



City of Grand Island

Tuesday, May 11, 2021

Council Session

Item G-8

#2021-111 - Approving Interlocal Agreement for a Regional Government Enterprise Agreement with ESRI between Hall County and the City of Grand Island

Staff Contact: Patrick Brown, Finance Director

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: May 11, 2021

Subject: Approving Interlocal Agreement for a Regional Government Enterprise Agreement with ESRI between Hall County and the City of Grand Island

Presenter(s): Patrick Brown, Finance Director

Background

The City currently enjoys the benefits of a Local Government Enterprise Agreement with Environmental Systems Research Institute (ESRI) that has been in place since 2009. This enterprise agreement provides the licensing and support for the GIS software deployed across many city departments as well as server and cloud based technologies that are utilized for many services both internal and public.

The City and Hall County have participated in an Interlocal Cooperation Agreement for a City/County GIS system since 1996 and during that time have enjoyed the benefits of mutual data sharing and support. Hall County currently licenses ESRI software on a per-seat basis and has no licensing for server software or advanced spatial database capabilities.

Since both the City and County utilize the same ESRI software it has become beneficial to both parties to explore the option of entering into a Regional Government Enterprise Agreement with ESRI together. This is similar to the City's existing agreement with ESRI but also allows the County as an additional authorized participant. This will allow the city to defray some of the cost of the agreement while providing the County with access to ESRI technologies they are currently not entitled to.

Discussion

ESRI bases the cost of licensing agreements on the population of the jurisdiction which is served. Prior to the 2020 Census the population of Grand Island was below 50,000 which allowed us to procure a licensing agreement for \$35,000 annually. Our current licensing agreement expires June 29, 2021. Because the City is now within the 50,000 to 100,000 population bracket, our licensing fee would increase to \$55,000 annually if we pursued renewing our existing agreement with ESRI.

In discussions with the County and ESRI it was determined that a Regional Government Enterprise Agreement would be beneficial for both. The cost for the agreement would be \$187,500.00 over a 3-year period. In assessing the needs for both the City and County it was determined that allocating 75% of the cost to the City and the remaining 25% of the cost to the County was the optimal solution for both entities. The cost of the agreement is payable over three annual installments in a ramped-up schedule that provides the first two years at a lower than normal cost:

	FY 2021	FY 2022	FY 2023
City Share (75%)	\$43,500.00	\$46,875.00	\$50,250.00
County Share (25%)	\$14,500.00	\$15,625.00	\$16,750.00
Total Cost (100%)	\$58,000.00	\$62,500.00	\$67,000.00

The interlocal agreement provides the framework for how the benefits of the licensing agreement are divided between the City and County.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the Interlocal Agreement and Regional Government Enterprise Agreement
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Interlocal Cooperation Agreement for a Regional Government Enterprise Agreement between ESRI and the City of Grand Island and Hall County, Nebraska.

Sample Motion

Move to approve the Interlocal Cooperation Agreement for a Regional Government Enterprise Agreement between ESRI and the City of Grand Island and Hall County, Nebraska.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # 00284555.0



REGIONAL GOVERNMENT ENTERPRISE AGREEMENT (RG1)

This Agreement is by and between _____ City of Grand Island ("Managing Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Managing 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 Managing 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
 250 ArcGIS Online Viewers
 250 ArcGIS Online Creators
 37,500 ArcGIS Online Service Credits
 250 ArcGIS Enterprise Creators
 5 Insights in ArcGIS Enterprise
 5 Insights in ArcGIS Online
 50 Tracker for ArcGIS Enterprise
 50 Tracker for ArcGIS Online
 4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 4 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Self-Paced e-Learning	Uncapped
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

Managing 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 MANAGING 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**").

This Agreement authorizes the entities listed in Attachment 1 (each an "**Authorized Entity**") to use Products listed in Table A, provided Authorized Entity signs and returns an executed Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this Agreement. Managing Customer may not Deploy any Products to an Authorized Entity until Managing Customer has received and sent to Esri the executed Authorized Entity Acknowledgment Statement.

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 Grand Island
(Managing Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

MANAGING CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Customer" means Managing Customer and Authorized Entity.

"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 Managing Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Managing 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 Managing 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. Additionally, Esri grants to Managing Customer the right to Deploy for Customer's internal use, provided prior to Deploying to an Authorized Entity, Esri receives a signed copy of the Authorized Entity Acknowledgment Statement.

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 Managing Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party

will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Managing 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.

3.6 Termination of an Individual Authorized Entity. Esri may terminate the license rights of a particular Authorized Entity for material breach without terminating this Agreement with Managing Customer. The breaching Authorized Entity will be given a period of thirty (30) days from the date of written notice to cure any material breach. Upon the termination of an Authorized Entity, all Products Deployed to the Authorized Entity will also terminate. Managing Customer shall reasonably cooperate with Esri in termination of an Authorized Entity for material breach of this Agreement, including enforcement of the Agreement with respect to such Authorized Entity. There will be no reduction in the Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this Agreement.

