

File ID: 2026-01085

6/23/2026

[Contract] Suspend Competitive Bidding for the Purchase of Environmental Systems Research Institute, Inc. (ESRI) Enterprise Agreement [Two-Thirds Vote Required]

File ID: 2026-01085

Location: Citywide

Recommendation: Pass a **Motion** by a two-third vote to: 1) suspend competitive bidding for Geographic Information Systems (GIS) software licenses and support, in the best interests of the City; and 2) authorize the City Manager or designee to execute a Software Enterprise Agreement (EA) with Environmental Systems Research Institute, Inc. (ESRI) in the not-to-exceed amount of \$1,400,000 for a three-year contract period.

Contact: Dan McCoy, Program Manager, (916) 808-2873, dmccoy@cityofsacramento.org; Rong Liu, IT Manager, (916) 808-1979, rliu@cityofsacramento.org; Darin Arcolino, Chief Information Officer, (916) 808-0403, darcolino@cityofsacramento.org; Department of Information Technology

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Agreement

Description/Analysis

Issue Detail: GIS technologies are critical tools for improving the quality, accuracy, and responsiveness of government services provided by the City. GIS technology is an integrated cross-sectoral software platform that is used to capture, store, check, integrate, analyze, and display data related to a position on the Earth's surface. ESRI's ArcGIS family of software is a collection of industry-standard products that work together to provide an integrated GIS system and an enterprise solution platform to support the City's business needs. No other GIS software vendor provides such a full-featured platform with products that cover the entire spectrum of software components required. The City has been using ESRI GIS software for over 25 years. ESRI software is embedded in all City departments and provides robust real-time support to a variety of City operations including 911 dispatching, garbage pickup routing, 311 Service Center, building permit applications, code enforcement, zoning and land-use planning, street and park maintenance, water distribution and wastewater collection, underground service alert marking, Emergency Operations Center, and public

information requests.

Policy Considerations: The recommendations in this report are consistent with AP-4101-Procurement of Non- Professional Services. City Code section 3.56.230.C authorizes the City Council to suspend competitive bidding for the purchase of services or supplies when, upon a two-thirds vote, the City council determines it is in the best interest of the City to do so. City Council approval is required for extending Professional Services beyond five years and executing a contract amendment that increases the contract amount to \$250,000 or more per City Professional Services Policy and City Code 3.04.20.

Economic Impacts: None.

Environmental Considerations: This report concerns administrative activities and government fiscal activities that do not constitute a “project” as defined by the CEQA Guideline sections 15378 (b) (2) and 15378 (b)(4) and are not subject to the provisions of CEQA

Sustainability: Not applicable.

Commission/Committee Action: None.

Rationale for Recommendation: ESRI is the industry leader in GIS and developer of the ArcGIS family of software products and GIS services. This EA will further expand on the ESRI software licenses and capabilities already employed throughout the city. An EA will give licensed users unlimited access to a variety of ESRI products including ArcGIS Server, ArcGIS Velocity Server, ArcGIS Image Server, ArcGIS Velocity Server, ArcGIS Desktop, ArcGIS Spatial Analyst Extension, ArcGIS Geostatistical Analyst Extension, and ArcGIS Schematics Extension. Staff conducted extensive research of other GIS software and determined that only ESRI’s software products have the capabilities that fully support the City’s operations and business requirements.

In addition, ESRI is the only provider of their EA, software licenses, support, and maintenance. As such, staff are recommending sole source procurement of an EA for a three-year term. The proposed EA will save the City approximately \$400,000 in software licensing costs over the three-year term.

Financial Considerations: No additional funding is requested. Funding is available within various departmental operating and Capital Improvement Program (CIP) budgets for those departments that utilize ESRI software.

Local Business Enterprise (LBE): Not applicable.

