

**RESOLUTION 21-16**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., FOR THE PURCHASE OF GIS DATABASE AND SOFTWARE MAINTENANCE SUPPORT IN THE TOTAL AMOUNT OF \$82,500.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Environmental Systems Research Institute, Inc., relating to the purchase of GIS database and software maintenance support, in the total amount of Eighty Two Thousand Five Hundred Dollars (\$82,500.00), in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 22<sup>nd</sup> day of October, 2020.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_



Mark Sheldon, Mayor

**ATTEST:**



Lynne Fasone, City Clerk

October 13, 2020

## GIS Software and Software Maintenance for the City of Panama City Beach

**Prepared for:**

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## 1.0 Executive Summary

The City of Panama City Beach is seeking a geographic information system (GIS) solution to enhance government activities and services delivered to the public. This solution will also support social distancing of employees through online mapping, analysis, and collaboration.

Esri helps cities worldwide leverage data and location-based information for better data management, sharing, and collaboration to improve decision making, operational efficiencies, and constituent engagement. As the global market leader in GIS since 1969, we offer the most powerful mapping and spatial analytics technology available. Our offerings include software, support, training, data, and professional services to help customers implement and apply our platform, ArcGIS, to their workflows.

ArcGIS, is used by more than 350,000 organizations worldwide and is recognized as the standard in GIS for organizations to create, edit, maintain, analyze, and share spatial information. Some City of Panama City Beach departments already use ArcGIS to address daily business needs. Our proposed solution builds on and extends your current implementation of and investment in ArcGIS.

We propose that the city leverage Esri's ArcGIS Commercial-off-the-shelf (COTS) software—supported by professional services—to implement tools for data management, sharing, collaboration, and constituent engagement in a virtual environment that allows for social distancing. Because the most cost effective way to license ArcGIS software across your organization is through Esri's Small Government Enterprise Agreement (SGEA), we are recommending that you use this purchasing vehicle to access the platform, as well as a supplemental professional services package for implementation.

This gives you a centralized vehicle for software procurement/licensing that reduces administrative costs and provides access to the ArcGIS platform, the ability to scale software as needed and support multi-tiered environments, and a fixed cost for the duration of the contract period. Because ArcGIS is an open, interoperable platform, it also supports your integration with enterprise systems such as asset management and work order management systems.

Esri affirms that it is authorized to do business in Florida (and maintains a satellite office in West Palm Beach), has no known conflict of interest with any of the work performed by the City of Panama City Beach, has adhered to the instructions for submittal of this proposal, and has the ability to provide required services in a timely fashion.

In the following sections, we describe how you can more fully leverage ArcGIS to achieve your desired business goals and workflows. We welcome the opportunity to further discuss our *recommendations, this agreement, and recommended professional services (consulting/ implementation services)* with you.

## 2.0 Company Profile

Esri develops GIS software that helps organizations deliver effective and sustainable solutions to problems around the world. We offer ArcGIS, a mapping and spatial analytics platform that combines the science of geography with powerful GIS technology to reveal deeper insights into data. We also provide user education and training, technical support, and consulting services to help our users apply our technology to make more effective decisions and improve outcomes.

### *Our Capabilities*

Founded in 1969, Esri is a financially stable, privately owned corporation with a policy of zero debt. Private ownership means no stockholders forcing short-term decisions at the expense of long-term objectives. This lets us maintain a strong commitment to innovation and rapidly address the changing and emerging needs of our user community. Each year, we reinvest more than 30 percent of our revenue in research and development to support new advancements in our platform technology.

To help our users effectively implement geospatial technology to meet their needs, Esri maintains a worldwide partner network of more than 2,200 partners, including global alliances with major technology leaders such as Autodesk, SAP, Microsoft, Amazon Web Services, IBM, and SAS. We also have more than 80 international distributors that support Esri users in more than 150 countries.

### *Our Customers*

Esri's top priority is helping customers use GIS technology to solve important challenges. We invest in our customers, seek to understand the issues and opportunities they face, and work closely with them to build viable solutions for every industry. As a result of this commitment to customer success, our platform has become widely pervasive and supports users in many industries.

Today, Esri software is deployed in more than 350,000 organizations including the world's largest cities, most national governments, 75 percent of Fortune 500 companies, and more than 7,000 colleges and universities. Esri engineers the most advanced solutions for digital transformation, the Internet of Things (IoT), and location analytics to inform the most authoritative maps in the world.

In addition to our satellite office in West Palm Beach, FL, Esri maintains 10 regional offices in the United States. Esri also has an extensive network of international distributors that help us meet the needs of customers in more than 150 countries and maintains a Partner Network of more than 2,000 business partners who help implement, integrate, and extend our software.



### **City of Brentwood, TN**

The City of Brentwood has been on the Esri platform for the past 14 years and has an Esri Small Government Enterprise Agreement. In 2013, the Esri Professional Services team provided consulting services to optimize their databases on premise and has used Esri training to keep staff up to date on products and tools.

Website: <https://www.brentwoodtn.gov/departments/information-technology/gis/web-maps>

Contact: Scott Summers  
GIS Coordinator

[scott.summers@brentwoodtn.gov](mailto:scott.summers@brentwoodtn.gov)

615-371-7002

### **City of Tampa, FL**

City of Tampa, FL, has had an Esri Enterprise Agreement since 2012.

Website

Contact: Kerry Wright

GIS Manager

813-274-7301

### **City of Albany, GA**

City of Albany, GA, has had an Esri Enterprise Agreement for two years.

Website

Contact: Shuronda Hawkins

IT Systems Administrator

[ShHawkins@albanyga.gov](mailto:ShHawkins@albanyga.gov)

### **County of Cobb, GA**

Cobb County, GA, has had an Esri Enterprise Agreement for three years.

