

Enterprise Agreement



Enterprise Agreement No. 333075

This Enterprise Agreement, including the documents listed below ("EA"), is between **City of Riverside ("City")**, with its main offices located at 3900 Main Street, Riverside, California 92522, and **Environmental Systems Research Institute, Inc. ("Esri")**, with an Effective Date of July 1, 2018. 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—City Annual Deployment Report
 - Appendix D—EA Points of Contact
 - Appendix E—Tier 1 Help Desk Authorized Individuals
3. License 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 RIVERSIDE
(City)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: _____
Chief Financial Officer/City Treasurer

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: _____
Authorized Signature

Printed Name: Timothy Brazeal
Manager, Commercial & Government Contracts

Title: _____

Date: October 5, 2018

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: _____
Authorized Signature

Printed Name: Chris Johnson
Manager, Commercial & Government Contracts

Title: _____

Date: 10/5/18

Approved as to Form
By: _____
E512G Rosemary Koo
Senior Deputy 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 and Eligible Agency. 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 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.
- "License Agreement" means the applicable master agreement incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment, or (ii) a signed license agreement between Esri and Customer that supersedes such electronically acknowledged license agreement.
- "Rolled-In Software" means Products 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.
- "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.

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 License Agreement and any additional terms set forth in this EA. Rolled-In Software will be licensed in accordance with the License Agreement.

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

2.3 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the EA Products exclusively for Customer's benefit. Customer shall be solely responsible for compliance by consultants and contractors with this License Agreement and shall ensure that the consultant or contractor discontinues use of EA Products upon completion of work for Customer. Access to or use of EA Products by consultants or contractors not exclusively for Customer's benefit is prohibited. 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 purpose of hosting the EA Products on contractor servers for the benefit of Customer. Consultant or contractors 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.

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 License 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 License 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 License Agreement. A new 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.

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 www.esri.com/legal) 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 in Appendix E 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.

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 upon the Effective Date of the EA and annually thereafter in accordance with the fee schedule set forth in this 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 D.
 - (2) Purchase order number.
 - (3) Applicable annual payment due and name of Customer.
 - (4) On the face of the purchase order, the following printed statement: "Governed by and subject to Enterprise Agreement No. 333075."
- 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 D—EA Points of Contact, FOB destination with shipping charges prepaid. City may purchase additional backup media sets at the prices in effect at the time of purchase. Delivery or receipt of tangible media could cause prior and future license fees to be subject to taxes. Esri may invoice for and City agrees to pay any such sales or use tax associated with receipt of tangible media.
- f. City shall track the Deployment status of EA Products.

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 a written report, as set forth in Appendix C, to Esri detailing all Deployments made, including preexisting and Rolled-In Software. The report will be subject to audit by an authorized representative of Esri.

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

ARTICLE 6—POINTS OF CONTACT; NOTICES

6.1 Points of Contact. In Appendix D, 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.: Manager, Contracts and Legal
Fax: 909-307-3020
Email: legalnotices@esri.com

To: City
as listed in Appendix D

ARTICLE 7—TERM, TERMINATION, AND EXPIRATION

7.1 Term. The term of the EA will be from July 1, 2018, through June 30, 2021, unless this EA is terminated earlier as provided herein.

7.2 Termination for a Material Breach; Convenience. Either party may terminate this EA for a material breach by the other party. The breaching party 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. Customer 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 License 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 EEAP, Esri Virtual Campus annual user license, access codes, Virtual Campus dollar credits, 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 License Agreement will survive, and Customer may continue to use the Deployed EA Products and Rolled-In Software in accordance with the terms and conditions set forth in the License Agreement. 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). City shall not Deploy additional copies of the EA Products beyond the quantities in use upon termination or as of the date of expiration.

7.4 Termination for Non-Appropriation of Funds or Lack of Funds. City obligation to pay the amounts due under this EA may be contingent upon appropriation of funds for this EA ("**Lack of Funds**"). Either party may terminate this EA for Lack of Funds by providing a written termination for Lack of Funds notice no less than sixty (60) days prior to the next annual EA payment. In all such cases, the effective date of the termination will be the last day of the EA year for which City has paid. Under no circumstances may City deploy additional copies of the EA Products upon termination of the EA for Lack of Funds.