CONTRACT #: PRC004317
 CONTRACT NAME: ESRI Enterprise Agreement
 AGREEMENT TERM: 06/28/2026-06/27/2029
 AUTHORIZED RENEWALS: None
 DEPARTMENT/DIVISION: IT/GIS&DOU Support

PROJECT: NA
 NOT-TO-EXCEED AMOUNT: \$1,400,000
 SOLICITATION: Alternative Method
 LBE (Y/N): N
 COUNCIL FILE ID: 2026-01085

This Enterprise Agreement (“EA”) is by and between the organization identified in the signature line below with its principal place of business at the address provided below (“**Customer**”) and **Environmental Systems Research Institute, Inc.** (“**Esri**”).

This EA sets forth the terms and conditions for Customer’s use of EA Products, Rolled-In Software, Unit-Priced Items, provision of Esri User Conference registrations, Training, and Services as specified herein and in the Proposal Letter. The rights granted in this EA apply only to the EA Products listed in the Proposal Letter.

This EA is comprised of the Proposal Letter (Attachment 1) and this Enterprise Agreement E512N document and incorporates by reference the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this EA, the order of precedence for the documents shall be as follows: (i) the Enterprise Agreement E512N document, (ii) the Master Agreement, and (iii) the Proposal Letter. For the avoidance of doubt, Article 5—Term, Termination, and Expiration of this EA supersedes any termination language in the Master Agreement for all items in the Proposal Letter.

If the Proposal Letter includes Services other than Maintenance, the applicable Services terms and conditions take precedence over the provisions of this EA with respect to those Services. Customer’s centralized point of contact identified in the Proposal Letter will approve work under the Advantage Program or Customer will notify Esri of an alternative contact.

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 the licensing of the EA Products, Training, and Services. Any modifications or amendments to this EA must be in writing and signed by an authorized representative of Customer and Esri.

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

[SIGNATURES ON THE LAST PAGE]

ACCEPTED AND AGREED:

CITY OF SACRAMENTO

 (Customer or City)

ENVIRONMENTAL SYSTEMS
 RESEARCH INSTITUTE, INC.
 (Esri)

By: _____
 Authorized Signature

By: _____
 Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Enterprise Agreement No. 00351332.0

1.0—DEFINITIONS

Capitalized terms used in this EA and Proposal Letter will have the same meaning they do in the Master Agreement. In addition, the following definitions apply to this EA:

- **“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.
- **“Customer”** 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”, “Deployed” and “Deployment”** mean to redistribute and install the EA Products and related Authorization Codes within Customer’s organization.
- **“EA Fee”** means the fee set forth in the EA Fee Schedule contained in the Proposal Letter.
- **“EA Maintenance”** means Tier 2 Support provided to Customer as described in Article 3—EA Maintenance.
- **“EA Products”** means the Products identified in the Proposal Letter, excluding Unit-Priced Items.
- **“Effective Date”** means the date specified in the Proposal Letter as the Effective Date and if no Effective Date is specified, the last date of signature on the Enterprise Agreement.
- **“Master Agreement”** means the applicable master agreement incorporated by this reference that is the Click-Through Master Agreement, Products Only (E204CW) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgement.
- **“Proposal Letter”** means the attached offer document that includes, at a minimum, the EA Products and EA Fee and may also include additional Esri Products and Services.
- **“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 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 contacts in My Esri to provide all Tier 1 Support within Customer’s organization.
- **“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.
- **“Unit-Priced Items”** means optional Products or Services that are listed in the Proposal Letter as separately orderable for an additional fee. Pricing for Unit-Priced Items is valid for one (1) year from the Effective Date, unless a different duration is identified in the Proposal Letter.