Website: <https://www.cobbcounty.org/gis>

Contact: Jenn Lana

Cobb County GIS Manager

[Jennifer.Lana@cobbcounty.org](mailto:Jennifer.Lana@cobbcounty.org)

### **City of Johns Creek, GA**

City of Johns Creek, GA, has had an Esri Enterprise Agreement for two years.

Website: <https://datahub.johnscreekga.gov/>

Contact: Nick O'Day

Chief Data Officer

678-512-3202

[Nick.ODay@johnscreekga.gov](mailto:Nick.ODay@johnscreekga.gov)



## 4.0 Solution Overview

*A written narrative evidencing the respondent's ability to provide each item or element set forth in the Section II Description of Work and Services Required.*

*The City is interested in a GIS server and client software that will integrate with a wide variety of Asset Management Systems, Work Order Applications, Building and Planning Applications, Code Enforcement Applications, and Business Licensing Applications, Water and Sewer Flow Management Applications, with a large development group for future innovations in geospatial technology. The City will use this system for online GIS services for Residents and Tourists visiting the City of Panama City Beach's website in efforts to expand social distancing to the online tools. This GIS application should have all the traditional toolsets for local municipalities and include licensing for multiple levels of end-user rights within the City. The City's new GIS vendor must be able to provide at a minimum the components listed below. Other features may be recommended or added.*

Esri develops GIS software that helps organizations better understand their data and make more effective and informed decisions. We also support our users by providing training, technical support, and consulting services to help them succeed. Today, more than 350,000 organizations worldwide use Esri technology to solve problems and improve results.

Esri offers:

- **An enterprise GIS platform**—Esri provides ArcGIS, the world's most powerful mapping and analytics software. ArcGIS helps you apply location-based analysis to guide and improve your business practices. You can visualize and analyze your data to gain new insights, then share these insights with others through apps, maps, and reports.
- **GIS software**—Esri offers professional desktop GIS software that lets you create beautiful and informative maps, analyze data using scientific tools, compile and manage data, and publish your work so others can access and use it. You can apply the results of your GIS projects to challenges faced by your organization, your community, and people around the world.
- **Ready-to-use apps**—Esri provides focused apps that help make GIS work faster, easier, and more efficient. You can use these apps to incorporate your data, maps, and analysis tools into your everyday tasks and workflows. For example, ArcGIS apps let you collect data in the field, monitor your operations in real time, and engage the community.
- **Ready-to-use content**—Esri offers the ArcGIS Living Atlas of the World, which provides authoritative maps, data, and imagery covering thousands of topics. This global collection of content makes it easier for you to understand the geographic context of your data and support critical decision making. We frequently update the Living Atlas with new data from commercial providers and authoritative organizations around the world.

- **Industry solutions**—Esri provides [industry-specific solutions](#) to help our users jumpstart their projects. You can choose from hundreds of maps, apps, and platform configurations to meet the needs of your organization. These solutions follow industry best practices and emerging trends.
- **Developer tools**—Esri offers ArcGIS [developer tools](#) that let you build unique apps and tools that integrate location in your specific workflows. Our broad platform support allows you to develop applications for mobile devices, the web, and desktops, using content available online or within your organization.
- **Consulting services**—Esri provides professional consulting services to help you implement and apply our technology to meet your specific needs. Our services include focused project services to deliver turnkey systems and applications, as well as business and technical consulting services to provide GIS expertise and strategic guidance.
- **Training**—Esri offers instructor-led courses and self-paced e-Learning resources covering Esri software and GIS workflows. Our training is designed to accommodate the diverse needs, learning styles, and budgets of customers around the world and in dozens of industries.
- **Technical support**—Esri provides unlimited phone support and software upgrades to customers who are current on maintenance. Esri also offers a Premium Support option, which includes an assigned technical account lead, priority phone support, and 24/7/365 support availability.
- **Enterprise support**—Esri offers advanced enterprise support and guidance through the Esri Enterprise Advantage Program (EEAP). This annual subscription program includes access to support, training, and consulting services to help you deploy and use ArcGIS in the way that best addresses your specific business needs.
- **Community support**—Esri actively supports the global ArcGIS user community. We help users connect with us and with other users through conferences, regional and industry groups, and our online [GeoNet](#) community. We also share GIS news and updates through blog posts, videos, social media, and digital publications. In addition, we encourage the community to share ideas, content, and code—and we often incorporate their contributions in our products.

Our platform, ArcGIS, is the world's leading mapping and analytics platform. ArcGIS combines the science of geography with powerful GIS technology to help you make smarter decisions. With ArcGIS, you can use maps and spatial reasoning to explore data in new ways and gain a deeper understanding of any problem or situation. You can then share these insights and collaborate with others through web maps and apps. Organizations around the world are using ArcGIS to solve real problems and create positive change in industry and society.

## Esri Enterprise Agreement

To help local governments fast-track their implementation of ArcGIS in a cost-effective manner, Esri offers an Enterprise Agreement (EA) for small governments. This agreement provides access to most ArcGIS platform software as well as data, software maintenance, technical support, and online training for the duration of the agreement.

Benefits of the EA include:

- **Access to the platform**—With an EA, you can deploy unlimited quantities of the most current versions of core ArcGIS products and named quantities of other software. This gives you a foundation for enterprise deployment and future growth.
- **Flexible deployment options**—The EA supports flexible deployment options, including multi-tiered user environments, as well as the ability to scale when additional capacity is needed—at no additional cost.
- **Reduced administrative costs**—An EA reduces administrative costs by providing a centralized vehicle for software licensing and purchasing. Departments no longer need to spend time and effort on individual software purchases. ArcGIS also provides a single integrated location platform allowing cities to avoid costs and inefficiencies related to purchasing duplicative, separate technologies.
- **Fixed annual costs**—Costs for accessing the platform and other EA deliverables are determined for the term of the agreement and paid on an annual basis, allowing you to budget accordingly with no surprises. The Small Government EA is the most cost-effective method of deploying GIS at an enterprise scale.

