

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: July 8, 2026

Presenter's Name and Title: Yaoyang Yan, PhD, GIS Manager

Prepared By: Ronnie S. Navarro, PE, Assistant Director

Temp. Reso. Number: 8728

Item Description: TEMP. RESO. #R8728 APPROVING A SMALL GOVERNMENT ENTERPRISE LICENSE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., IN AN ANNUAL AMOUNT OF \$120,300.00, FOR A (3) YEAR RENEWAL PERIOD FOR A TOTAL AMOUNT NOT-TO-EXCEED \$360,900.00; AND WAIVING COMPETITIVE BIDDING REQUIREMENTS IN ACCORDANCE WITH MIRAMAR CITY CODE SECTION 2-413 (4 AND 11C). *(Utilities GIS Manager Yaoyang Yan)*

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: N/A

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: Funding of \$60,150 is available in Utilities, GL Account 410-55-100-536-000-603425 and \$60,150 in Building, Planning & Zoning, GL Account 001-41-404-524-000-603425.


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8728**
 - **Exhibit A:** Sole Source Letter from ESRI
 - **Exhibit B:** Sole Source/Product Standardization Justification Form
 - **Exhibit C:** Quotation #Q-490026 from ESRI
- **Attachment(s)**
 - **Attachment 1:** Small Government Enterprise License Agreement



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Francois Domond, P.E., Director of Utilities

DATE: July 2, 2026

RE: Temp. Reso. No. 8728 approving a small government enterprise license agreement with Environmental Systems Research Institute, Inc. ("ESRI"), in an annual amount of \$120,300, for a three (3) year renewal period for a total amount not-to-exceed \$360,900

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8728, entering the City into an agreement with Environmental Systems Research Institute, Inc. ("ESRI") for a Small Government Enterprise License Agreement in an annual amount of \$120,300, for a three-year renewal period for a total amount not-to-exceed \$360,900, waiving the competitive bidding requirements in accordance with City Code Section 2-413(4 and 11c) and authorizing the City Manager to execute the agreement.

ISSUE: City Commission approval is required for purchases exceeding the \$75,000 limit and waiving the competitive bidding requirements in accordance with City Code Section 2-413 (4 and 11c).

BACKGROUND: The City of Miramar has used Geographic Information System ("GIS") technology since 1997 to support water-use tracking, parcel data, infrastructure asset management, utility mapping, and land-use and zoning functions. The City subsequently expanded GIS use to digitize and manage water, sewer, valve, hydrant, manhole, sidewalk, greenspace, pavement, waterbody, and property-related data. GIS is now used across multiple City functions, including Utilities, Community Development, Public Works, Economic Development, Utility Billing, Finance, Parks and Recreation, Police, and Fire. ESRI provides the City's location-based GIS software platform. ESRI products are used to capture, view, edit, manage, analyze, and share location-based data. The proposed renewal maintains continuity of the City's existing GIS environment and supports ongoing

and future Smart City initiatives, including data-informed decision-making, open information, system integrations, live dynamic reporting, and smart metering.

Attached are the ESRI sole-source letter as Exhibit "A," the Sole Source/Product Standardization Justification Form as Exhibit "B", ESRI Quotation No. Q-490026 as Exhibit "C," and the Small Government Enterprise License Agreement as Attachment 1.

DISCUSSION: The Small Government Enterprise License Agreement provides the City with organization-wide access to ArcGIS software, maintenance, and support under a single enterprise licensing structure. The agreement reduces licensing complexity, supports software compliance and asset management, and allows the City to scale GIS capabilities across departments as operational needs evolve.

The City's continued use of ESRI software supports existing GIS-centric workflows and reduces disruption to staff, data management, integrations, licensing administration, and enterprise GIS operations. Because the ESRI software platform is proprietary and ESRI is identified as the sole-source provider for the applicable Small Government Enterprise Agreement and related maintenance services, the procurement is not suitable for competitive bidding.

ANALYSIS: Approval of the renewal is in the City's best interest because it preserves continuity of a mission-critical GIS platform used for utility asset management, mapping, regulatory support, public-facing information, planning, analysis, and emergency-response functions. The enterprise agreement structure provides a predictable three-year cost, uncapped access to covered ArcGIS software, and technical support that enables continued expansion of GIS services across City departments.

Funding for the first annual payment of \$120,300 is available as follows: \$60,150 from Utilities Account No. 410-55-565-539-000-603425 and \$60,150 from Building, Planning & Zoning Account No. 001-41-404-524-000-603425. The second and third annual payments are subject to annual appropriation and availability of funds.