- a. City may retain a combination of some or all of the perpetual Deployed EA Products and all Rolled-In Software of like products identified in Appendix A, subject to the following conditions:
 - i. City will report the quantity and types of EA Products Deployed as of the termination date;
 - ii. Esri will calculate the aggregate value of EA Products Deployed, excluding Online Services or term based Products, at then-current list price, plus the aggregate cost of maintenance for the Deployed EA Products and Rolled-In Software (collectively, the "**Deployed EA Value**");
 - iii. Esri will deduct the value of all other deliverables, including but not limited to Online Services, term based Products training, virtual campus, workshops, and services, provided as part of this

EA from the total EA Fees paid by City, as set forth on Appendix B, at the date of termination, ("**Remaining Value**");

- iv. If the Deployed EA Value is less than or equal to the Remaining Value, Customer may retain all Deployed perpetual EA Products and Rolled-In Software at the maintenance version current as of the date of termination. No refund will be provided to City for unused fees.
 - v. If the Deployed EA Value is greater than the Remaining Value, Customer will inform Esri of the quantities of Deployed EA Products and Rolled-in Software that it will retain at the maintenance version current as of the date of termination, such that the aggregate Software and maintenance does not exceed the Remaining Value. Customer will uninstall, remove and destroy all Deployed EA Products not retained. Rolled-In Software not retained at current maintenance will revert to the version that was current as of the start date of the EA term.
- b. After termination, Customer must immediately uninstall, remove and destroy all Deployed EA Products not retained. All subscriptions, User Conference Passes, Training and other services will end at termination. Rolled-In software not retained at current maintenance will revert to the version that was current as of the start date of the EA term.
 - c. Within thirty (30) days of termination of the EA for Lack of Funds, City will document in writing to Esri the total quantity and type of Products for which Customer desires to obtain maintenance, if any. Payment of maintenance fees will be effective from the date of the EA termination.
 - d. Customer's use of any retained Products and Rolled-In Software following termination of the EA Agreement will be in accordance with the License Agreement. If at a future date Customer chooses to renew its Rolled-In Software or any other retained Products, Customer will be required to pay maintenance retroactive to the date of termination in order to receive the most current version and support.

ARTICLE 8—VOLUNTARY DISCLOSURE

8.1 Esri Reserved Information. Appendix B is reserved information. Except as provided herein, City shall not voluntarily publish or disclose the EA (or contents) to any third party without Esri's prior written consent. City is required by law to make public and open all EA information and records, including, but not limited to, related City budget records for EA (or contents), purchase orders, or change orders. City shall make available information required by law without requirement to inform Esri. City shall inform Esri of a requested voluntary disclosure, with a reasonable description of the requested voluntary disclosure and identification of the requester, in sufficient time for Esri to assert any objection Esri may have to such voluntary disclosure with the appropriate administrative or judicial body.

ARTICLE 9—RELATIONSHIP OF THE PARTIES

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

ARTICLE 10—FORCE MAJEURE

If the performance of any obligation under this EA is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war; threat of or actual terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

ARTICLE 11—GIS STANDARD

City shall officially name Esri as its GIS standard and act as a reference for other Esri customers and potential customers as long as the EA remains in effect. This EA will not be construed or interpreted as an exclusive

dealings agreement, and the City reserves the right to purchase from third parties any of their requirements for GIS software or related services.

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

ARTICLE 12—ADMINISTRATIVE REQUIREMENTS

12.1 Esri Partner Original Equipment Manufacturer (OEM) Bundled or Embedded Items/Services. Certain Esri partners are authorized to either embed limited portions of Esri technology or bundle Esri products or services with the partner's application or service under Esri's OEM or Solution OEM programs. Partner pricing and product bundling is independent of this EA, and each partner markets under its own business model and pricing. 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 license 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, which can be found at <http://support.esri.com/en/content/productlifecycles> by selecting the product type and clicking the Product Life Cycle link for specific product plans. Esri's Product Life Cycle Support Policy, available at <http://help.arcgis.com/en/shared/product-life-cycle/ProductLifeCycle.pdf>, covers the support phases and overall support plans.