## 4.1 Listed Requirements

Table 1. Solution Overview

Requirement	Compliant (Yes/No/Partially)	Comments
<b>Server Software:</b>		
Virtual Machine environment capable	Yes	
Enterprise level environment to host mapping information shared with many users in varying degrees of access	Yes	
Fully integrable with at least 3 competing software platforms in the following categories: Asset Management Systems, Work Order	Yes	

Applications, Building and Planning Applications, Code Enforcement Applications, and Business Licensing Applications, Water and Sewer Flow Management Applications		
Can handle multiple layers of large imagery files, aerials, and overlays	Yes	
A complete analyst server package	Yes	
A complete mapping server package	Yes	
Fully integrable with an online GIS rendering application with customized layers for external viewers	Yes	
License cost for on-premises server installation	Yes	See Section 6.0 Additional Products and Services for information on our recommended <a href="#">ArcGIS Enterprise compatible</a> professional services package.
<u>Desktop/End User Software:</u>		
Software <b>must be fully compatible in</b> a Windows 10 environment	Yes	
<b>2D and 3D</b> simultaneous mapping	Yes	We recommend using <a href="#">ArcGIS Pro</a> to achieve 2D and 3D simultaneous mapping.
Ability to share projects quickly and seamlessly amongst employees in the field	Yes	This capability can be easily achieved using our field apps. For more information on mobile workflows, see <a href="#">ArcGIS Apps for Field Operations</a> .
Mobile app for Android and iOS devices	Yes	
Customizable layers and toolsets with the ability to save presets for different level of end users	Yes	
Ability to work with AutoCAD, PDF, and Excel files for reference points	Yes	
Must be relatable to Global Positioning System and State Plane Coordinate System	Yes	
License cost for one (1) GIS Analyst / Coordinator / Super-User	Yes	Please see Section 5. Pricing and Appendix—Quote for Esri Enterprise Agreement.

License cost for Ten (10) Standard GIS / Engineer / Planner / Pro-Users	Yes	Please see Section 5, Pricing and Appendix—Quote for Esri Enterprise Agreement.
License cost for Fifty (50) local network viewing and mobile viewing / Standard-Users	Yes	Please see Section 5, Pricing and Appendix—Quote for Esri Enterprise Agreement.
<b>Hosting Components:</b>		
*Please note that while the SGEA includes enterprise software (ArcGIS Enterprise) as well as our SaaS solution (ArcGIS Online), ArcGIS Enterprise can be deployed behind your firewall in accordance with your organization's security requirements. ArcGIS Enterprise is an on-premises solution, while ArcGIS Online is hosted and managed by Esri in our secure cloud. For the purposes of answers to questions in this section, we will be responding for our SaaS offering, ArcGIS Online.		
99.9 percent uptime outside of scheduled maintenance, guaranteed by Service Level Agreement	Yes	Esri's Service Level Agreement for our SaaS offering, ArcGIS Online, specifies 99.9% uptime. <a href="#">This SLA</a> can be found on the <a href="#">Esri Trust Center</a> .  ArcGIS Online uses cloud infrastructure providers Amazon Web Services and Microsoft Azure which are ISO 27001 and FedRAMP Moderate compliant.
Data Center -- Tier II. Minimum requirements: reliable data center, managed network infrastructure, onsite power backup and generators, multiple telecom/network providers, redundant network, secure facility, 24/7/365 system monitoring.	Yes	Cloud infrastructure provider access is restricted by job function so that only essential personnel receive authorization to manage cloud infrastructure services. Physical access authorization utilizes multiple authentication and security processes: badge and smartcard, biometric scanners, on-premises security officers, continuous video surveillance, and two-factor authentication for physical access to the data center environment.  The cloud infrastructure providers' data centers have 24x7 uninterruptible power supply (UPS) and emergency power support, which may include generators. Regular maintenance and testing is conducted for both the UPS and generators. Data centers have also arranged for emergency fuel delivery.
Hosting. Minimum requirements: automated software updates, server	Yes	ArcGIS Online releases, which include patches and bug fixes, are published

<p>management and monitoring, multitiered software architecture, software updates and security patches, database updates and security patches, antivirus management and updates, server-class hardware, redundant firewall solutions, high performance SAN with N+2 reliability</p>		<p>quarterly. Security patches are deployed monthly, by default, and critical risk vulnerabilities are patched within 7 days. As part of FedRAMP Tailored Low compliance, ArcGIS Online implements a robust continuous monitoring program to monitor risk. This includes internal assessments at least annually.</p> <p>ArcGIS Online data security measures are in alignment with FedRAMP Tailored Low requirements (that have NIST 800 - 53 security controls as its core). ArcGIS Online's cloud infrastructure providers' data security policies, procedures, and processes align with industry standards such as FedRAMP Moderate and ISO 27001.</p>
<p>Bandwidth. Minimum requirements: multiple network providers, burst bandwidth of at least 2Gb/s</p>	<p>Yes</p>	<p>The cloud infrastructure providers utilize multiple separate network segments. There are no bandwidth requirements except for having internet access. Any bandwidth restrictions would come from the customer's end.</p>
<p>Disaster Recovery. Minimum requirements: 24/7 emergency support, on-line status monitor, event notification emails, recovery time objective for at least 24 hours, pre-emptive monitoring for disasters, multi-geographic region redundant back up data center</p>	<p>Yes</p>	<p>We have a Disaster Recovery Plan for ArcGIS Online designed in alignment with FedRAMP Tailored Low accreditation. ArcGIS Online cloud infrastructure providers ensure their business continuity plans align with ISO 27001 standards.</p>
<p>DDoS Mitigation. Minimum requirements: defined DDoS attack process including the ability to identify the attack source and type of attack, the ability to monitor the attack for a threshold and a plan once threshold is reached</p>	<p>Yes</p>	<p>ArcGIS Online utilizes AWS and Microsoft Azure native FedRAMP authorized security features to route users to ArcGIS Online resources. These Cloud Service Provider features provide protection against attacks such as common DDoS attack.</p>
<p>Upgradeable security packages.</p>	<p>No</p>	<p>ArcGIS Online Cloud infrastructure providers align with ISO 27001 and FedRAMP Moderate requirements. ArcGIS Online layers its security controls on top of the CSP infrastructure and is authorized as</p>