Temp. Reso. No. 8728

5/21/26

6/26/26

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING A SMALL GOVERNMENT ENTERPRISE LICENSE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., IN AN ANNUAL AMOUNT OF \$120,300, FOR A THREE (3) YEAR RENEWAL PERIOD FOR A TOTAL AMOUNT NOT-TO-EXCEED \$360,900; WAIVING COMPETITIVE BIDDING REQUIREMENTS IN ACCORDANCE WITH MIRAMAR CITY CODE SECTION 2-413 (4 and 11c); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar ("City") uses Geographic Information System ("GIS") technology to support utility asset management, mapping, analysis, planning, regulatory support, public information, and other City operations; and

WHEREAS, ESRI software allows users to manage, visualize, analyze, share, and maintain geographic and location-based data across City departments; and

WHEREAS, the City has historically relied on ESRI's ArcGIS software platform to support GIS-centric workflows for Utilities, Community Development, Public Works, Economic Development, Utility Billing, Finance, Parks and Recreation, Police, Fire, and other City functions; and

WHEREAS, the City previously entered into an ESRI enterprise license agreement structure, and the current term is expiring in July 2026; and

WHEREAS, the City desires to renew the Small Government Enterprise License Agreement with ESRI in an annual amount of \$120,300, for a three-year renewal period for a total amount not-to-exceed \$360,900; and

Reso. No. _____

WHEREAS, the Small Government Enterprise License Agreement provides organization-wide access to covered ArcGIS software, maintenance, and support, reduces software licensing complexity, supports software compliance and asset management, and provides flexibility to deploy covered software where needed; and

WHEREAS, ESRI, as owner and manufacturer, is identified as the sole-source provider of U.S. domestic Small Municipal and County Government Enterprise Agreements and related ESRI software products, licensing, maintenance, and support services; and

WHEREAS, Section 2-413(4) of the Miramar City Code allows sole source where services can only be procured from one responsible contractor or vendor; and

WHEREAS, Section 2-413(11c) of the City Code “allows software licenses and maintenance and licensing agreements to support, on-going use of proprietary software applications” may be procured without competition; and

WHEREAS, the procurement is supported by the ESRI sole-source letter attached as Exhibit “A,” the Sole Source/Product Standardization Justification Form attached as Exhibit “B,” ESRI Quotation No. Q-490026 attached as Exhibit “C,” and the proposed Small Government Enterprise License Agreement attached as Attachment 1; and

WHEREAS, City Commission approval is required because the total not-to-exceed amount of \$360,900 exceeds the applicable approval threshold under Section 2-419 of the City Code; and

WHEREAS, the City Manager recommends approval of the Small Government Enterprise License Agreement renewal with ESRI and approval of the procurement as a

Temp. Reso. No. 8728

5/21/26

6/26/26

sole-source/product-standardization purchase for ESRI proprietary GIS software, licensing, maintenance, and support; and

WHEREAS, the City Manager recommends approval; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to enter the Small Government Enterprise License Agreement, attached hereto as Exhibit "C," in an annual amount of \$120,300, for a three-year renewal period for a total amount not-to-exceed \$360,900, to maintain and expand the City's GIS technology platform and support City operations and Smart City initiatives.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution

Section 2: That the City Commission approves the Small Government Enterprise License Agreement with ESRI, in the form attached hereto as Exhibit "C," in an annual amount of \$120,300, for a three-year renewal period for a total amount not-to-exceed \$360,900.

Section 3: That the City Commission authorizes the City Manager to execute the Small Government Enterprise License Agreement with ESRI, in the form attached as Exhibit "A," and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expediently to carry out the aims of this Resolution.

Section 5: That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 8728

5/21/26

6/26/26

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Carson "Eddy" Edwards

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Carson "Eddy" Edwards	_____
Mayor Wayne M. Messam	_____

SOLE SOURCE LETTER

**Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373**



DATE: May 12, 2026

TO: City of Miramar

FROM: Jackie Ricks, Contracts Specialist I, Contracts and Legal Services Dept.

RE: Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Subject to the disclosures set forth below, Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

Esri has authorized certain resellers to resell Small Local Government Cloud-Based Enterprise Agreements for populations of less than 15,000.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.

A handwritten signature in blue ink that reads "Jackie Ricks". Below the signature, the name "Jackie Ricks" is printed in a black, sans-serif font.

