

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Tuesday, January 02, 2024
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Gregory N. Thompson
ROLL CALL.....City Clerk, Tania Richardson
MINUTES OF PRECEDING MEETING.....Monday, December 18, 2023
MINUTES OF SPECIAL CALLED MEETINGFriday, December 22, 2023

OATHS OF OFFICE

- Oaths of office for Elected Candidates
- Nomination and election of Mayor
- Nomination and election of Presiding Officer

BUSINESS FROM THE FLOOR

- Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

- Bill No. 2395 - A Resolution** – Authorizing and directing the City Manager of the City of Winfield, Kansas to execute an agreement between the City of Winfield and Environmental Systems Research Institute, Inc. ("Esri"), regarding The Esri Small Municipal and County Government Enterprise Agreement (SGEA).

OTHER BUSINESS

ADJOURNMENT

- Next regular work session Thursday January 11, 2024 at 4:00 p.m.
- Next regular meeting Tuesday, January 16, 2024 at 5:30p.m..

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
December 18, 2023

The Board of City Commissioners met in regular session, Monday, December 18, 2023 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioners Brenda K Butters and Ronald E. Hutto were also present. Also in attendance were Taggart Wall, City Manager; Tania Richardson, City Clerk; and William E. Muret, City Attorney. Other staff members present were Patrick Steward, Director of Public Improvements; and Gus Collins, Director of Utilities.

Mayor Gregory N. Thompson noted all Commissioners present.

Commissioner Butters moved that the minutes of the December 4, 2023 meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

PROCLAMATION

-Proclaiming January 2024 as a time for celebration for Arbor Day.

BUSINESS FROM THE FLOOR

No one present.

NEW BUSINESS

Bill No. 2391 – An Ordinance – Amending Chapter 34, Section 78 (i), Gas rates, of the Winfield City Code. City Manager Wall explains this Ordinance will increase the gas rates over the next three years. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, all Commissioners voting aye, Bill No. 2391 was adopted and numbered Ordinance No. 4212.

Bill No. 2392 – An Ordinance – Amending Chapter 34, Section 78 (g), Electric rates and Chapter 78, Division 3- Service Classifications and Terms of the Winfield City Code. City Manager Wall explains this Ordinance will increase the electric rates incrementally over the next two years for the largest users and residential and commercial customers will see an annual impact of less than 1%. Upon motion by Commissioner Butters, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2392 was adopted and numbered Ordinance No. 4213.

Bill No. 2393 – A Resolution – Pledging commitment to a Multimodal Transportation Project Policy for the City of Winfield, Kansas regarding the use of Pathways to a Healthy Kansas, a Blue Cross and Blue Shield of Kansas grant dollars. City Manager Wall explains this Resolution authorizes application for additional BCBS Pathways Grant dollars of \$10,975.00 toward the 19th Ave project. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, all Commissioners voting aye, Bill No. 2393 was adopted and numbered Resolution No. 7423.

Bill No. 2394 – A Resolution – Amending the Comprehensive Fee Schedule for services provided by the City of Winfield, Kansas. City Manager Wall explains this Resolution will amend the Comprehensive Fee Schedule. Upon motion by Commissioner Butters, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2394 was adopted and numbered Resolution No. 7523.

OTHER BUSINESS

- Consider the purchase of a stormwater utility R-60 - Tracked 60" Rotary Mower. Commissioner Hutto moved to accept the quote from RC Mowers for the purchase of R-60 - Tracked 60" Rotary Mower. Motion was seconded by Commissioner Butters. With all Commissioners voting aye, motion carried.

-Consider 2024 CMB License Applications – City Clerk Richardson presented the following list of applicants for CMB licenses for 2024. Richardson asks the Commission to approve all applications.

Jumpstart 1	1318 Main St.
Jumpstart	1902 E 9 th Ave
Walmart #369	2202 Pike Rd.
Pizza Hut	1902 Main St.
U Pump It #224	221 E. 9 th Ave.
Food Mart	1500 Main St.
Dillon’s #45	2310 Main St.
Casey’s #1822	219 W. 9 th Ave.
Babi’s Petro Stop	2124 E, 9 th Ave.
Boss Hoggs Bar BQ	314 W. 8 th Ave
Quail Ridge Golf Course	3805 Quail Ridge Dr.

Commissioner Hutto made a motion that the enhanced CMB license applications for 2024 be approved. Motion was seconded by Commissioner Butters. With all Commissioners voting aye, motion carried.

-Acknowledgement and opening of 45-day Comment Period for City Fairgrounds De Minimis Action, KDOT Project No. 160-18 KA-6475-01, Federal Project No. ACSTP-A647(501). City Manager Wall explains that KDOT will acquire a 1.49 acre right of way and a 0.254 temporary easement for the projects. The City acknowledges that the project will not adversely affect the City Fairgrounds.

- Executive Session pursuant to the non-elected personnel exception. Commissioner Thompson made a motion that the Commission recess into executive session for a period not to exceed 20 minutes for the purpose of discussing non-elected personnel, with the City Manager invited. Motion was seconded by Commissioner Hutto. With both Commissioners voting aye, motion carried.

Regular Session resumed at 6:00 p.m.

ADJOURNMENT

Upon motion by Commissioner Hutto, seconded by Commissioner Butters, all Commissioners voting aye, the meeting adjourned at 6:00 p.m.

Signed and sealed this 28th day of December 2023.

Signed and approved this 2nd day of January 2024.

