

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: September 28, 2021
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Araceli Guerra, Managing Director of Internal Services, (915) 212-1401
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 5 - Promote Transparent and Consistent Communication Amongst All Members of the Community

SUBGOAL: 5.2 - Leverage and expand the use of current and new technology reduce inefficiencies and improve communications

SUBJECT:

Discussion and action on the request that the City Manager be authorized to sign a Service Agreement between the City of El Paso and Environmental Systems Research Institute, Inc., the sole source provider for geographic information systems (GIS) licensing software, maintenance, and online service with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The Enterprise Agreement is a bundled package that includes existing goods and services to include additional needed software licenses, professional services, and training.

BACKGROUND / DISCUSSION:

The Department of Information Technology is requesting the review of an enterprise license agreement (ELA) with Environmental Systems Research Institute, Inc. An ELA with Environmental Systems Research Institute, Inc will provide the City with additional needed software licenses, additional professional services, and training. Unlimited use of core software would alleviate current strains experienced by city departments. The ELA would also include licenses for additional products and extension, rather than departments having to purchase needed products individually.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$117,743.24 for a one (1) year term, which represents a 106.79% increase due to additional services.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$803,000.00

Funding Source: General Fund

Environmental Services Enterprise Fund

Sun Metro General Operations Enterprise Fund

Airport Operations Enterprise Fund

EPPD Matrix Fusion Grant

Account: 239-1000-15240-522020-P1506

334-3100-34060-522020-P3405

560-3200-60000-522150-P6003

562-3000-62030-522020

321-2710-21230-522250-P2104-GT2121FUS

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Information Technology Services

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Araceli Guerra, Managing Director, Internal Services

**COUNCIL PROJECT FORM
(Sole Source)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda for the Council Meeting of **September 28, 2021**.

Strategic Goal 5: Promote Transparent and Consistent Communication Amongst All Members of the Community.

The linkage to the Strategic Plan is subsection: 5.2 - Leverage and expand the use of current and new technology reduce inefficiencies and improve communications.

Award Summary:

Discussion and action on the request that the City Manager be authorized to sign a Service Agreement between the City of El Paso and Environmental Systems Research Institute, Inc., the sole source provider for geographic information systems (GIS) licensing software, maintenance, and online service with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The Enterprise Agreement is a bundled package that includes existing goods and services to include additional needed software licenses, professional services, and training.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$117,743.24 for a one (1) year term, which represents a 106.79% increase due to additional services.

Department:	Information Technology Services
Award to:	Environmental Systems Research Institute, Inc. Redlands, CA
Annual Estimated Amount:	\$ 228,000.00 (Year 1) \$ 270,000.00 (Year 2) \$ 305,000.00 (Year 3)
Total Estimated Award:	\$ 803,000.00 (3 Years)
Account No.:	239-1000-15240-522020-P1506 334-3100-34060-522020-P3405 560-3200-60000-522150-P6003 562-3000-62030-522020 321-2710-21230-522250-P2104-GT2121FUS
Funding Source:	General Funds Environmental Services Enterprise Fund Sun Metro General Operations Enterprise Fund Airport Operations Enterprise Fund EPPD Matrix Fusion Grant
District(s):	All
Reference No.:	2022-0002

This is a Sole Source, service contract.

Additionally, it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related contract documents and agreements necessary to effectuate this award.

*******ADDITIONAL INFO BELOW*******



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared _____ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Timothy Brazeal. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit. Environmental Systems
2. I am an authorized representative of the following company or firm: Research Intitute, Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
Enterprise Agreement
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Signature

SUBSCRIBED AND SWORN to before me on this _____ day of _____

See attached per California State Law.

NOTARY PUBLIC

PRINTED NAME

MY COMMISSION EXPIRES

COMPANY NAME: Environmental Systems Research Institute, Inc.

