-793-3774 (domestic US only)
Fax: 909-792-0960
Web: support@esri.com

3. City centralized point of contact for order release and administrative issues:

Name: _____
E-mail: _____
Phone: _____
Fax: _____

4. All invoices to City will be mailed to the address listed below (unless otherwise stated on the purchase order):

City Office: _____
Name: _____
Address: _____

5. All deliverables to City will be shipped to the address listed below:

City Office: ____
Name: _____
Address: _____

6. All notices to City will be mailed to the address listed below:

City Office: _____
Name: _____
Address: _____

APPENDIX E
TIER 1 HELP DESK AUTHORIZED INDIVIDUALS

Below are named Tier 1 Help Desk individuals authorized to seek Tier 2 Support from Esri. Substitutes/Changes to Tier 1 Help Desk authorized individuals may be made by written notice to Esri.

1. Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

4. Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

2. Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

5. Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

3. Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

EXHIBIT 1
Contractor Immigration Warranty

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the Consultant and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

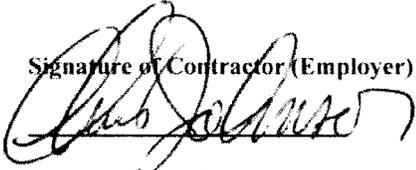
By completing and signing this form the Contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number: 2015ELA60		
Name (as listed in the contract): Environmental Systems Research Institute, Inc.		
Street Name and Number: 380 New York Street		
City: Redlands	State: California	Zip Code: 92373

I hereby attest that:

1. The Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: Chris Johnson

Title: Manager Domestic Contracts

Date (month/day/year): 02/19/2015