2.0—GRANT OF LICENSE

- 2.1 Grant of License.** Subject to the terms and conditions of this EA, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the EA Products listed in the Proposal Letter for the term of the EA (i) for the applicable EA Fee and (ii) in accordance with the Master Agreement. Unit-Priced Items and Rolled-In Software, if listed in the Proposal Letter, will be licensed in accordance with the Master Agreement. Beta licenses are not available under this EA as EA Products.
- 2.2 Reserved.**
- 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 in accordance with the Master Agreement. Customer will be solely responsible for compliance by consultants and contractors with this EA and will 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 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 EA Products on contractor servers for the benefit of Customer.
- 2.4 Additional Permitted Uses.** For the term of the EA, Customer may copy and Deploy the EA Products to Customer’s organization up to the quantities of licenses identified in the Proposal Letter. No other entity has a right to copy (except as permitted in the Master Agreement) or Deploy the EA Products. Customer may only transfer, redistribute, and Deploy the EA Products within the continental United States; Hawaii; Alaska; and U.S. territories, excluding Puerto Rico and the U.S. Virgin Islands.
- 2.5 Uses Not Permitted.** Customer shall not transfer, redistribute, or assign EA Products to any third party without the prior written permission of Esri. 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 U.S. Export Control Regulation requirements of the Master Agreement.
- 2.6 Third-Party Offerings.** If the Proposal Letter includes a third-party offering that Esri is reselling, that third-party offering may be subject to the third party’s terms and conditions and, if applicable, will be provided at the time of delivery with the third-party offering.

3.0—EA MAINTENANCE

- 3.1 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 3.1. If Unit-Priced Items are included in the Proposal Letter, annual maintenance fees for Unit-Priced Items will be in addition to the Fee and ordered separately from this EA.
- a. Tier 1 Support**
1. The Tier 1 Help Desk will provide Tier 1 Support to all Customer’s authorized users.
 2. The Tier 1 Help Desk will be fully trained in the EA 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, data, databases, or other information 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. Customer may assign named Tier 1 Help Desk individuals up to the quantity listed in the Proposal Letter. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals through the My Esri portal.

b. Tier 2 Support

1. Tier 2 Support analysts will log the calls received from the Tier 1 Help Desk.
2. Tier 2 Support analysts 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 analysts 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 analysts will assist the Tier 1 Help Desk individuals and attempt to resolve the Case.
5. When the Case is resolved, Tier 2 Support analysts will communicate the information to the Tier 1 Help Desk, and the Tier 1 Help Desk will disseminate the resolution to the users.
6. For Tier 2 Support, contact Esri through My Esri at <https://my.esri.com>, via the web at <https://support.esri.com>, or by phone at 909-793-3774 (within the United States only).

3.2 Obsolescence. During the term of this EA, some EA Products may be retired, become obsolete, or may no longer be available to Deploy in the identified quantities. Customer may continue to use EA Products that have been Deployed, but updates for EA Products and Rolled-In Software in the mature and retired phases may not be available. 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> by selecting the product type and clicking the Product Life Cycle link for specific product plans.

4.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

4.1 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 EA Products. Delivery of updates/new versions of EA Products will be made in the same manner. Customer will establish a single point of contact who will be responsible for Deployment. Esri may invoice the EA Fee up to thirty (30) calendar days before (i) the payment dates identified in the Proposal Letter; or (ii) if no payment dates are identified, the annual anniversary date for each year of the EA.
- 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 EA Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at the lesser of one percent (1.0%) per month or the maximum monthly 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 by Customer. 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 applicable sales or use tax associated with the receipt of tangible media.

4.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own internal process, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before (i) the payment dates identified in the Proposal Letter; or (ii) if no payment dates are identified, the annual anniversary date for each year of the EA. Any purchase orders that Customer issues will reference, incorporate, and be subject to the terms and

conditions of the 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 Services descriptions, quantities, pricing, and delivery instructions, are void and of no effect.

- a. All orders pertaining to this EA will be processed through Customer's centralized point of contact on the Proposal Letter. Customer can send order processing questions to Customer Service at Esri 380 New York Street Redlands, CA 92373-8100; send emails to service@esri.com; or call Esri at 888-377-4575.
- 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; for Unit-Priced Items, the name of the product and quantity
 4. The following printed statement "Governed by and subject to the signed Enterprise Agreement number 00351332.0."
- c. Invoices must be submitted to either of the addresses specified below.
 - (1) Email. Submit email invoices and any attachments to: apinvoices@cityofsacramento.org
 - (2) Postal Mail. If emailing is not an option, mail to:
A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608