ADDRESS, CITY, STATE & ZIP CODE: 380 New York Street, Redlands, CA 92373-8100

PHONE: 909-793-2853

FAX NUMBER: 909-793-5953

CONTACT NAME AND TITLE: Manager, Commercial & Government Contracts

WEB ADDRESS: www.esri.com

EMAIL: info@esri.com

FEDERAL TAX ID NUMBER: 95-2775732

TEXAS SALES TAX NUMBER: 1-95-2775732

CALIFORNIA JURAT

GOVERNMENT CODE § 8202



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

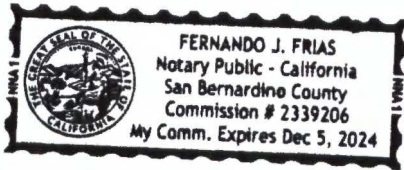
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on
this 21 day of May, 2021, by
Date Month Year

(1) Timothy Brazeal

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature Fernando J. Frias
Signature of Notary Public

OPTIONAL

*Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.*

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



SOLE SOURCE LETTER

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



DATE: March 1, 2021

TO: City of El Paso

FROM: Jackie Ricks, Esri Contracts and Legal Services

RE: Sole Source Justification for Enterprise Agreement (EA)

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Enterprise Agreements. While some products are available through value-added resellers on a unit priced basis, Esri is the only source that can grant a right to copy and deploy products in an Enterprise Agreement. An EA is a bundled package for licensing software, maintenance, and online services for redistribution within the organization. Esri products are provided with a special grant to copy and deploy specified quantities of capped items and unlimited quantities of items without a cap, during the term of the EA.

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

Sincerely,

Jackie Ricks
Contract Coordinator



Contracts & Legal Services Dept.
380 New York Street
Redlands, CA 92373
Voice 909.793.2853 Ext. 1-1990
jricks@esri.com

Enterprise Agreement



Enterprise Agreement No. 00297010.0

This Enterprise Agreement, including the documents listed below ("EA"), is between the **City of El Paso ("City")**, with its main offices located at 218 N. Campbell, 4th Floor, El Paso, Texas 79901, and **Environmental Systems Research Institute, Inc. ("Esri")**, with an Effective Date as of the later date of the signatures below when signed by both. This EA provides for the licensing and Deployment of certain EA Products, delivery of EA Maintenance, and provision of Esri User Conference registrations and any additional services as specified herein.

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

1. Enterprise Agreement signature page(s)
2. Enterprise License Terms and Conditions, including
 - Appendix A—Products and Deployment Schedule
 - Appendix B—EA Fee Schedule
 - Appendix C—EA Points of Contact
3. Master Agreement

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

This EA 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 EA must be in writing and signed by an authorized representative of each party.

ACCEPTED AND AGREED:

City of El Paso

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Environmental Systems Research Institute, Inc.

Signature: TB
Printed Name: Timothy Brazeal
Title: Manager, Commercial and Governme
Date: Aug 19, 2021

Approved as to form:



Juan S. Gonzalez

Sr. Assistant City Attorney

ENTERPRISE AGREEMENT TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

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

- "Case(s)" means a failure of Products to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "Customer(s)" means City. For avoidance of doubt, the definition of Customer will not include consultants or contractors. Customer(s) must not include persons or entities ineligible to receive or have access to Esri products or services by operation of law, including US export control laws, decrees, orders, rules, regulations, policies, riders, conditions, or provisos.
- "Deploy," "Deployment," or "Deployed" means to redistribute, or the redistribution of, the EA Products (and their related keycodes/registration files), or their having been redistributed, by City during the term of this EA for installation and use by Customer.
- "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 Tables A-1 and A-2 of Appendix A—Products and Deployment Schedule. EA Products do not include Unit-Priced Item(s) or Esri technology that may be embedded in third-party products purchased by Customer.
- "Effective Date" means the date the EA commences and the start date for all licenses, regardless of when an Ordering Document is provided by Customer.
- "Master Agreement" means the Master Agreement, Product and Services incorporated by this reference that is found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment.
- "Rolled-In Software" means Products (excluding Term licenses or subscriptions) of the same type as EA Products that Customer acquired for use prior to the Effective Date, that are current on paid maintenance (as shown in Esri's customer service records), and that receive EA Maintenance during the term of the EA. If this EA is extended or renewed, Rolled-In Software shall include EA Products Deployed prior to the then-current renewal period.
- "Technical Support" means a process to attempt to resolve reported Case(s) 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 Maintenance and Support Program.
- "Tier 1 Help Desk" means City's point of contact from which all Tier 1 Support will be given to Customer.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Customer in the attempted resolution of reported Case(s).
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.
- "Unit-Priced Item(s)" means separately orderable Products or maintenance that is available subject to a per-unit license fee, subscription fee, or maintenance fee.