		a FedRAMP Tailored Low SaaS offering overall.
Online hosting costs for Customer-side viewing		With ArcGIS Online, you can publish unlimited maps, apps, and sites for public viewing at no additional cost. No "user" is required to access these. ArcGIS Online can be licensed at different user type levels, giving members of your organization different levels of administrative, editing, and publishing capabilities based upon their user type. User types are further defined at our <a href="#">Esri User Types</a> website.
<b>Support and Maintenance:</b>		
Dedicated account management	Yes	
Ongoing training opportunities and availability of robust, self-service documentation and technical support (videos and training manuals, etc.)	Yes	
24/7 Phone Support services—emergency and non-emergency situations	No	The SGI A comes with 24/7 self-service support services. Panama City Beach can opt to purchase Premium Support services, offering 24/7 phone support services for an additional fee.
Hot-fixes and new feature releases on a regular basis.	Yes	

## 4.2 Server Software

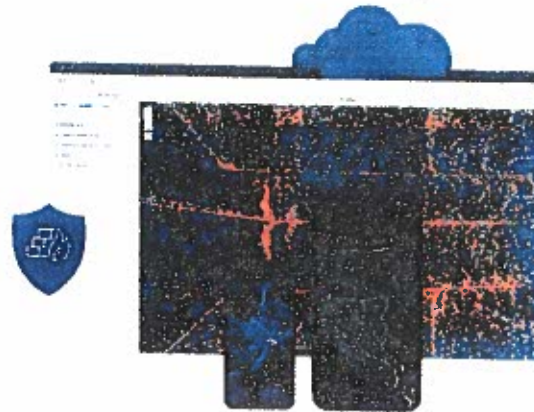
### ArcGIS Enterprise

ArcGIS Enterprise provides a complete GIS that lets you access powerful mapping and analytics and share geospatial data—all from a web browser. You can run ArcGIS Enterprise anywhere—behind your firewall or in the cloud. No matter how you deploy it, ArcGIS Enterprise helps you deliver GIS capabilities to every app, user, and device in your organization so you can improve your work and deliver better results.

ArcGIS Enterprise provides everything you need to deploy your GIS platform including:

- **A secure enterprise deployment—**

ArcGIS Enterprise is a secure, enterprise-ready GIS platform. It integrates with your existing identity stores to provide a seamless experience for your users. You can set up high availability and disaster recovery options to support your mission-critical workflows. You can also automate administrative tasks and analysis workflows to save time and effort. As your needs grow, you can customize and scale your deployment with additional capabilities and apps.



- **Data management—**ArcGIS Enterprise lets you give users secure access to the data they need for their maps, analytics, and decisions. You can use your existing databases to store and manage enterprise data. You can also configure ready-to-use data storage that doesn't require additional administration or cost. In addition, you can connect to Esri's ArcGIS Living Atlas of the World, a curated collection of basemaps, imagery, and authoritative maps and data on thousands of topics.

- **Mapping and visualization—**With ArcGIS Enterprise, you can visualize your data spatially, helping you see patterns and connections. You can showcase your data through simple web maps, tailored web pages, ready-to-use apps from Esri, and custom apps for any device. When you're ready, you can share your maps and apps with others—people within your organization, colleagues in other organizations, and members of the public.

- **Spatial analytics—**With ArcGIS Enterprise, you can use spatial analysis to better understand your operational landscape and determine what actions to take. ArcGIS Enterprise provides analytic tools that help you uncover spatial relationships, find the best locations and routes, detect patterns and hot spots, and model predictions. Your analytics can also incorporate data science tools such as Jupyter notebooks, Python scripts, and machine learning algorithms.

ArcGIS Enterprise also offers more advanced capabilities through specialized servers that unlock additional functionality. These specialized servers allow you to:

- **Process large imagery collections—**ArcGIS Image Server lets you process, analyze, and exploit massive collections of imagery, rasters, and data from remote sensors. You can process images on the fly to quickly provide users with the imagery they need. You can also run distributed analytics on raster data to extract valuable information from imagery.

- **Monitor events in real time—**ArcGIS GeoEvent Server allows you to process and display real-time streaming data from virtually any type of sensor. You can continuously



update maps, dashboards, and databases with live data, as well as define filters that automatically highlight critical events. When specific conditions are met, you can trigger alerts to key personnel so they can respond quickly and effectively.

- **Speed up big data analytics**—ArcGIS GeoAnalytics Server lets you use distributed computing to run batch analysis tasks on large volumes of data. With GeoAnalytics Server, you can analyze massive spatiotemporal datasets in hours or minutes instead of weeks or days.
- **Integrate GIS and data science**—ArcGIS Notebook Server lets you run notebooks that combine spatial algorithms and analysis tools with traditional data science methods. Your notebooks can access Esri's powerful ArcGIS API for Python and the ArcPy site package, as well as open-source analytical, statistical, and machine learning libraries. This lets you apply the tools you need to answer complex questions and solve problems.
- **Gain market insights**—ArcGIS Business Analyst Server helps you access and work with Esri's demographic, lifestyle, spending, and business data, on premises and behind your firewall. You can incorporate this data in your maps, analytics, and reports to drive more informed business decisions.