Jackie Ricks

**City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM**

Previous Contract No. (if any):	Department: UTILITIES
Recommended Vendor (if any): ESRI, Inc	Date: 5/14/2026
	Not-to-Exceed Amt.: \$360,900.00 (Locked for 3-year contract) or \$120, 300 per year
	Contact Person: YAOYANG YAN
<input checked="" type="checkbox"/> Ongoing Purchase	<input type="checkbox"/> New Purchase
If an Ongoing/Replacement Purchase what was the prior year expenditure \$ 360,900 (locked for 3-year contract) or 120,300 per year	

SECTION I

Completion of this form is required in advance of all Sole Source/Product Standard purchases (procurements) in excess of \$7,500 from Local/Miramar Businesses or \$5,000 from all other vendors.

Check one of the following that best describes the proposed procurement:

- Only one source (supplier) exists for the required product/service ("sole source").
- Product Standardization (add definition)
- Other reason deemed to be in the best interests of the City (Commission Approval Required)

1. In 'layman's terms', describe the required product or service that is being procured and the purpose or function. (Minimum 3 sentences required.)

An enterprise agreement (EA) is a bundled package of term limited software licenses and maintenance. It is a fast track to organization-wide GIS. An EA provides ready and uncapped access to ArcGIS software along with timely and expert assistance from Esri so that you can focus on building a successful and scalable enterprise GIS. With an Enterprise Agreement, you can reduce complexity by uniting software licensing into a single organization-wide agreement, optimize technology spending by lowering the costs of software compliance and asset management, increase flexibility by building a scalable system that aligns with your business objectives, and maximize value by providing mapping and GIS services where it's needed; when it's needed.

2. If the particular product or service was not available or could not be procured, how would the department proceed with its work? (Minimum 3 sentences required.)

There would have relatively sub-standard GIS capabilities without the use of certain workflows, which suit the departmental needs of the City and stakeholders. Without this contract, we are not able to operate at the standard level as a municipality of this size.

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

Sole Source

3a. Explain why **the product/service** is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to unique specification, unique features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this decision. (Minimum 4 sentences required.)

ESRI, as owner and manufacturer, is the sole-source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). ESRI is the leading and industry standard software for Geographic Information Systems. There are no alternative sources of ArcGIS Enterprise software. ArcGIS Enterprise is a full-featured mapping and analytics platform. It includes a powerful GIS web services server plus dedicated Web GIS infrastructure for organizing and sharing your work in order to make maps, geographic information, and analyses available on any device, anywhere, at any time.

3b. Explain why this **vendor** is the only practicable available source from which to obtain this product or service and describe the efforts that were made to verify and confirm whether or not this is so. (Obtain a current letter from the manufacturer confirming claims for the product or service being a sole source.) (Minimum 3 sentences required.)

ESRI, as owner and manufacturer, is the sole-source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). ESRI is the leading and industry standard software for Geographic Information Systems. There are no alternative sources of Esri Enterprise Agreements. A sole source letter was obtained from the vendor.

Product Standardization (Standards Committee Meeting is Required)

4. Explain why the product/service requested can best satisfy your requirements and explain why a waiver of competitive bidding is in the best interest of the City. Be specific with regard to unique specification, unique features, characteristics, requirements capabilities and compatibility. (Minimum 3 sentences required.)

Not Applicable

Complete for Product Standardization

Sole Source and Product Standardization

5. Provide a description of the market survey conducted and the results, or a statement of the reasons a market survey was not conducted. (Minimum 4 sentences required.)

A market survey was not conducted due to this vendor being the sole source provider of this software maintenance program. There was no need to research the market for alternatives because none exist. The vendor provided a sole source letter. ESRI, as owner and manufacturer, is the sole-source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA).

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

6. Will this purchase obligate the City to a particular vendor/provider for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or renewals if we purchase this item. Will the City need more "like" items or services in the future to match this one?)

This purchase is for a software licensing and maintenance contract, which will need to be renewed every three years. This contract includes all maintenance and technical support that may be necessary for the particular software being purchased.

7. Explain why the price for this product or service is fair and reasonable and describe the negotiations efforts, if any, that have been made with the vendor/provider to obtain the best possible price.

The price for this product is fair and reasonable because there is no alternative for this item.

8. Describe the actions the department will take to overcome the present barriers to competition prior to any future procurement of this product or service.

