



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

*To expedite your order, please attach a copy of  
this quotation to your purchase order.  
Quote is valid from: 4/26/2021 To: 10/23/2021*

## Quotation # Q-432219

Date: September 2, 2021

Customer # 123696 Contract # ENTERPRISE  
AGREEMENT

City of Fort Lauderdale  
Information Technology Services Dept  
100 N Andrews Ave  
Fort Lauderdale, FL 33301-1016

ATTENTION: Lucia Hogan  
PHONE: (954) 828-5127  
EMAIL: lhogan@fortlauderdale.gov

| Material                                                                                         | Qty | Term   | Unit Price   | Total        |
|--------------------------------------------------------------------------------------------------|-----|--------|--------------|--------------|
| 168182                                                                                           | 1   | Year 1 | \$165,000.00 | \$165,000.00 |
| Populations of 150,001-250,000 Small Government Term Enterprise License Agreement                |     |        |              |              |
| 168182                                                                                           | 1   | Year 2 | \$165,000.00 | \$165,000.00 |
| Populations of 150,001-250,000 Small Government Term Enterprise License Agreement                |     |        |              |              |
| 168182                                                                                           | 1   | Year 3 | \$165,000.00 | \$165,000.00 |
| Populations of 150,001-250,000 Small Government Term Enterprise License Agreement                |     |        |              |              |
| 168444                                                                                           | 1   | Year 1 | \$16,000.00  | \$16,000.00  |
| ArcGIS GeoEvent Server Populations of 150,001-250,000 Small Government Term Enterprise Agreement |     |        |              |              |
| 168444                                                                                           | 1   | Year 2 | \$16,000.00  | \$16,000.00  |
| ArcGIS GeoEvent Server Populations of 150,001-250,000 Small Government Term Enterprise Agreement |     |        |              |              |
| 168444                                                                                           | 1   | Year 3 | \$16,000.00  | \$16,000.00  |
| ArcGIS GeoEvent Server Populations of 150,001-250,000 Small Government Term Enterprise Agreement |     |        |              |              |
| 157007                                                                                           | 6   |        | \$50.00      | \$300.00     |
| ArcGIS Community Analyst Web App Online Term License - YEAR 1                                    |     |        |              |              |

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

For questions contact:  
Ali Fain

Email:  
afain@esri.com

Phone:  
(305) 446-9786 x8742

~~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. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. 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.~~

CAM 21-0950

FAINA

This offer is limited to the terms and conditions incorporated and attached herein.

Exhibit 3  
Page 1 of 11

15 B



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this quotation to your purchase order.  
Quote is valid from: 4/26/2021 To: 10/23/2021

| Material                                                      | Qty | Term | Unit Price | Total    |
|---------------------------------------------------------------|-----|------|------------|----------|
| 157007                                                        | 6   |      | \$50.00    | \$300.00 |
| ArcGIS Community Analyst Web App Online Term License - YEAR 2 |     |      |            |          |
| 157007                                                        | 6   |      | \$50.00    | \$300.00 |
| ArcGIS Community Analyst Web App Online Term License - YEAR 3 |     |      |            |          |

|                                                   |              |
|---------------------------------------------------|--------------|
| Subtotal:                                         | \$543,900.00 |
| Sales Tax:                                        | \$0.00       |
| Estimated Shipping and Handling (2 Day Delivery): | \$0.00       |
| Contract Price Adjust:                            | \$0.00       |
| Total:                                            | \$543,900.00 |

1st term (Year 1) - November 1, 2021 - October 31, 2022  
2nd term (Year 2) - November 1, 2022 - October 31, 2023  
3rd term (Year 3) - November 1, 2023 - October 31, 2024

Item Number 168182 of this Quotation shall be governed by the terms and conditions of a Small Enterprise Agreement County and Municipality Government (E214-6) executed between the parties in substantially the same form as the attached Small Enterprise Agreement County and Municipality Government (E214-6). TJB

Item Numbers 168444 and 157007 of this Quotation shall be governed by the terms and conditions of Master Agreement Number 330036.

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

For questions contact:  
Ali Fain

Email:  
afain@esri.com

Phone:  
(305) 446-9786 x8742

~~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. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. 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.~~ TJB

**Esri Use Only:**

Cust. Name City of Fort Lauderdale, FL  
 Cust. # 123696  
 PO # \_\_\_\_\_  
 Esri Agreement # 00303192.0



**12581-827 - SMALL ENTERPRISE  
 AGREEMENT COUNTY AND MUNICIPALITY  
 GOVERNMENT  
 (E214-6)**

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 Monitor  
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,  
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,  
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS  
 Workflow Manager

**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) ArcGIS CityEngine Single Use Licenses  
 1,000 ArcGIS Online Viewers  
 1,000 ArcGIS Online Creators  
 110,000 ArcGIS Online Service Credits  
 1,000 ArcGIS Enterprise Creators  
 15 ArcGIS Insights in ArcGIS Enterprise  
 15 ArcGIS Insights in ArcGIS Online  
 200 ArcGIS Tracker for ArcGIS Enterprise  
 200 ArcGIS Tracker for ArcGIS Online  
 7 ArcGIS Parcel Fabric User Type Extensions (Enterprise)  
 7 ArcGIS Utility Network User Type Extensions (Enterprise)

**OTHER BENEFITS**

|                                                                                                                                                         |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Number of Esri User Conference registrations provided annually                                                                                          | <b>5</b> |
| Number of Tier 1 Help Desk individuals authorized to call Esri                                                                                          | <b>5</b> |
| Maximum number of sets of backup media, if requested*                                                                                                   | <b>2</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.

### **CUSTOMER CONTACT INFORMATION**

City of Fort Lauderdale  
100 N. Andrews Avenue, 2<sup>nd</sup> Floor  
Fort Lauderdale, FL 33301 U.S.A.

Ian Wint  
Application Services Division Manager  
Phone: 954.828.6332  
e-mail: [iWint@fortlauderdale.gov](mailto:iWint@fortlauderdale.gov)

Quotation Number (if applicable): Q-432219

IN WITNESS WHEREOF, the Customer (City) and Esri execute this Agreement as follows:

ATTEST:

FOR

Jeffrey A. Modarelli, City Clerk



CITY OF FORT LAUDERDALE

By: Christopher J. Lagerbloom, ICMA-CM  
City Manager

Date: 11/10/21

Approved as to form:

By: Rhonda Montoya Hasan  
Assistant City Attorney

WITNESSES:

Signature

ISMAEL CHIVITE  
Print Name

Signature

Print Name

ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE INCORPORATED

By: Alejandro Merino  
Alejandra Merino, Manager,  
International Contracts



(CORPORATE SEAL)

STATE OF California :  
COUNTY OF San Bernardino :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of October, 2021, by **Alejandra Merino, Manager, International Contracts for Environmental Systems Research Institute Incorporated**, a California corporation authorized to transact business in the State of Florida.

(SEAL)

See attached, per CA State Law.  
(Signature of Notary Public, State of \_\_\_\_\_)

(Print, Type, or Stamp Commissioned Name  
of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced CA Driver's License

**CALIFORNIA JURAT**

**GOVERNMENT CODE § 8202**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

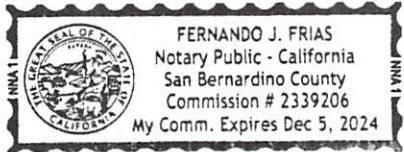
Subscribed and sworn to (or affirmed) before me on

this 28 day of October, 2021, by  
*Date Month Year*

(1) Alejandra Merino

(and (2) \_\_\_\_\_),  
*Name(s) of Signer(s)*

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



*Place Notary Seal and/or Stamp Above*

Signature *Fernando J. Frias*  
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

## 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 signed Esri Master Agreement No. 330036.

**"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

**2.0 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.

**2.1 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.

## 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 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.

**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 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.
6. 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 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, 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. The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the annual fee as of the date of the invoice. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act.

- c. 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.
- d. Esri's federal ID number is 95-2775-732.
- e. 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.

## 10.0—JURISDICTION, VENUE, WAIVER OF JURY TRIAL

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida without reference to any conflict of laws principles, except that US federal law shall govern in matters of intellectual property. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

## 11.0—SCRUTINIZED COMPANIES

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to

Section 215.4725, Florida Statutes (2021), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel.

## 12.0—PUBLIC RECORDS

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), PHONE: 954-828-5002.**

## 13.0—INSURANCE REQUIREMENTS

During the term of this Agreement, Esri, at Esri's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are obligations of Esri. Esri shall provide the City a certificate of insurance evidencing such coverage. With the exception of Cyberfirst Professional Liability, insurance coverages will be primary and non-contributory to any other insurance purchased by the City. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VIII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City.

The following insurance policies and coverages are required:

### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

#### **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit per loss.

Esri does not own vehicles, the Esri shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### **Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Esri waives, and Esri shall ensure that Esri's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Esri must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

#### **Insurance Certificate Requirements**

- Esri shall provide the City with valid Certificates of Insurance prior to execution of this Agreement.  
The City shall receive prompt notice of cancellation or nonrenewal of the Commercial General Liability, Business Automobile Liability, Professional Liability, and/or Workers Compensation/Employers Liability policy(ies), provided that no such notice is required if Esri buys a replacement policy that ensures continuous coverage and otherwise complies with the requirements of this paragraph.
- In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance promptly.
- The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Employer's Liability.
- The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.

#### **The Certificate Holder should read as follows:**

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If Esri's primary insurance policy/policies do not meet the minimum requirements, as set forth in this

Agreement, Esri may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Esri's insurance coverage shall be primary, insurance (with the exception of Cyberfirst Professional Liability), as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by Esri that excludes coverage for work contemplated in this Agreement shall be unacceptable.

All required insurance policies must be maintained until this Agreement expires, or is terminated, whichever is later. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, Esri's certificate of insurance to confirm coverage and limits of Contractor's insurance policies.



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

Today's Date: November 5, 2021

11/12/2021

DOCUMENT TITLE: ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. ENTERPRISE AGREEMENT

COMM. MTG. DATE: 10/21/21 CAM #: 21-0950 ITEM #: CP-1 CAM attached: ☒ YES ☐ NO

Routing Origin: Claydell Router Name/Ext: Claydell Action Summary attached: ☐ YES ☒ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 11/8/21 Attorney's Name: RMH Initials: [Signature]

2) City Clerk's Office: # of originals: 1 Routed to: Donna / Aimee Date: 11/08/2021

3) City Manager's Office: CMO LOG #: Nov 17 Document received from: \_\_\_\_\_

Assigned to: CHRIS LAGERBLOOM ☐ CHRIS LAGERBLOOM as CRA Executive Director ☐  
TARLESHA SMITH ☐ GREG CHAVARRIA ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith \_\_\_\_\_ (Initial/Date) PER ACM: G. Chavarria \_\_\_\_\_ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 1 originals to ☐ Mayor ☒ CCO Date: 11-10-21

4) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

5) City Clerk: Forward 1 originals to CAO for FINAL APPROVAL Date: 11/12/2021

6) CAO forwards \_\_\_\_\_ originals to CCO

7) City Clerk: Scan original and forwards \_\_\_\_\_ originals to: Claudette Rose (Name/Dept/Ext)

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☐ NO

Original Route form to Glynis - CAO/Dept.  
TM # 21-1243