ARTICLE 2—GRANT OF LICENSE

2.1 Grant of License. During the term of this EA, Customer's use of the EA Products is subject to the Master Agreement and any additional terms set forth in this EA. Unit-Priced Items, if acquired, and Rolled-In Software will be licensed in accordance with the Master Agreement.

2.2 Beta License. Beta licenses are not available under this EA as EA Products.

ARTICLE 3—SCOPE OF USE

3.1 Additional Permitted Uses. For the term of the EA, City may copy and Deploy the EA Products to Customers up to the quantities of licenses granted in Appendix A. No other Customer has a right to copy (except as permitted in the Master Agreement) or Deploy the EA Products. City may transfer, redistribute, or Deploy the

EA Products within the continental United States; Hawaii; Alaska; and US territories, excluding Puerto Rico and the US Virgin Islands.

3.2 Uses Not Permitted

- a. Customer 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 Master Agreement.
- b. Customer shall not transfer, redistribute, or assign EA Products to any third party without the prior written permission of Esri.

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

3.4 Consultant Access. Customer's consultants or contractors may use EA Products in accordance with the Master Agreement. Customer may not permit its consultants or contractors to install EA Products on consultant, contractor, or third-party computers or remove EA Products from Customer locations except for the purposes of hosting the EA Products on contractor servers for the benefit of Customer.

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 Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>) as modified by this Section 4.1.

a. Tier 1 Support Provided by City

- (1) The Tier 1 Help Desk will provide Tier 1 Support to all Customers.
- (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 Case(s). Tier 1 Support analysts shall obtain a full description of each reported Case and the system configuration from Customer. This may include obtaining any customizations, code samples, or data involved in the Case. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Case(s).
- (5) If the Tier 1 Help Desk cannot resolve a Case, 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 available to Customer.
- (6) City may assign named Tier 1 Help Desk individuals up to the quantity listed in Appendix B. These individuals will be identified through the My Esri portal and will be 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 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 the 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 Case(s) submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals and not Customer.
- (5) When a Case 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 Customer.

- (6) Esri may, at its sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website or, if requested, deliver them on media.

4.2 Maintenance for Unit-Priced Items. Annual maintenance fees for Unit-Priced Items are not included in the EA Fee, and if ordered, additional fees will apply.