ARTICLE 13—GENERAL PROVISIONS

13.1 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) License Agreement. If Customer subscribes to the Esri Enterprise Advantage Program (EEAP), the EEAP terms and conditions take precedence over the provisions of this EA with respect to products or services provided under EEAP. 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 use and concurrent use)	Uncapped
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager (single use and concurrent use)	Uncapped
ArcGIS Enterprise: ArcGIS 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 Engine	Uncapped
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst (single use)	Uncapped
ArcGIS Runtime	Uncapped
ArcGIS Runtime Analysis Extensions	Uncapped
Mapping and Charting solutions: Esri Production Mapping for Desktop	Uncapped

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

Item	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
ArcGIS Data Interoperability Desktop Extension (Single Use)	2	--	2
ArcGIS Data Interoperability Desktop Extension (Concurrent Use)	1	--	1
ArcGIS GeoEvent Server (Production License)	1	--	1
Insights for ArcGIS for Use with ArcGIS Enterprise	--	15	15
CityEngine Advanced (Single Use) – Year 1	--	1	1
CityEngine Advanced (Single Use) – Year 2	--	2	2
GeoPlanner for ArcGIS Online	--	10	10

Drone2Map for Use with ArcGIS Enterprise (Term License)	--	2	2
ArcGIS Developer Subscription (Builder Level)	—	2	2
ArcPad	1	--	1

Product	Number of Subscriptions	Level 1 Named Users per Subscription	Level 2 Named Users per Subscription	Annual Credits per Subscription
ArcGIS Online Subscription	1	200	200	100,000

Product	Level 2 Named Users
ArcGIS Enterprise Named Users – Year 1	100
ArcGIS Enterprise Named Users – Year 2	200
ArcGIS Enterprise Named Users – Year 3	300

**APPENDIX B
EA FEE SCHEDULE**

The EA Fee is \$1,071,000. The EA Fee is in consideration of the EA Products, EA Maintenance, and Esri International User Conference registrations. The Total Not-To-Exceed Value of this Agreement is \$1,071,000.

	Year 1	Year 2	Year 3	EA Fee
Payments	\$340,000	\$350,000	\$381,000	\$1,071,000

Number of Esri International User Conference Registrations per Year (Annual Passes)	25
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	10
Term of EA	Three (3) Years from July 1, 2018 – June 30, 2021

Esri Proprietary and Confidential Information

**APPENDIX D
EA POINTS OF CONTACT**

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

1. Esri point of contact for order processing issues:

Name: Customer Service
Esri
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: <http://my.esri.com>
Phone: 909-793-3774 (within the United States only)
Fax: 909-792-0960
Web: <http://support.esri.com>

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

Name: Kenneth Althiser
Email: kalthiser@riversideca.gov
Phone: 951-826-5121
Fax: 951-826-5604

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

Office: Innovation and Technology, Administration
Name: Arlene Yazzie
Email: ayazzie@riversideca.gov
Phone: 951-351-6091
Fax: 951-826-5604

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

Office: Innovation and Technology
Name: Kenneth Althiser
Addr.: 3900 Main St.
Riverside, CA 92522

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

Office: Innovation and Technology
Name: Kenneth Althiser
Addr.: 3900 Main St., Riverside, CA 92522
Fax: 951-826-5604

APPENDIX E
TIER 1 HELP DESK AUTHORIZED INDIVIDUALS

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

1. Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

2. Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

3. Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

4. Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

5. Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

6. Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

7. Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

8. Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

9. Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

10. Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

DELEGATION OF AUTHORITY

I, Laura Dangermond, as Secretary of Environmental Systems Research Institute, Inc. (the "Corporation"), hereby appoint the following employee(s) to act for and on behalf of the Corporation, each acting solely, with full authority to sign agreements in accordance with the Signature Delegation Policy for the Contracts and Legal Services Department, on behalf of the Corporation. The authority delegation is not subject to further delegation without my prior written consent.

This authority hereby delegated to the named persons shall completely expire as of midnight in San Bernardino County, California on December 31, 2018.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
ALEJANDRA MERINO	Manager, International Contracts	
DONALD J. BERRY, JR.	Director, Operations	
CHRIS JOHNSON	Manager, Commercial & Government Contracts	
KRISTA MORENO	Director, Contracts and Legal	
TIMOTHY BRAZEAL	Manager, Commercial & Government Contracts	
WILLIAM FLEMING	Managing Attorney	



Laura Dangermond
Secretary

Effective Date: January 1, 2018

Corporate Seal of
Environmental Systems
Research Institute, Inc.