All invoices submitted by Esri must contain the following information:

- (1) CITY's current Purchase Order Number
 - (2) Esri's Invoice Number
 - (3) Date of Invoice Issuance
 - (4) Esri's remit address
 - (5) Amount of Invoice
- d. **Accounting Records of Esri.** During performance of this Contract and for a period of three years after completion of performance, Esri shall maintain all records related to this Contract, Esri shall keep and make records available for inspection and audit by representatives of the Customer upon reasonable written notice. The inspection and audit will occur at Esri's corporate headquarters in Redlands, California during Esri's normal business hours. The inspection and audit right in this paragraph do not extend to Esri's general and administrative overhead and profit percentages.
 - e. **Tax Payments.** The EA Fee is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing.

5.0—TERM, TERMINATION, AND EXPIRATION

- 5.1 **Term.** This EA and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Proposal Letter. Except as otherwise authorized in this Section 5, this EA is for the committed duration identified in the Proposal Letter. If the Proposal Letter includes optional years, Customer may exercise each optional year by providing written notice to Esri Customer Service sixty (60) calendar days prior to the end of the then-current year. If more than one optional year is identified in the Proposal Letter, then each optional year must be exercised consecutively, or the EA will expire at the end of the then-current year. An optional year may be a duration other than twelve (12) months and will be identified in the Proposal Letter.

If the Proposal Letter includes Training Pass days, unused Training Pass days do not rollover to subsequent years and expire at the end of each annual term.

- 5.2 Use upon Expiration.** Upon full payment of the EA Fee and expiration of this EA, the Master Agreement will survive, and Customer may continue to use the perpetual licenses of 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, as may be applicable, elect 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, as may be applicable, must pay maintenance reinstatement fees from the date the EA expired (i.e., back maintenance fees). Customer only purchase standard maintenance or reinstate maintenance on licenses that were included in the final Deployment Report. Customer shall not Deploy additional copies of the EA Products beyond the quantities in use as of the date of expiration. All term licenses and subscription licenses of Deployed EA Products terminate upon expiration of the EA. Esri User Conference registrations, Advantage Program Learning and Services credits, and Training Pass days terminate upon expiration.
- 5.3 Term Enterprise Agreement.** If the EA Products are all term licenses and subscription licenses, Customer is only authorized to use EA Products during the term identified in the Proposal Letter and all EA Products, all Maintenance, and Esri User Conference registrations terminate upon termination of the EA.
- 5.4 Reserved.**
- 5.5 Termination for a Material Breach.** Either party may terminate this EA 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. 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 Fee will be due and payable by Customer within thirty (30) days from the date of termination.
- 5.6 Termination for Lack of Funds.** For an EA with government or government-owned entities, either party may terminate this EA before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.
- 5.7 Termination for Convenience.** Neither Customer nor Esri may terminate the EA for convenience.
- 5.8 Use Upon Termination.** For termination under Sections 5.3–5.6, Customer shall uninstall, remove, and destroy all EA Products; training materials; and any whole or partial copies, modifications, or merged portions in any form. Upon request, Customer shall deliver evidence of such destruction to Esri (e.g., certification letter). Except in the event that the Master Agreement has been terminated for Customer's uncured material breach, Customer may continue to use Rolled-In Software, provided Customer comply with the terms and conditions of the Master Agreement. Further, Esri agrees that Customer are 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, Training Pass days, access codes, and Esri User Conference registrations—will also terminate if this EA is terminated.

6.0—CONFIDENTIALITY

- 6.1 Esri Confidential Information.** All proprietary and other information received from Esri by Customer, whether received in connection with proposal to Customer or in connection with any services or software purchased by Customer, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to Customer, Customer shall give notice to Esri of any request for the disclosure of such information. Esri shall then have five (5) calendar days from the date it receives such notice to enter into an agreement with the Customer, satisfactory to the attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by Customer in any legal action to compel the disclosure of such information under the California Public Records Act. Esri

shall have sole responsibility for defense of the actual "trade secret" designation of such information. The parties understand and agree that any failure by Esri to respond to the notice provided by Customer and/or to enter into an agreement with Customer, in accordance with the provisions of this section, shall constitute a complete waiver by Esri of any rights regarding the information designated "trade secret by , and such information shall be disclosed by Customer pursuant to applicable procedures required by the California Public Records Act.