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

5.1 Purchase Orders, Invoicing, Delivery, and Deployment

- a. Esri does not require City to issue purchase orders and will invoice City for the initial payment upon the Effective Date of the EA. Subsequently, Esri may submit invoices up to thirty (30) days before (i) the payment date shown in Appendix B or, (ii) if no payment dates are shown, the anniversary dates of the EA. City may submit purchase orders in accordance with its own process requirements. If City issues purchase orders, then City will submit its initial purchase order upon execution of this EA and any subsequent purchase order at least thirty (30) days before the anniversary date. Invoices will be due and payable within thirty (30) days of invoice.
- b. Any purchase orders that City issues will reference, incorporate, and be subject to the terms and conditions of this EA. Additional or conflicting terms in any purchase orders, invoices, or other documents exchanged during the ordering process, other than the terms of this EA, Product or Service descriptions, quantities, pricing, and delivery instructions, are void and of no effect. City will process all orders and deliveries pertaining to this EA through City's centralized point of contact.
- c. City will include the following information in each purchase order:
 - (1) Esri customer number, the ship-to address, and bill-to address as identified in Appendix C.
 - (2) Purchase order number.
 - (3) Applicable annual payment due and name of Customer. For Unit-Priced Items, the name of the product and quantity.
 - (4) On the face of the purchase order, the following printed statement: "Governed by and subject to Enterprise Agreement No. 00297010.0."
- d. Esri will 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.
- e. 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 C—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. Esri may invoice for and City agrees to pay any such sales or use tax associated with receipt of tangible media.
- f. Esri reserves the right to suspend Customer's access to and use of EA 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 overdue balance.
- g. Certain Esri Offerings are consumption-based and allow Customer to sign up for payment in arrears. Unless otherwise stated in this EA, consumption-based Esri Offerings will be billed separately and are not included in the EA Fees.

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

5.3 Esri User Conference Registration. Esri shall provide Esri 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 Customers. Third parties may not represent or attend on behalf of Customer at any Esri User Conference.

ARTICLE 6—POINTS OF CONTACT; NOTICES

6.1 Points of Contact. In Appendix C, each party shall identify points of contact for administrative and technical issues.

6.2 Legal Notices. Except as otherwise set forth in this EA, any notice, report, demand, or other communication will be made in writing in English; 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.: Director of Contracts and Legal
Fax: 909-307-3020
Email: legalnotices@esri.com

To: City
as listed in Appendix C

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; Convenience. Esri may terminate this EA for a material breach by Customer. Customer 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 Customer, 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. Customers 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). Customer may continue to use Rolled-In Software, provided Customer complies with the terms and conditions of the Master Agreement. Further, Esri agrees that Customer is not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Customer orders maintenance at time of EA termination. Other items that may be included in this EA—such as Advantage Program, access codes, and Esri User Conference registrations—will also terminate if this EA is terminated. This EA may not be terminated for convenience.

7.3 License Term and Use upon Expiration of EA Term. Upon full payment of EA Fee and expiration of this EA, the Master Agreement will survive, and Customer may continue to use the Deployed EA Products included in the final Deployment Report and Rolled-In Software in accordance with the terms and conditions set forth in the Master Agreement. Customer shall notify Esri of the quantity and type of licenses for which Customer 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, Customer decides to reinstate maintenance, Customer must pay maintenance reinstatement fees from the date of EA expiration (i.e., back maintenance fees). Customer may only purchase standard maintenance or reinstate maintenance on licenses that were included in the final Deployment Report. 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 Esri Confidential Information. Certain terms and conditions of this EA are confidential and proprietary information of Esri. Except as provided herein, City shall not publish or disclose the EA (or contents) to any third party without Esri's prior written consent. Disclosure may be made only to those City employees, contractors, or consultants of Customer (e.g., outside counsel or accountants) who have a need to know to perform their duties

or work on behalf of Customer and have an obligation of confidentiality. No other portions of the EA may be disclosed to a contractor or consultant. To the extent that any such disclosures may be required by law (such as an open/public records request), City shall inform Esri of the requested disclosure, with a reasonable description of the requested disclosure and identification of the requester, in sufficient time for Esri to assert any objection Esri may have to such disclosure with the appropriate administrative or judicial body.