ArcGIS Enterprise is an important part of the ArcGIS platform. ArcGIS Enterprise allows you to organize, manage, analyze, and share your enterprise content while maintaining complete control over data security and access. You can use ArcGIS Enterprise to provide a scalable, distributed GIS that supports everyone in your organization. This lets you deliver location-based content and capabilities that help you improve your workflows and make more effective decisions.

## 4.3 Desktop & End User Software

### ArcGIS Desktop

ArcGIS Desktop is a complete software suite for desktop GIS. With ArcGIS Desktop, you get powerful desktop applications that you can use to create maps, perform spatial analysis, and manage geographic data and imagery. In addition, you can access the entire ArcGIS platform, allowing you to publish geographic content and share it with others.



ArcGIS Desktop includes:

- **ArcGIS Pro**—ArcGIS Pro is Esri's powerful 64-bit desktop GIS application. Technologically ahead of everything else on the market, ArcGIS Pro offers professional 2D and 3D mapping in an intuitive user interface. ArcGIS Pro is a big step forward for

desktop GIS—one that advances visualization, analytics, image processing, data management, and integration. You can use ArcGIS Pro to apply geographic science and spatial reasoning to improve your decisions.

- **ArcMap**—ArcMap is the industry-leading 32-bit desktop GIS application. With ArcMap, you can access a rich collection of tools that let you visualize, analyze, manage, and publish spatial data and imagery. These tools help you transform your data into useful maps that support staff across your organization.

With ArcGIS Desktop, you can also access:

- **ArcGIS Online**—Every ArcGIS Desktop license includes a subscription to ArcGIS Online, Esri's cloud-based mapping platform. ArcGIS Online allows you to publish your GIS content so it can be discovered and used by others. You can also access the [ArcGIS Living Atlas of the World](#), a massive curated collection of ready-to-use maps, data, and imagery covering thousands of topics.
- **Ready-to-use apps**—Esri provides a variety of focused apps that help you accelerate and enhance your GIS work. ArcGIS apps deliver tailored content and capabilities to the devices that are best suited for your workflows. You can use these apps to improve efficiency in the field, support better decision making in the office, and engage executives, stakeholders, and the public more effectively.
- **Software development tools**—You can use ArcGIS APIs and SDKs to build your own GIS apps for desktop, web, and mobile platforms. Your apps can connect to a wide range of content and location services including Esri's cloud services, items you publish through ArcGIS Online, and services you host on your own infrastructure.

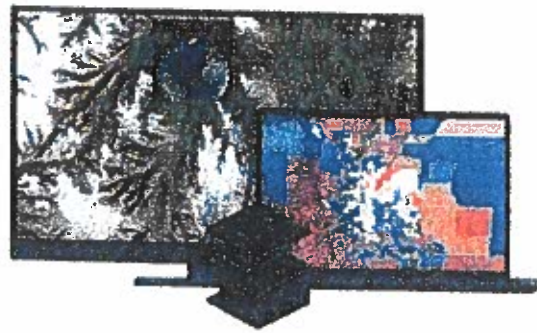
You can add more specialized GIS capabilities to ArcGIS Desktop through optional extensions. These extensions provide tools in areas like 3D modeling and analysis, network analysis, spatial analysis, image analysis, geostatistics, workflow management, data quality control, comprehensive data interoperability, and industry-focused workflows.

## ArcGIS Pro

ArcGIS Pro, a component of ArcGIS Desktop, is the next generation of professional desktop GIS software. You can use ArcGIS Pro to create 2D and 3D maps, perform spatial analysis, integrate and manage data, and process imagery—all through an intuitive 64-bit desktop application. You can also connect to your Web GIS, allowing you to access, publish, and share maps and other hosted services, both within your organization and online.

ArcGIS Pro provides a broad set of professional authoring, editing, and analysis tools that turn your data into authoritative maps. With ArcGIS Pro, you can:

- Create interactive and informative maps**—ArcGIS Pro lets you produce high-quality 2D and 3D maps that visualize your data and make it easy to understand. You can use context-sensitive cartography tools and industry-specific templates to create maps that emphasize important information, patterns, and relationships. For example, your maps can show sales by store location, reveal population trends across multiple neighborhoods, or highlight areas with heightened health risks due to pollution.
- Perform analytics and data science**—ArcGIS Pro includes hundreds of analysis and data science tools that help you identify patterns, make predictions, and answer complex questions. You can use these tools to uncover market opportunities, target resources to the areas of greatest need, solve complex vehicle routing problems, predict environmental impact, and more.
- Automate workflows**—ArcGIS Pro lets you use automation tools to improve the efficiency of analysis, editing, and data management workflows. For example, you can create geoprocessing models that chain multiple tools and processes together. You can also run scripts using Python and R. In addition, you can configure tasks that use wizards and training tools to guide people through repeatable workflows and business processes.
- Edit and manage data**—ArcGIS Pro helps you enforce data integrity and accuracy. You can use ArcGIS Pro to manage all kinds of spatial data, including real-time data and big data—whether that data resides in the cloud or in your infrastructure. ArcGIS Pro also provides editing tools that let you manipulate your data, automate editing workflows, review data integrity, edit data concurrently with other users, and more.
- Process imagery**—ArcGIS Pro provides tools that let you manage, analyze, and process imagery from a range of sources including satellites, aircraft, drones, full-motion video, elevation and lidar data, and more. With these tools, you can extract features from imagery, perform scientific analysis, and assess changes over time. You can also use on-the-fly processing and dynamic mosaicking to quickly deliver imagery to end users.
- Apply artificial intelligence (AI)**—ArcGIS Pro helps you use AI algorithms to recognize and learn from complex patterns, so you can extract even more advanced insights from your geospatial data. You can use ArcGIS Pro to build training datasets, then incorporate that data in deep learning models. ArcGIS Pro also integrates with machine learning frameworks and neural networks, as well as with modern AI hardware that you can deploy on premises and in the cloud.