Before renewing the term contract, a sole source letter will be obtained for verification. If this vendor is not a sole source provider at the time of contract renewal, a market study will be conducted. Ongoing efforts will be made to assess alternative solutions.

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM
PLEASE ALSO ATTACH ADDITIONAL SHEETS OR INFORMATION AS NEEDED

Name of the person who prepared this request and justification:

Name: YAOYANG YAN *Yao Yan* Position: GIS MANAGER 5/18/2026
6332B74EF52B4D7...

Department: Ronnie S. Navarro *RSN* Date: 5/18/2026
Initial

I hereby certify that the above request and Justification is accurate and complete to the best of my knowledge and belief.

Francois Domond *Francois Domond* 5/18/2026
DocuSigned by: 40E1C123E258411

Department Director (Print Name) Signature Date

For Procurement Department Use Only

This approval is effective for 93,027.00 ~~days~~

A good faith review of available sources has been conducted by:

User Department Procurement Department Standards Committee

I concur that this contract is not suitable for competitive bids or proposals

Alicia Ayum *Alicia Ayum* 5/28/2026
DocuSigned by: 08E68C5AF7EE408...

Chief Procurement Officer Date

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373



DATE: May 12, 2026

TO: City of Miramar

FROM: Jackie Ricks, Contracts Specialist I, Contracts and Legal Services Dept.

RE: Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement

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Subject to the disclosures set forth below, Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri[®] software.

Esri has authorized certain resellers to resell Small Local Government Cloud-Based Enterprise Agreements for populations of less than 15,000.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.


Jackie Ricks



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-573431

Date: April 30, 2026

Customer # 148696 Contract #

City of Miramar
 Department of Utilities
 2200 Civic Center Pl
 Miramar, FL 33025-3937

ATTENTION: Yao Yan
PHONE: (561) 818-3106
EMAIL: yyan@miramarfl.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/29/2026 To: 7/28/2026

Material	Qty	Term	Unit Price	Total
193208	1	Year 1	\$120,300.00	\$120,300.00
Populations of 125,000 to 150,000 Small Government Enterprise Agreement Annual Subscription				
193208	1	Year 2	\$120,300.00	\$120,300.00
Populations of 125,000 to 150,000 Small Government Enterprise Agreement Annual Subscription				
193208	1	Year 3	\$120,300.00	\$120,300.00
Populations of 125,000 to 150,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$360,900.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$360,900.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Sarah Brichey	Email: sburford@esri.com	Phone: (909) 793-2853 x8652
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

BRICHEYS This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-573431

Date: April 30, 2026

Customer # 148696 Contract #

City of Miramar
Department of Utilities
2200 Civic Center Pl
Miramar, FL 33025-3937

ATTENTION: Yao Yan
PHONE: (561) 818-3106
EMAIL: yyan@miramarfl.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/29/2026 To: 7/28/2026

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Populations of 125,000 to 150,000 Small Government Enterprise Agreement Annual Subscription				
193208	1	Year 3	\$120,300.00	\$120,300.00
Populations of 125,000 to 150,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$360,900.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$360,900.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Sarah Brichey	Email: sburford@esri.com	Phone: (909) 793-2853 x8652
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-5)**

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	75	ArcGIS Enterprise Contributor User Type	75
ArcGIS Online Mobile Worker User Type	250	ArcGIS Enterprise Mobile Worker User Type	250
ArcGIS Online Creator User Type	250	ArcGIS Enterprise Creator User Type	250
ArcGIS Online Professional User Type	60	ArcGIS Enterprise Professional User Type	60
ArcGIS Online Professional Plus User Type	60	ArcGIS Enterprise Professional Plus User Type	60
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	60 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	60 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	60	ArcGIS Location Sharing for ArcGIS Enterprise	60
ArcGIS Online Service Credits	150,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	75

Other Benefits

Number of Esri User Conference registrations provided annually	5
Number of Tier 1 Help Desk individuals authorized to call Esri	5
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“**Case**” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“**Deploy**”, “**Deployed**” and “**Deployment**” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“**Fee**” means the fee set forth in the Quotation.

“**Maintenance**” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“**Master Agreement**” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“**Product(s)**” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“**Quotation**” means the offer letter and quotation provided separately to Customer.

“**Technical Support**” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“**Tier 1 Help Desk**” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“**Tier 1 Support**” means the Technical Support provided by the Tier 1 Help Desk.

“**Tier 2 Support**” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer 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 Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
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. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support 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. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.