8.2 Disclosure of Fees for Unit-Priced Item(s). If Unit-Priced Items are included in this EA, Esri gives permission to City to maintain Unit-Priced Item prices, fees, and discounts on City's intranet, subject to password protection accessible to Customer, to support potential procurements. City shall use no less than the same degree of care to protect this information as it uses to protect its own confidential information or third-party information of similar nature. City must include the following notice on information concerning this EA and its pricing posted on or accessible through City intranet that is accessible by Customer and its employees, or on any other web pages that make reference to this EA, including order forms:

PRICING INFORMATION, INCLUDING APPLICABLE DISCOUNT RATES, CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL AND PROPRIETARY. EXCEPT TO SUPPORT AUTHORIZED LICENSE ACQUISITIONS, RECIPIENT WILL NOT COPY, DISCLOSE TO ANY THIRD PARTY, OR USE ANY PRICING INFORMATION FOR ANY OTHER PURPOSE OR PROGRAM.

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, cyber attack, 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 Customer 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. Customer shall not be entitled to or seek any discount from the OEM partner or Esri, directly or indirectly, as a result of or based on the availability of such Products as EA Products under this EA. Customer 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 Master Agreement provided by the OEM 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 uncapped 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 EA, some of the items listed in Appendix A may become obsolete, will no longer be commercially offered, or may no longer be available for Deployment. Customer may continue to use EA Products that have 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 and Esri's Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle> by selecting the product type and clicking the Product Life Cycle link for specific product plans.

ARTICLE 13—GENERAL PROVISIONS

13.1 If there is a conflict among any of the terms and conditions in the various documents, the order of descending precedence will be as follows: (1) Signature Page, (2) Enterprise License Terms and Conditions, (3) Master Agreement. For the avoidance of doubt, Article 7—Term, Termination, and Expiration of this EA supersedes any termination language in the Master Agreement with respect to all Products and Services provided under this EA. If Customer subscribes to the Advantage Program, the Advantage Program terms and conditions of the Master Agreement take precedence over the provisions of this EA with respect to products or services provided under 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 7.3 and Article 8 of this Enterprise License Terms and Conditions document will survive the expiration or termination of this EA.

**APPENDIX A
PRODUCTS AND DEPLOYMENT SCHEDULE**

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

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

Product	Total Qty. to Be Deployed
ArcGIS Desktop: ArcGIS Desktop Advanced, Standard, and Basic (Single and Concurrent Use)	Uncapped
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Tracking Analyst, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager (Single and Concurrent Use)	Uncapped
ArcGIS Enterprise: Enterprise and Workgroup (Advanced and Standard)	Uncapped
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	Uncapped
ArcGIS GIS Server: Advanced, Standard, Basic	
ArcGIS Enterprise Additional Capability Server: ArcGIS Image Server and ArcGIS GeoEvent Server	Uncapped
ArcGIS Monitor	Uncapped
ArcGIS Engine (Single Use)	Uncapped
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst (Single Use)	Uncapped
ArcGIS Runtime Advanced	Uncapped
ArcGIS Runtime Analysis Extension	Uncapped
Mapping and Charting Solutions: Esri Production Mapping for Desktop and ArcGIS Aviation Airports (Single and Concurrent Use)	Uncapped

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

Item	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
ArcGIS Image Analyst for use with ArcGIS Pro (Concurrent Use)	-	3	3
ArcGIS Locate XT (Concurrent Use)	-	2	2
ArcGIS Data Interoperability Desktop Extension (Concurrent Use)	-	2	2
ArcGIS GeoAnalytics Server	-	1	1
ArcGIS Notebook Server Advanced	-	1	1
ArcGIS GeoAnalytics Server for Staging	-	1	1
ArcGIS Notebook Server Advanced for Staging	-	1	1
ArcGIS Insights in ArcGIS Online (Named User Term License)	-	15	15
ArcGIS Insights in ArcGIS Enterprise (Named User Term License)	-	6	6
Site Scan Single Operator (Term License) in Year 1	-	1	1
Site Scan Single Operator (Term License) in Year 2 and Year 3	-	2	2
Site Scan Single Access (Term License) in Year 1	-	1	1
Site Scan Single Access (Term License) in Year 2	-	2	2
Site Scan Single Access (Term License) in Year 3	-	3	3
ArcGIS Velocity (Standard License)	-	1	1
ArcGIS Developer Subscription (Professional Level) annual subscription	-	1	1
ArcGIS Parcel Fabric User Type Extension for ArcGIS Enterprise (Term License)	-	5	5
ArcGIS Utility Network Service User Type Extension for ArcGIS Enterprise (Term License)	-	3	3
ArcGIS Business Analyst Web App Online (Term License)	-	15	15
ArcGIS Navigator for ArcGIS Online (Term License)	-	20	20
ArcGIS Tracker for ArcGIS Online (Term License)	-	125	125
ArcGIS Urban Suite (Term License)	-	1	1
ArcGIS Enterprise Editor Named User (Term License)*	-	75	75
ArcGIS Enterprise Field Worker Named User (Term License)*	-	100	100
ArcGIS Enterprise Creator Named User (Term License)*	-	150	150