6.2 Disclosure of Fees for Unit-Priced Items. If Unit-Priced Items are included in the Proposal Letter, Esri gives permission to Customer to maintain Unit-Priced Item prices, fees, and discounts on Customer's intranet, subject to password protection accessible to Customers, to support potential procurements. Customer 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. Customer must include the following notice on information concerning Unit-Priced Item pricing posted on or accessible through Customer intranet that is accessible by Customers and their employees, or on any other web pages that make reference to the EA Fee or Unit-Priced Items, including order forms:

PRICING INFORMATION, INCLUDING APPLICABLE DISCOUNT RATES, CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL AND PROPRIETARY. EXCEPT TO THE EXTENT REQUIRED BY LAW, INCLUDING THE CALIFORNIA PUBLIC RECORDS ACT, OR 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.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 Esri Partner Original Equipment Manufacturer (OEM) Bundled or Embedded Items/Services. 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 EA. Customer will not seek any discount from the OEM partner or Esri based on the availability of EA Products under this EA. Customer will not decouple Esri products or services from the OEM partners' application or service. Esri products or services embedded in third-party products or services are not EA Products.

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

7.3 Esri User Conference Registration. Esri shall provide Esri User Conference registrations to Customer annually during the term of this EA in the quantities set forth in the Proposal Letter. Customer is responsible for distributing the registrations internally. Third parties may not represent or attend on behalf of Customer at any Esri User Conference.

7.4 New Products. Esri reserves the right to exclude new Products from uncapped Deployment if added to this EA. 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 an educational site or enterprise license. Such items can be made available to Customer on a limited-quantity basis or as Unit-Priced Items.

7.5 Relationship of the Parties. This EA will not be construed or interpreted as an exclusive dealings agreement. This EA does not constitute a partnership, joint venture, or agency between Esri and Customer. Neither Esri nor Customer will hold itself out as such, nor shall Esri or Customer be bound or become liable because of any representation, action, or omission of the other.

7.6 GIS Standard. Either party may publicize the existence of this EA. Customer 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.

8.0—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, in whole or in part, of another entity or its assets; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, separately or collectively referred to as "**Ownership Change**"). There will be no decrease in the EA Fee as a result of any Ownership Change.

- 8.1** Customer may not transfer or Deploy EA Products to any third party in connection with a divestiture, merger, or sale of Customer or its assets, in whole or in part. If an Ownership Change results in a divestiture or a transfer or sale of a portion of Customer's organization or its assets, that portion of Customer's organization will return the EA Products to Customer or uninstall, remove, and destroy all copies of the EA Products.
- 8.2** This EA 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 EA Products. This Agreement will terminate upon such Ownership Change.
- 8.3** If Customer merges with or acquires part of another entity or its assets, Esri reserves the right to increase the EA Fee in proportion to the anticipated increase in Deployments or terminate this EA and the parties will negotiate a new agreement. If Customer acquires another entity and Customer would like to Deploy EA Products to that entity, Esri and Customer must first sign an amendment to this EA adding the new entity and agree to an increase in the EA Fee.

9.0—GENERAL PROVISIONS

- 9.1 Governing Law.** This EA shall be governed by and construed in accordance with the governing law identified in the Master Agreement.
- 9.2 Legal Notices.** Please send all legal notices to Esri 380 New York Street Redlands, California 92373-8100 Attention: Director of Contracts and Legal or email legalnotices@esri.com.
- 9.3 Survival of Certain Clauses.** The provisions of Sections 2.2 and 5.2 and Article 6 will survive the expiration or termination of this EA.
- 9.4 Optional Purchases and Not To Exceed Amount.** During the Term of this Agreement, Customer may elect to procure additional Esri products and/or services not included in the EA Products described in the current Proposal Letter, in an aggregate amount not to exceed \$185,000.00. Such purchases are not included in the current EA Fee and are subject to Esri's then-current pricing and a mutually executed amendment to this Agreement.