Tania Richardson, City Clerk

Gregory N. Thompson, Mayor

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
December 22, 2023

The Board of City Commissioners met in special session, Friday, December 22, 2023 at 9:00 a.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioners Ronald E. Hutto and Brenda K. Butters were also present. Also in attendance were Taggart Wall, City Manager; and Tania Richardson, City Clerk.

Mayor Thompson noted all Commissioners were present.

PUBLIC HEARING

-Consider Amendments to the Annual Budget for 2023. Mayor Thompson opened a public hearing regarding amendments to the 2023 annual budget for the City of Winfield. With no one present to comment, Mayor Thompson closed the public hearing.

BUSINESS FROM THE FLOOR

Mayor Thompson noted there were no citizens present to bring business to the Commission.

NEW BUSINESS

Bill No. 2395 – An Ordinance – Amending the Annual Budget for the City of Winfield, Kansas, for the year ending December 31, 2023, and the Ordinance adopting said budget providing for expenditures. Upon motion by Commissioner Butters, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2395 was adopted and numbered Ordinance No. 4214.

OTHER BUSINESS

-Worksession for January 2, 2024 is cancelled, regular Commission meeting will take place at 5:30 p.m. in the City Commission-Community Council Meeting Room

ADJOURNMENT

Commissioner Hutto made a motion to adjourn. The motion was seconded by Commissioner Butters. With all Commissioners voting aye, motion carried. Meeting adjourned at 9:02 a.m.

Signed and sealed this 28th day of December 2023.

Signed and approved this 2nd day of January 2024.

Tania Richardson, City Clerk

Gregory N. Thompson, Mayor



Request for Commission Action

Date: December 18th, 2023

Requestor: Jerred Schmidt, Director of Information Systems

Action Requested: Authorize the City Manager to execute The Small Municipal and County Government Enterprise Agreement (SGEA) with ESRI, Inc.

Analysis: For the past 15 years, the City of Winfield has maintained a Small Municipal and County Government Enterprise Agreement (SGEA) with ESRI, a global leader in Geographic Information System (GIS) technology. This longstanding partnership has enabled us to develop and sustain an advanced, enterprise-level GIS infrastructure, integral to our city's operations. Beyond the sophisticated maturity of our GIS system, which is seamlessly integrated into a large array of city systems and processes, this agreement has brought forth substantial economic and operational benefits:

- **Lower Cost per Unit for Licensed Software:** We have achieved significant cost savings in our software licensing, reducing the financial burden on our city's budget.
- **Reduced Administrative and Procurement Expenses:** The streamlined procurement process under this agreement has led to markedly lower administrative expenses, allowing for more efficient use of resources.
- **Complete Flexibility in Software Deployment:** The agreement grants us the flexibility to deploy software products as and when needed across various departments, enhancing our responsiveness and adaptability to changing needs.

The comprehensive integration of GIS technology not only augments our operational efficiency and decision-making but also contributes significantly to the improved quality of life for our residents. The strategic utilization of GIS, supported by the cost-effective and flexible framework of our agreement with ESRI, stands as a testament to our commitment to technological advancement and fiscal responsibility.

Fiscal Impact: Total cost of the agreement is \$87,900 over a 3-year term. This is a budgeted expense, \$29,300 will be paid annually out of account number 508800-521500

Staff Recommendation: Authorize the City Manager to execute the agreement.

Attachments: Agreement

A RESOLUTION

AUTHORIZING and directing the City Manager of the City of Winfield, Kansas to execute an agreement between the City of Winfield and Environmental Systems Research Institute, Inc. ("Esri"), regarding The Esri Small Municipal and County Government Enterprise Agreement (SGEA)

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The City Manager of the City of Winfield, Kansas, is hereby authorized and directed to execute an agreement between the City of Winfield, Kansas, and Environmental Systems Research Institute, Inc. ("Esri"), regarding the Esri Small Municipal and County Government Enterprise Agreement (SGEA); a copy of which is attached hereto and made a part hereof.

Section 2. This resolution shall be in full force and effect from and after its adoption.

ADOPTED this 2nd day of January 2024.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager



October 20, 2023

Mr. Jerred Schmidt
City of Winfield
200 E 9th Ave
Winfield, KS 67156-2818

Dear Jerred,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: service@esri.com
Attn: Customer Service SG-EA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Marcus Kitchens



Quotation # Q-507940

Date: October 20, 2023

Customer # 122477 Contract #

City of Winfield
 Management of Information Systems
 200 E 9th Ave
 Winfield, KS 67156-2818

ATTENTION: Jerred Schmidt
 PHONE: (620) 221-5526
 EMAIL: jschmidt@winfieldks.org

Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/20/2023 To: 1/18/2024

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 2	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 3	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$87,900.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$87,900.00

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: Marcus Kitchens	Email: mkitchens@esri.com	Phone: 636-949-6620 x5581
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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, then unless otherwise stated in this quotation, 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.

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

Esri Use Only:

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



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-1)**

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

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

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 Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
50 ArcGIS Online Viewers
50 ArcGIS Online Creators
10,000 ArcGIS Online Service Credits
50 ArcGIS Enterprise Creators
2 ArcGIS Insights in ArcGIS Enterprise
2 ArcGIS Insights in ArcGIS Online
5 ArcGIS Location Sharing User Type Extension (Online)
5 ArcGIS Location Sharing User Type Extension (Enterprise)
2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
2 ArcGIS Utility Network User Type Extensions (Enterprise)
2 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

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.