Product	Number of Subscriptions	Named Users*	Annual Credits
ArcGIS Online Subscription	3	75 Viewers 75 Editors 150 Field Workers 10 Storytellers 150 Creators	133,750

Product	Number of Term Licenses	Community Identities	Annual Credits
ArcGIS Hub Premium	1	100	10,000
ArcGIS Hub Premium Additional Community Identities – Blocks of 1,000	-	3 Blocks of 1,000	-

**The EA Fee is based on an estimated number of 100 ArcGIS Online Creator User Types, 40 ArcGIS Online Editor User Types, 50 ArcGIS Online Viewer User Types, 40 ArcGIS Enterprise Editor User Types, 75 ArcGIS Enterprise Field Worker User Types, and 85 ArcGIS Enterprise Creator User Types. City may Deploy up to the quantity set forth in Table A-2, but any increase over the estimated number of Named Users will be taken into consideration for fees associated with future renewals.*

**APPENDIX B
EA FEE SCHEDULE**

The EA Fee is \$803,000. The EA Fee is in consideration of the EA Products, EA Maintenance, Esri User Conference registrations, Advantage Program, and Esri Training Pass. If Customer has signed up to be billed in arrears for consumption based Esri Offerings, the EA Fee does not include such consumption fees.

	Year 1	Year 2	Year 3	EA Fee
Payments	\$228,000	\$270,000	\$305,000	\$803,000

Number of Esri User Conference Registrations per Year	10
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	7
Number of Sets of Backup Media, if Requested	2
Term of EA	Three (3) Years from Effective Date
Advantage Program	100 Technical Advisory Hours per Year 100 Learning and Services Credits per Year in Year 1 and Year 2 50 Learning and Services Credits in Year 3
Esri Training Pass**	20 days in Year 1 only

**Training Pass days may be rolled over from year to year. Unused Training Pass days will expire upon expiration of the EA Term.

**APPENDIX C
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
380 New York Street
Redlands, CA 92373-8100
Email: service@esri.com
Phone: 888-377-4575
Fax: 909-307-3083

2. Esri contact for Tier 2 Support issues:

MyEsri: <https://my.esri.com>
Phone: 909-793-3774 (within the United States only)
Web: <https://support.esri.com>

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

Name: Ari Kassin-Fuentes, Gis Programmer/Database Analyst
Email: kassinfuentesA@elpasotexas.gov
Phone: (915)212-1440
Fax: (915)212-0073

4. All invoices to City will be mailed to the address listed below:

City Office: DoITs -IT Admin
Name: IT-Contract Managment
Address: City 2-Mulligan Building / 4th Floor
218 N Campbell, El Paso, Texas 79901

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

City Office: DoITs-Application Support
Name: Ari Kassin-Fuentes
Address: City 2-Mulligan Building / 4th Floor
218 N. Campbell, El Paso, Texas 79901

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

City Office: DoITs-IT Admin
Name: Ari Kassin - Fuentes
Address: City 2-Mulligan Building / 4th Floor
218 N. Cambell, El Paso, Texas 79901