3.7 Termination by Authorized Entity. If an Authorized Entity no longer desires to participate in this Agreement, the Authorized Entity may terminate; however, there will be no decrease in the Fee as a result.

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 Managing 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 Managing Customer via written notice for incorporation into the Products schedule at no

additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Managing 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. Managing Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Managing Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this

Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Managing 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 Managing Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Managing 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 Managing Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Managing 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 Managing 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. Managing 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 Managing Customer will pay any such sales or

use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Managing Customer to issue a purchase order. Managing Customer may submit a purchase order in accordance with its own process requirements, provided that if Managing Customer issues a purchase order, Managing Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Managing 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 Managing Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Managing 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 uninstall, remove, and destroy or transfer the Products to Customer.

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.

ATTACHMENT 1
AUTHORIZED ENTITY LIST

1. Authorized Entity Name: County of Hall
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**") and _____ City of Grand Island _____ ("**Managing Customer**"), have entered into an Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

County of Hall
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF GRAND ISLAND, NEBRASKA AND
COUNTY OF HALL, NEBRASKA
INTERLOCAL COOPERATION AGREEMENT FOR AN
ENTERPRISE GIS SYSTEM

WHEREAS, it is in the best interests of the County of Hall, Nebraska (hereafter called the County) to participate in a cost sharing agreement with the City of Grand Island, Nebraska (hereafter called the City) with regards to a regional government enterprise agreement (hereafter called the Joint GEA) for an Enterprise GIS System (hereafter called the Project) with ESRI; and

WHEREAS, the Interlocal Cooperation Act, Neb.Rev.Stat. § 13-801, et seq., provides that units of local government of the State of Nebraska may enter into agreements for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, the City and County have been participating in an Interlocal GIS Cooperation Agreement since 1996 to share GIS data, capabilities, and infrastructure to the benefit of both; and

WHEREAS, the City currently enjoys the benefits of an enterprise licensing agreement with ESRI that expires June 29, 2021; and

WHEREAS, the parties wish to further expand this benefit by participating in a cost sharing agreement with regards to the purchase and implementation of a Joint GEA with ESRI for the purposes of licensing GIS software and technology; and

WHEREAS, the Board of Commissioners of the County has reviewed and approved this agreement and has authorized the Chairman of the Board of the County to sign this agreement; and

WHEREAS, the City Council of the City has reviewed and approved this agreement and has authorized the Mayor of the City to sign this agreement and the agreement between the City and ESRI to execute the Joint GEA.

NOW, THEREFORE, in consideration of these facts, the parties hereby agree as follows:

1. **DURATION.** The City's current enterprise license agreement with ESRI expires on June 29, 2021. Upon the signing of this agreement by both parties and execution of the contract with ESRI, the new Joint GEA and this agreement would be in effect, concurrently, until June 29, 2024.
2. **SEPARATE LEGAL OR ADMINISTRATIVE ENTITY.** There shall be no separate legal or administrative entity created by this agreement. Execution of the contract with ESRI will be administered by the City. The GIS Coordinator of the City IT Department and the County Surveyor (or his/her designee) will be the managers of the Project. The GIS Coordinator of the City IT Department will be the point of contact for the County, City, and ESRI regarding the project.
3. **PURPOSE.** The purpose of this agreement is to participate in a cost sharing agreement between the City and County with regards to a Joint GEA with ESRI to procure GIS software and technology at a cost that is significantly less than if each entity pursued a contract on their own. The Joint GEA will be procured pursuant to a contract entered into between the City and ESRI.
4. **MANAGING CUSTOMER.** Execution of the Joint GEA with ESRI will be administered by the City as the Managing Customer for the Project. As such, the City will be the owner of the associated Joint GEA ESRI customer account. The City will be responsible for all billings and

management of the account with ESRI. This includes management of any associated ESRI cloud-based technologies such as ArcGIS Online.

5. **MANNER OF FINANCING AND MAINTAINING A BUDGET.**

- a. The City and County shall each adopt and maintain appropriations as required by law to fund its obligations on this agreement, and a separate budget shall not be required of either party.
- b. The GIS Coordinator for the City IT Department and the County Surveyor (or his/her designee) shall review payment decisions before any payment is made to ESRI.
- c. The City shall be responsible for 75% of the cost of the Joint GEA and the County shall be responsible for the remaining 25%.
- d. Any software licenses, credits, or privileges that are limited by number under the Joint GEA will be divided between the City and the County at the same 75%/25% ratio, unless otherwise determined by the Project managers.
- e. The City shall make payment in response to the billings of ESRI. An account of the Project billings and payments shall be made available to the County upon request. The City agrees to bill the County 25% of the Joint GEA cost each calendar year of this agreement. The County agrees to pay the same prior to July 31 of each year.
- f. Over the three (3) year term of this agreement, the City shall contract for a Joint GEA with ESRI. The total cost over the three year term of the agreement is \$187,500.00. ESRI has given us a ramp-up schedule so that first two years of the contract are below normal cost. The annual cost and share for the City and County is as follows:

	Year 1 (2021-22)	Year 2 (2022-23)	Year 3 (2023-24)
Total Cost	\$58,000.00	\$62,500.00	\$67,000.00
City Share (75%)	\$43,500.00	\$46,875.00	\$50,250.00
County Share (25%)	\$14,500.00	\$15,625.00	\$16,750.00

6. **PARCEL VIEWER.** As part of this agreement, the City agrees to maintain a public facing Parcel Viewer GIS Application that includes GIS data and layers from both the City and County for public use. Upon termination or expiration of this agreement without extension, the County will be responsible for an annual payment to the City in the amount of \$3,500.00 to fund their share of the public Parcel Viewer as long as it is operational.
7. **TERMINATION.** This agreement shall remain in effect and be in force as provided in paragraph 1. The County may terminate this agreement upon 90 day written notice to the City provided the termination is due to the insufficient appropriation of funds by the County Board of Commissioners. Upon termination of the agreement, all rights and privileges granted under the Joint GEA would immediately cease and the City and County will be required to separately pursue licensing agreements with ESRI. Upon termination, the ESRI customer account associated with the Joint GEA remains with the City.
8. **EXPIRATION.** This agreement and the associated contract between the City and ESRI expires June 29, 2024. Both parties may choose, at that time, to extend the agreement and contract. If the agreement is not extended the benefits of the Joint GEA will cease to apply and both City and County will be required to separately pursue licensing agreements with ESRI. If no extension is sought, ownership of the ESRI customer account associated with the Joint GEA will remain with the City.
9. **NON-DISCRIMINATION.** The City and the County shall not, in the performance of this agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin.

10. **APPLICABLE LAW.** The City and County shall conform to all existing and applicable local ordinances, resolutions, state and local laws, federal laws and existing and applicable rules and regulations. Nebraska law will govern the terms and performance of this agreement.
11. **STRICT COMPLIANCE.** All provisions of this agreement shall be strictly complies with as written, and no substitution or change shall be made except upon further written agreement of the City and the County.
12. **MODIFICATION.** This agreement contains the entire agreement of the parties. No representations, oral or written, were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any terms hereof unless done in writing and signed by authorized officers of both parties.

Dated: _____, 2021

County of Hall, Nebraska

By: _____
Pamela Lancaster,
Chair of the Board of Commissioners

ATTEST:

Marla J. Conley, County Clerk

Approved as to Form:

Sarah Carstensen, Deputy Hall County Attorney

Dated: _____, 2021

City of Grand Island, Nebraska

By: _____
Roger G. Steele, Mayor

ATTEST:

RaNae Edwards, City Clerk

Approved as to Form:

Stacy R. Nonhof, Interim City Attorney

RESOLUTION 2021-111

WHEREAS, the Information Technology Division of the Finance Department works continually on maintaining the city's computer network, including hardware and software; and

WHEREAS, due to the continual growth and use of the City's Geographic Information System (GIS) and the variety of GIS software and technologies utilized, it is critical to consistently maintain the licensing, software, and technology required for the GIS system; and

WHEREAS, the City and the County of Hall, Nebraska wish to enter into a Interlocal Agreement to share the cost and benefits of a Regional Government Enterprise Agreement with ESRI; and

WHEREAS, the cost of the Regional Government Enterprise Agreement over a three (3) year term is \$187,500 payable in three annual installments on the following schedule: \$58,000 for the first year, \$62,500 for the second year, and \$67,000 for the third year; and

WHEREAS, the City will be responsible for 75% of the cost of the Regional Government Enterprise Agreement with ESRI and the County responsible for the remaining 25% as defined in the interlocal agreement; and

WHEREAS, the proposed agreement has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperation Agreement for an Enterprise GIS System between the City of Grand Island and Hall County, Nebraska is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Interlocal Cooperation Agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Regional Government Enterprise Agreement with ESRI on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED, that the Information Technology Department is hereby authorized to utilize the ESRI Regional Government License Agreement by entering into a three-year agreement with ESRI at a cost of \$187,500 payable in three annual installments as specified.

- - -

Approved as to Form	☐ _____
May 7, 2021	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, May 11, 2021.

Roger G. Steele, Mayor

Attest:

Jill Granere, Deputy City Clerk