10.0—INSURANCE

- 10.1 Insurance Requirements.** During the entire term of this Agreement, Esri shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Esri is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Esri's insurance premiums.

Esri's liability to the Customer is not in any way limited to or affected by the amount of insurance coverage required or carried by the Esri in connection with this Contract.
- 10.2 General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Esri, products and completed operations of

Esri, and premises owned, leased, or used by Esri, with limits of one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

The Customer, its officials, employees and volunteers shall be covered by policy terms or blanket endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Esri; products and completed operations of Esri; and premises owned, leased, or used by Esri.

10.3 Technology Errors and Omissions including Network Security & Privacy Liability Insurance. Esri shall obtain Technology Errors and Omissions including Network Security & Privacy liability insurance, with limits not less than \$2,000,000 per occurrence or claim. Coverage to include the following: The policy shall provide third party coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses.

A. Technology Errors and Omissions: any loss caused by an error, omission or negligence by the primary insured.

B. Communications and Media Liability

(1) Communications & Media Liability (TM, Copr. infringement, plagiarism)

(2) Copyright and TM infringement claims in advertising, internet, and other material excluding infringement of copyrighted software.

C. Network & Information Security Liability

Virus transmission, denial of service, breach of privacy or confidentiality obligations

If policy is a claims-made policy such coverage shall be continued for three (3) years following the completion of this EA. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for minimum of three (3) years after completion of this EA.

Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required blanket endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in the Proposal Letter. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXIGIS LLC
P.O. Box 947
Murrieta, CA 92564

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:
certificates-sacramento@riskworks.com

(3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and blanket endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein, provided that CITY may not withhold payments or cancel the Agreement if Esri buys a replacement policy that ensures continuous coverage and otherwise complies with the requirements of this paragraph.

**ATTACHMENT 1
PROPOSAL LETTER**

May 6, 2026

Dan McCoy
City of Sacramento
915 I Street
NCH 3rd Floor
Sacramento, CA 95814

Dear Dan:

As a follow-up to our ongoing meetings regarding an Enterprise Agreement for City of Sacramento, I am providing proposed pricing and product rights below.

The Esri Enterprise Agreement (EA) will remain in effect for three (3) years and grant City of Sacramento access to the Esri products listed below.

Maintenance on all listed software, including maintenance on listed software deployed prior to the Agreement, is included for the term of the EA. This Agreement also includes Licenses that are Annual and will expire at the end of the Agreement.

The Agreement will be effective on June 28, 2026, and requires a firm three-year commitment.

Although your organization has already deployed a considerable amount of Esri technology, our experience with similar customers indicates there is significant potential to apply GIS in many additional areas within your organization. For these reasons, we believe your organization will greatly benefit from an Enterprise Agreement. An EA offers numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software identified in this proposal and deployed within the organization
- Complete flexibility to deploy software products when and where needed

Proposed payment terms for the EA, developed to reflect your organization's anticipated deployment schedule, are as follows:

	Year 1	Year 2	Year 3	Total
Annual EA Fee	\$357,600	\$412,000	\$444,900	\$1,214,500

Esri products and services to which City of Sacramento will have deployment rights during the term of this agreement include:

EA Products— Esri Flex (formerly Uncapped) *

Product - Perpetual	Total
ArcGIS Enterprise: ArcGIS Enterprise (Advanced and Standard)	Esri Flex
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst	Esri Flex
ArcGIS GIS Server: Advanced, Standard, Basic	Esri Flex
ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS Velocity Server (provided upon commercial release as migration from ArcGIS GeoEvent Server)	Esri Flex
ArcGIS Monitor	Esri Flex
ArcGIS Runtime Advanced	Esri Flex
ArcGIS Runtime Analysis Extension	Esri Flex