- **Access the entire ArcGIS platform**—ArcGIS Pro gives you a user identity that lets you connect to your Web GIS portal, publish and share resources you create in ArcGIS Pro, and access maps, imagery, services, and other content available within your organization. You can also access focused apps that help you improve workflows in the field, in the office, and when engaging the public. In addition, you can use ArcGIS developer tools to build your own desktop, web, and mobile apps.
- **Expand your capabilities**—You can add even more professional GIS capabilities to ArcGIS Pro with optional extensions. These extensions provide advanced tools in areas like 3D modeling and analysis, spatial analysis, image analysis, network analysis, workflow management, and data quality control.
- **Add custom tools**—You can customize and extend ArcGIS Pro with add-ins and configurations developed with the ArcGIS Pro SDK for .NET. For example, you can build add-ins that extend the user interface (UI) with your own unique tools and customer workflows. You can also develop ArcGIS Pro solution configurations with your own custom branding, start-up experience, and streamlined UI.

ArcGIS Pro is a core component of the ArcGIS platform. As the premier desktop GIS application, ArcGIS Pro gives you the tools needed to integrate, visualize, and analyze all kinds of data. These tools help you transform your data into a variety of information products—like web maps, dashboards, and data collection apps—that are useful to staff across the organization. ArcGIS Pro also works with the rest of the ArcGIS platform, making it easy to publish and share your authoritative GIS resources so they can be accessed anywhere and on any device.

## 4.4 Hosting Components

### ArcGIS Online

ArcGIS Online is a cloud-based mapping and analysis platform that lets you deliver location intelligence to anyone, anywhere, on any device. With ArcGIS Online, you can create data-driven maps, use spatial analysis to learn more about your data, and share insights with others through useful apps. Because ArcGIS Online is software-as-a-service (SaaS), it can scale to support millions of users.



You can use ArcGIS Online to:

- **Make data-driven maps**—ArcGIS Online lets you create maps that visualize your data in useful and meaningful ways. You can easily bring data into ArcGIS Online—you can

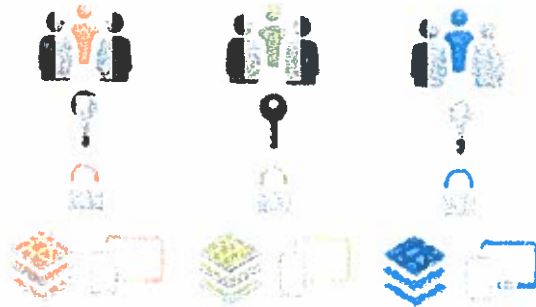
upload files, drag and drop spreadsheets, and connect to content you've stored in the cloud. You can then use smart mapping tools to select the best data classifications, colors, and styles for presenting your data and the story you want to tell.

- **Analyze data**—ArcGIS Online includes spatial analytics tools that help you better understand your data and answer important questions. You can use these tools to detect patterns and relationships, find the best locations and routes, make predictions, and determine which actions to take. You can then apply the insights you gain through your analysis and improve decision-making across your organization.
- **Access online maps and data**—With ArcGIS Online, you can access the [ArcGIS Living Atlas of the World](#), a global collection of curated maps and data on thousands of topics. You can use basemaps, imagery, live feeds, and data-driven maps from the Living Atlas to explore information about people, infrastructure, the environment, and more. Once you've discovered useful content in the Living Atlas, you can combine it with your own data and use it in your maps and analytics.
- **Share and collaborate**—ArcGIS Online lets you share your maps and collaborate with colleagues to solve problems. By sharing your maps in ArcGIS Online, you can make useful information and tools available to people in the office, in the field, and in the community. You can embed your maps in websites or social media posts, access them through Esri's ready-to-use apps, or create your own apps using APIs and no-code app builders.
- **Choose who can see your content**—ArcGIS Online gives you complete control over access to your maps and data. You can keep content private so only you can see it, or you can make it available to specific groups, to everyone in your organization, or to the public. This lets you share useful maps, data, and apps with anyone who needs them, while also protecting your private information.

ArcGIS Online delivers an enterprise-ready mapping and analysis system in the cloud. Because ArcGIS Online is hosted by Esri, you do not have to manage software updates and maintenance. Instead, you can focus on making maps and applying them in your work. ArcGIS Online also automatically scales to support peak periods of demand—thousands or even millions of users. In addition, ArcGIS Online meets IT requirements related to security, privacy, authentication, and system monitoring. In this way, ArcGIS Online lets you share location-based insights throughout your organization, helping your staff improve the way they work and make better decisions.

## ArcGIS and Identity

ArcGIS provides a unique, secure identity to each user of your organization's Web GIS portal. Your identity allows you to access GIS resources that are available to you, join groups for projects you're involved with, and share geographic information with others across your organization. No matter where you are or what apps or devices you use, your identity lets you connect to the content, capabilities, and colleagues that support your work.



ArcGIS supports identity through named user accounts. Because every ArcGIS named user has a unique identity, organizations can manage the content, apps, and privileges available to each of their users. For example, some users may only need to view content, while others need to create and edit content. By assigning privileges to each user as part of their identity, organizations can give users the capabilities they need—and support more effective IT governance.

### *Access ArcGIS Anywhere*

If you are an everyday ArcGIS user, you can use your named user account to log in to ArcGIS anywhere, anytime, and on any device. Your account associates you with your privileges to access maps, apps, data, and tools that are available within your organization. When you sign in to ArcGIS with your account, you can access:

- Content that you've created and saved under your account
- Data and maps that other users have shared with you
- Apps, data, and tools that are available to a user group that you're a member of
- Curated content provided by Esri through the [ArcGIS Living Atlas of the World](#)
- Ready-to-use apps included with ArcGIS
- Premium apps your organization has authorized you to use

By providing one account that works across the platform, ArcGIS makes it easy to access the content and tools you need, no matter where you are or what ArcGIS app you use. Your organization can also integrate ArcGIS named user accounts with other identity management systems to deliver a single sign-on experience to all users. This is similar to the way user identity works in other enterprise IT solutions.

### *Maintain Content Ownership*

Your ArcGIS content is associated with your named user account, allowing you to retain ownership over content you're responsible for. By default, any content you publish can only be accessed by you when you log in to your account. Others can use your content only after you've

explicitly made it available to specific groups, to your entire organization, or to the public. This level of content ownership means you can keep your content private until you're ready to share it with others.

Because ArcGIS associates a named user with each content item published to your Web GIS portal, people can easily identify who is responsible for specific content. They can browse other content shared by the same user, as well as inform the user when content needs to be updated. In addition, ArcGIS administrators can reassign ownership as user responsibilities change.

### *License Capabilities for Your Users*

If you are an ArcGIS administrator, the named user account model allows you to license the appropriate apps and capabilities for each user in your organization. Every named user in ArcGIS is assigned a user type that defines the apps and capabilities that are licensed to them. User types are designed to align with the needs of typical users in an organization.

There are six different user types:

- **Viewers** can search for, access, view, and interact with maps and web apps that have been shared with them through your Web GIS portal, but they cannot create, own, analyze, edit, or share content. This user type provides a lower cost per user for people who only need to view maps and apps created by others. ArcGIS Enterprise Standard and Advanced include unlimited Viewers at no additional cost.
- **Editors** have all the capabilities available to Viewers, plus the ability to edit data using ArcGIS web apps that support editing, such as Map Viewer. This user type is designed for people who contribute and curate information for your Web GIS system of record.
- **Field Workers** have the same capabilities as Editors, plus access to field apps including ArcGIS Collector, ArcGIS QuickCapture, ArcGIS Survey123, and ArcGIS Workforce. This user type is offered for people who need mobile productivity tools to capture data in the field.
- **Creators** can use the same apps and capabilities available to Field Workers, and can also be granted privileges to create, own, analyze, and share content or to administer your Web GIS. In addition, they can access office apps including ArcGIS Maps for Office and ArcGIS Maps for SharePoint. This user type is for all-purpose contributors to your Web GIS.
- **GIS Professionals** have all the apps and capabilities available to Creators, plus access to ArcGIS Pro. This user type is for professional GIS users who perform advanced mapping, data visualization, and geospatial analysis.
- **Insights Analysts** have access to ArcGIS Insights, as well as all the capabilities needed to use Insights. This user type is for analysts who need to integrate spatial capabilities in their everyday analysis workflows, but don't need access to other ArcGIS apps.

- **Storytellers** get access to ArcGIS StoryMaps, as well as all the capabilities needed to create stories. This user type is for users that want to use ArcGIS StoryMaps to tell stories but don't need to create or edit other GIS content.

If a user needs access to apps that aren't included with a user type, such as ArcGIS Tracker, you can license those apps as add-on apps and assign them to the user's account.

### ***Manage User Permissions***

ArcGIS lets you assign more fine-grained permissions to users through user roles. Roles allow you to configure the privileges available to different kinds of users—from read-only users to administrators—based on the tools they need for their work. ArcGIS roles are flexible—you can use the default roles provided with ArcGIS, or create custom roles with various combinations of privileges. You can assign roles to any user, as long as the privileges granted do not exceed the capabilities available to their user type.

If some ArcGIS content should be available only to specific users, it can be shared through a user group. User groups allow your users to restrict a subset of your organization's content to a subset of other users. For example, they can create a group for users that are responsible for a specific sales territory, invite those users to join the group, then make data for that territory available to members of the group.

Together, ArcGIS named user accounts, user types, roles, and groups let you deliver the right apps, capabilities, and privileges to the right users. This allows users to access the content and capabilities they need to be productive and make effective decisions.

## **4.5 Support & Maintenance**

The Small Government Enterprise Agreement includes software maintenance. The Esri Maintenance Program is a comprehensive program that provides you with the latest ArcGIS updates, world-class technical support, and many other benefits. With maintenance, you can access and use the newest versions of ArcGIS software as soon as they're released.

The Esri Maintenance Program includes:

- **Constant access to the ArcGIS platform**—You can round out your GIS work with apps and sharing from ArcGIS Online, plus imagery, basemaps, and demographics from the ArcGIS Living Atlas of the World.
- **New releases and software updates**—You will be notified anytime product updates are available. Updates include feature enhancements and improved performance, as well as new functionality and technology.



- **Unlimited access to e-Learning**—You can enjoy unlimited access to a large collection of self-paced e-Learning resources that help you jumpstart productivity, grow your ArcGIS skills, and get the results you need.
- **Priority consideration for software previews**—Maintenance customers receive priority consideration for Esri's software beta program, which gives you an opportunity to preview and test Esri software prior to general release.
- **Unlimited technical support**—When you're a part of the Esri Maintenance Program, you can contact Esri technical support anytime. Maintenance includes unlimited phone and chat support as well as secure live remote assistance from skilled and experienced analysts.

Esri includes your first year of maintenance when you purchase a new product license. After that, you can subscribe and continue to receive all the benefits of maintenance. More information about the program is available at [esri.com/software/maintenance](http://esri.com/software/maintenance).

### Esri Standard Support

Standard Support includes unlimited access to our support team through web chat, online case requests, and phone support. In addition, you can access our vast collection of online resources such as the Esri Knowledge Base, product documentation, web help, our online GeoNet community, and My Esri.

Esri Standard Support includes:

- **Unlimited assisted support**—You can receive live support through web chat and over the phone from 5:00 a.m. to 5:00 p.m. Pacific time, Monday through Friday (excluding Esri-recognized holidays). You can also submit a case request online at any time.  
*Phone:* 888-377-4575  
*Web chat:* [support.esri.com/en/start-chat](http://support.esri.com/en/start-chat)  
*Case request:* [support.esri.com/en/request-case](http://support.esri.com/en/request-case)
- **Software releases**—Customers who are current on software maintenance can access the latest software releases and updates. These releases deliver new functionality, enhanced interoperability, and improved performance. In addition, you can access patches that address known issues and improve software products.
- **Online resources**—Esri provides extensive repositories of support-related content, created to address your technical issues and questions. Our online knowledge base includes the latest product documentation, technical articles, blogs, community discussions, wikis, and more.

## 5.0 Pricing

*Proposed compensation. Proposals should include completed cost estimate sheets and any other necessary cost information. Pricing should include:*

- *License cost for on-premises server installation License cost for One (1)*
- *GIS Analyst / Coordinator / Super-User*
- *License cost for Ten (10) Standard GIS / Engineer / Planner / Pro-Users*
- *License cost for Fifty (50) local network viewing and mobile viewing / Standard-Users*
- *Online hosting costs for Customer-side viewing*

Pricing details for these and other software products included in the SGMA are provided in the Small Government Enterprise Agreement Quotation in the Appendix section. The agreement that follows the quote provides information on licensing terms as well as a full listing of software product deliverables.

## 6.0 Additional Products and Services

### *Additional products or services offered by the Respondent.*

To support Panama City Beach staff in being most successful with ArcGIS software, we recommend that the city leverage instructor led online training as well as a professional services offering to support implementation and knowledge transfer in the shortest amount of time.

The SGEA provides access to e-learning classes for city staff at no additional cost throughout the duration of the contract term, as well as a 5% discount on any instructor-led classes. For a full listing of e-learning and instructor-led classes, visit [the Esri Academy](#).

To supplement the SGEA, we also recommend the city also procure an ArcGIS Enterprise Jumpstart package for implementation services. We would welcome the opportunity to further speak with the city about this package.

## 7.0 Additional Information

*Any other information deemed necessary by the respondent.*

For additional information on ArcGIS and products supporting your business needs, please see:

- [Esri Government Enterprise Agreements overview website](#)
- [ArcGIS Overview website](#)
- [ArcGIS apps for field operations](#)
- [Esri's SaaS for Local Governments](#)
- [ArcGIS Online](#)
- [ArcGIS Enterprise Overview](#)
- [ArcGIS Pro overview 2D and 3D mapping](#)
- [ArcGIS Solution for Local Government \(including solutions for COVID-19\)](#)

## Appendix Quote for Esri Enterprise Agreement



October 9, 2020

Jason Pickle  
City of Panama City Beach  
110 S Highway 79  
Panama City Beach, FL 32413-2140

Dear Jason,

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.

Small Government Enterprise Agreement

- 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  
Attn: Customer Service SG-EA  
380 New York Street  
Redlands, CA 92373-8100

e-mail: [service@esri.com](mailto:service@esri.com)  
fax documents to: 909-307-3083

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,

Alex Munoz



Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853 Fax: (909) 307-3049  
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

**Quotation # Q-420301**

Date: July 24, 2020

Customer # 314394 Contract #

City of Panama City Beach  
 Public Works Office  
 110 S Highway 79  
 Panama City Beach, FL 32413-2140

To expedite your order, please attach a copy of this quotation to your purchase order.  
 Quote is valid from: 7/24/2020 To: 1/20/2021

ATTENTION: Jason Pickle  
 PHONE: 850-628-7051  
 EMAIL: jpickle@pcbgo.gov

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 2	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 3	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
			Subtotal:	\$82,500.00
			Sales Tax:	\$0.00
			Estimated Shipping and Handling (2 Day Delivery):	\$0.00
			Contract Price Adjust:	\$0.00
			<b>Total:</b>	<b>\$82,500.00</b>

This is a 3 year agreement. Only year 1 will be due at time of order.

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

<b>For questions contact:</b> Alex Munoz	<b>Email:</b> amunoz@esri.com	<b>Phone:</b> x1597 x1597
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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. Federal government entities and 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 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.

MUNOZA

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 and Workgroup (Advanced and Standard)  
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

ArcGIS Monitor

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Engine  
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics  
 ArcGIS Runtime (Standard)  
 ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
 Two (2) Esri CityEngine Single Use Licenses  
 50 ArcGIS Online Viewers  
 50 ArcGIS Online Creators  
 10,000 ArcGIS Online Service Credits  
 50 ArcGIS Enterprise Creators  
 2 Insights in ArcGIS Enterprise  
 2 Insights in ArcGIS Online  
 5 Tracker for ArcGIS Enterprise  
 5 Tracker for ArcGIS Online  
 2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)  
 2 ArcGIS Utility 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
Self-Paced e-Learning	<b>Uncapped</b>
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:

City of Panama City Beach  
(Customer)

By:   
Authorized Signature

Printed Name: Tony O'Rourke

Title: City Manager

Date: 10/22/2020

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

**Resolution 21-16 - Exhibit A**

## 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

... and available to the user at the time of purchase, 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.

**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.

**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.
- 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 partner's application or service.

**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.

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