

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.11
(ID # 13530)**

MEETING DATE:

Tuesday, October 06, 2020

FROM: RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approve the Amendment No. 7 to Agreement No. 2015ELA7001 with Environmental Systems Research Institute, Inc. (ESRI) as a Sole Source for ESRI Enterprise Advantage Program (EEAP) for ongoing software licensing and maintenance support without seeking competitive bids for an additional two-years through November 27, 2022; All Districts. [Total Cost- \$1,520,000; Annual Cost- \$760,000; Additional compensation not to exceed \$152,000- RCIT Budget -100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Amendment No. 7 to Agreement No. 2015ELA7001 with Environmental Systems Research Institute, Inc. (ESRI) for ESRI Enterprise Advantage Program (EEAP) for ongoing software licensing and maintenance support without seeking competitive bids for an additional two years through November 27, 2022 in an amount not to exceed a total aggregate amount of \$1,520,000;
2. Authorize the Purchasing Agent, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments that exercise the options of the original Agreement, including modifications to the statement of work that stay within the intent of the Agreement, and amendments to the compensation provisions that do not exceed the sum total of \$152,000;
3. Authorize the Chairman of the Board to sign three (3) copies of Amendment No. 7 on behalf of the County; and;
4. Direct the Clerk of the Board to retain one (1) copy of the Amendment and return two (2) copies of the Amendment to Riverside County Information Technology for distribution.


ACTION: Policy


Dave Rogers, Assistant County Executive Officer / CIO 9/24/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: October 06, 2020
xc: RCIT

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 760,000	\$ 760,000	\$ 1,520,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RCIT (GIS) Budget -100%			Budget Adjustment: No	
			For Fiscal Year: 20/21 – 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

RCIT's ESRI enterprise license enables public safety, social, mental and public health services, land use, and nearly all county departments to visualize, analyze and communicate their data on maps and in dashboards. Our mapping capability is a core business requirement and a vital tool to serve our stakeholders and general public. ESRI is the sole source for their propriety software, which the county has utilized for more than three decades.

The Board of Supervisors approved a five-year Enterprise License Agreement (ELA) with ESRI on December 8, 2015 (3.48). As a result, we continue to successfully support essential business operations within the Assessor Clerk Recorder, Sheriff, Fire, Transportation and Land Management, Emergency Management, Flood Control, Public Health, Social Services and others.

The ELA program allows unlimited deployment of ESRI software throughout the County and allows departments to access new and expanding tool sets offered by ESRI. RCIT GIS has the capacity to support those departments that have a need for GIS, but not the resources to create a GIS program of their own, and as a result enables all county departments access to these powerful analytic, decision making and communication tools. The ELA offers numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all ESRI software identified in the agreement and deployed within the organization
- Complete flexibility to deploy software products when and where needed
- Enabling county departments continued use of GIS tools, production of maps, reports, and analyze large volumes of data for internal and external customers

Impact on Residents and Businesses

Our ESRI GIS tools support the essential services our county residents and businesses expect and rely upon. We provide spatially enabled data, multiple years of aerial imagery, and maps to county residents and businesses through our open data portal at <https://data.countyofriverside.us>. Additionally, our GIS tools enable and support our emergency

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response to critical events including the pandemic, fires, and floods, as well as ongoing efforts such as the annual count of homeless residents and management of open spaces for endangered species.

Additional Fiscal Information

The total ELA Fee is \$1,520,000 for Year 6 and Year 7. Below is the cost allocation:

	FY 20/21 (Year 6)	FY 21/22 (Year 7)	Total EA Fee
Payments	\$760,000	\$760,000	\$1,520,000

Contract History and Price Reasonableness

ESRI is the sole source for their propriety software, which the county has utilized for more than three decades. RCIT worked with ESRI for six months negotiating a new Enterprise License Agreement (ELA) for a three-year term. The proposed costs from ESRI for year one through three, were \$795,000, \$825,000 and \$850,000, respectively, totaling \$2,470,000 for the full three-year term. Due to the current budget conditions, RCIT and ESRI agreed to the current year costs of \$760,000 and extend the current ESRI Agreement No 2015ELA7001 for an additional two-year term. As a result, the county will realize a cost savings of \$100,000 over the two-year term of this agreement.

Attachment:

Attachment A - Amendment No. 7 to Agreement No. 2015ELA7001

Attachment B - Sole Source Letter - ESRI

Attachment C – Approved Sole Source - ESRI


Teresa Summers, Director of Purchasing 9/29/2020


Venus Brambila 9/30/2020


Gregory L. Priamos, Director County Counsel 9/29/2020

Amendment No. 7

Agreement No. 2015ELA7001



This Amendment No. 7 is entered into by and between **County of Riverside** (hereinafter referred to as "**County**") and **Environmental Systems Research Institute, Inc.** (hereinafter referred to as "**Esri**").

WHEREAS, Esri and County entered into an Enterprise Agreement with an effective date of November 27, 2015 (hereinafter "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to extend the Agreement for an additional two-year period and to update pricing for the extended term in the amount of \$1,520,000;

NOW THEREFORE, the parties agree to the following:

1. **Section 7.1 Term.** The following new sentence is added to section 7.1 Term:

"The term of the EA is extended from November 27, 2020 through November 26, 2022 unless this EA is terminated earlier as provided herein."
2. **Appendix B—EA Fee Schedule.** For the extended period beginning November 27, 2020 through November 26, 2022, Appendix B is replaced with an updated appendix, a copy of which is attached hereto and incorporated herein by reference.
3. Add the following changes to the Esri Enterprise Advantage Program (EEAP) Enterprise Agreement (EA) Addendum (E125-EA)

ARTICLE 1-DEFINITIONS. The following definitions have been added to Article 1:

"Advantage Program" means EEAP. Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.

"Learning and Services Credits" means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described on Article 2.1.d.

"Premium Support Services" or **"PSS"** means a prioritized incident management and technical support program further described at <http://support.esri.com/en/support/premium>.

"Advisor" means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

1.1 "Activity Descriptions". The following sentence is added to Section 1.1:

"The Activity Description serves as the Task Order for Services provided under the Advantage Program."

ARTICLE 7 - TERM AND TERMINATION

Section 7.1.c has been deleted in its entirety and replaced with the following:

"c. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first."

ARTICLE 10 – TRAINING TERMS AND CONDITIONS. The following Sections are added to ARTICLE 10:

“10.8 Invoicing; Prepaid Fees.

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume Training days. For a multiyear order, Training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This section 10.8 does not apply to Training provided under the Advantage Program.”

“10.9 Availability and General Provision of Wireless Service

- a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.”

ARTICLE 10.5 Student Registration and Training Event Change Policy. The following Section is added to Article 10.5:

“10.5.5 Termination of Agreement. Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.”

Except as may be specifically modified by this Amendment No. 7, all other terms and conditions of the Agreement and any Amendment(s) or Addendum(s) constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

ACCEPTED AND AGREED:

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
V. Manual Perez, Chairman
Board of Supervisors

Date: OCT 06 2020

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: 
Authorized Signature

Printed Name: Chris Johnson

Title: Manager, Commercial & Gov't Contracts

Date: August 26, 2020

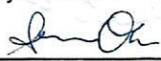
ATTEST:

Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Susanna N. Oh,
Deputy County Counsel

**APPENDIX B
EA FEE SCHEDULE**

The total EA Fee is \$1,520,000.00 for the extended period beginning November 27, 2020 through November 26, 2022. The EA Fee is made in consideration of the EA Products, EA Maintenance, Esri International User Conference registrations, and Esri Enterprise Advantage Program.

	Year 6 2020	Year 7 2021	EA Fee
Payment	\$760,000	\$760,000	\$1,520,000

Number of Esri International User Conference Registrations per Year	34
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	20
Number of Sets of Backup Media, if Requested	2
Esri Enterprise Advantage Program (EEAP)	100 Technical Advisory Hours per Year 100 Learning and Services Credits per Year Annual One-Day Planning Meeting Quarterly Technology Webcasts
Extended Term of EA	November 27, 2020 through November 26, 2022