Product - Subscription	Total
ArcGIS Enterprise Contributor (formerly Editor) User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Mobile Worker User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Creator User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Professional User Type Annual Subscription	Esri Flex
ArcGIS 3D Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	Esri Flex
ArcGIS Geostatistical Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	Esri Flex
ArcGIS Network Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	Esri Flex
ArcGIS Spatial Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	Esri Flex
ArcGIS Online Viewer User Type Annual Subscription	Esri Flex
ArcGIS Online Contributor (formerly Editor) User Type Annual Subscription	Esri Flex
ArcGIS Online Mobile Worker User Type Annual Subscription	Esri Flex

ArcGIS Online Creator User Type Annual Subscription	Esri Flex
ArcGIS Online Professional Plus User Type Annual Subscription	Esri Flex

*Esri Flex (formerly Uncapped) provides the right to Deploy quantities as needed throughout the term of the Agreement.

The Enterprise Agreement also includes:

EA Products—Capped Quantities

Annual Subscription Products	Term 1	Term 2	Term 3
Site Scan Single Operator USA Hosted Annual Subscription	2	2	2
ArcGIS StreetMap Premium for ArcGIS Pro Enterprise USA State Annual Subscription	2	2	2
ArcGIS Online Premium Feature Data Store M-2 Annual Subscription	1	1	1

User Type Products	Term 1	Term 2	Term 3
ArcGIS Enterprise	<i>(number of Users per Term)</i>		
ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise Annual Subscription	0	35	50
ArcGIS Image Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	1	1	1
ArcGIS Online (3 Organizational Subscriptions)	<i>(number of Users per Term)</i>		
ArcGIS Business Analyst Web App Advanced Online Annual Subscription	1	1	1
ArcGIS Online Service Credits (based on user types listed under Esri Flex)	76,500	76,500	76,500
Additional Service Credits – Block of 1,000	3	3	3

The EA also includes the following additional components:

Additional Benefits	Quantity
Esri International User Conference Registrations	15

Esri Premium Support Services (PSS): One annual PSS subscription with a total of two authorized callers and up to 10 premium support cases. PSS gives your organization the convenience of prioritized case management and personalized technical support for Esri customers. Premium Support Services complement and extend existing standard technical support options by providing focused industry-centric support. The PSS program has been designed to meet the needs of Esri customers who are developing, implementing, or supporting complex, mission-critical GIS applications. With the Premium Support Services program, your organization will benefit from the highest level of technical support that Esri offers.

- PSS key components include:

- An assigned Technical Account Manager who acts as your organization's liaison within Esri Support Services and across Esri departments

- 24/7/365 case response and work clock

- Prioritized case management

- One-hour response time for all reported PSS issues

- Daily status updates for all PSS cases

- Premium access to the My Esri Portal

- Quarterly review of PSS cases and service

- Other benefits exclusive to PSS customers

- You can find more information about PSS at <https://support.esri.com/en-us/support-services/premium>

Optional Purchases and Not-to-Exceed Authorization

Customer may elect to procure additional Esri software, training, and/or services that are not included in the EA Products described in this Proposal.

These optional purchases:

- Are not included in the current Annual EA Fee
- Will be priced in accordance with Esri's then-current pricing at the time of purchase
- Will require a mutually executed amendment to the Agreement

The total aggregate amount for such optional purchases during the three-year term of the Agreement shall not exceed \$185,000. For clarity, the total not-to-exceed amount authorized under this Agreement, inclusive of the EA Fee and optional purchases, is \$1,400,000.

This proposal is valid for 30 days. In order to complete the agreement within this timeframe, I ask that you contact me within the next seven days to work through any questions or concerns you may have.

Esri and City of Sacramento have a long and rich history working together. I appreciate the opportunity to present you with this proposal, as I believe it will greatly benefit your organization. Thank you very much for your consideration.

Best regards,

Corey Welsh
Senior Account Manager – Local Government

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: *Colleen E Shaffer*

Title: Manager, Commercial & Government Contracts

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: *[Handwritten Signature]*

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: