

County Request No. 651

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 9/12/2025 Department: MIS

State the nature of the legal request: Please review the AMENDED FY 2025-2026 ESRI renewal. The only change is to have the ability to add more users to the portal. There is no additional cost on the amendment.

RECEIVED

SEP 12 2025

CIVIL DIVISION
DISTRICT ATTORNEY

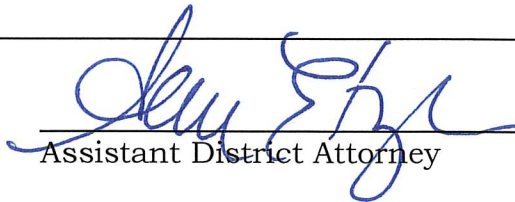


Signature

Reply of District Attorney's Office: ✓

Reviewed - OK

Date of Reply: 9/15/25



Assistant District Attorney

Amendment No. 1

Agreement No. 00340529.0



This Amendment No. 1 is entered into by and between County of Oklahoma (“Customer”), and Environmental Systems Research Institute, Inc. (“Esri”), and is effective as of the date last executed below (“A1 Effective Date”).

WHEREAS, Esri and Customer entered into an Enterprise Agreement Ordering Document with an effective date of September 1, 2025 (hereinafter “EA Ordering Document”) as permitted under the State of Oklahoma Contract No. 1016/Esri Agreement No. 00320139.0 (“MPA”); and

WHEREAS, the parties desire to amend the EA Ordering Document to update the Products of the Proposal Letter for the remainder of the term at no additional cost;

NOW THEREFORE, the parties agree to the following:

1. Delete and replace the Proposal Letter with the attached Proposal Letter, which shall supersede and apply on the A1 Effective Date.

Except as may be specifically modified by this Amendment No.1, 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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the date of the last party to sign below.

ACCEPTED AND AGREED:

COUNTY OF OKLAHOMA
(Customer)

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



September 8, 2025

Tim Conner
Oklahoma County
320 Robert S Kerr Ave Ste 313
Oklahoma City, OK 73102-3441

Dear Tim:

As a follow-up to our meeting regarding your renewal of the Enterprise Agreement for Oklahoma County, I am providing proposed pricing and product rights below.

The Esri Enterprise Agreement (EA) will remain in effect for one (1) year with 2 optional years available and grant Oklahoma County access to the Esri products listed below.

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

The Agreement will be effective on September 1, 2025.

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

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

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

	Year 1	Year 2	Year 3	Total
Annual EA Fee	\$383,300	\$487,000	\$565,600	\$1,435,900

** Annual EA Fee includes 1% OMES Admin fee per State Master Purchase Agreement (SW1016) due to utilizing the State's negotiated terms and conditions.

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

EA Products— Esri Flex (formerly Uncapped) *

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

Product – Annual Subscription	Total
ArcGIS Online Viewer User Type – Annual Subscription	Esri Flex
ArcGIS Online Contributor User Type – Annual Subscription	Esri Flex
ArcGIS Online Mobile Worker User Type – Annual Subscription	Esri Flex
ArcGIS Online Creator User Type – Annual Subscription	Esri Flex
ArcGIS Online Professional (formerly Standard) User Type Annual Subscription	Esri Flex
ArcGIS Online Professional Plus (formerly Advanced) User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Contributor User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Mobile Worker User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Creator User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Professional User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Professional Plus User Type Annual Subscription	Esri Flex

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

The Enterprise Agreement also includes:

EA Products—Capped Quantities

ArcGIS Proprietary Products	Rolling Qty	Qty to be deployed	Total
ArcGIS Notebook Server Advanced up to four cores	1	0	1
ArcGIS Workflow Manager Server Advanced up to four cores	0	1	1
ArcGIS Mission Server up to four cores	0	1	1

ArcGIS Online

Product	Year 1	Year 2	Year 3
ArcGIS Online Service Credits (based on user types listed under Esri Flex)	41,250	56,000	67,500
ArcGIS Data Interoperability for ArcGIS Pro (Add-on App) for ArcGIS Online Professional or Professional Plus User Type Annual Sub	5	5	5
ArcGIS Business Analyst Web App Advanced Online Annual Sub	3	3	3
ArcGIS Indoors Spaces for ArcGIS Online Annual Subscription	1	1	1
ArcGIS Indoors Maps for ArcGIS Online Annual Subscription	1	1	1

ArcGIS Enterprise

ArcGIS Enterprise User Types	Year 1	Year 2	Year 3
ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise Annual Subscription	5	5	5
State and Local Public Safety Named User Program Enterprise Creator User Type in Continuously Staffed Environment Annual Subscription	0	5	5
State and Local Public Safety Named User Program Enterprise Mobile Worker User Type in Continuously Staffed Environment Annual Subscription	0	5	5
State and Local Public Safety Named User Program ArcGIS Enterprise Creator User Type in Surge Staffed Environment Annual Subscription	0	2	2
State and Local Public Safety Named User Program ArcGIS Enterprise Mobile Worker User Type in Surge Staffed Environment Annual Subscription	0	10	10

Other Annual Subscription Products

	Year 1	Year 2	Year 3
ArcGIS Developer Bundle Annual Subscription	1	1	1
ArcGIS Hub Premium ArcGIS Online Community Annual Subscription	1	1	1
ArcGIS Hub Premium Additional 1,000 ArcGIS Online Community Creator Annual Subscription	5	5	5
ArcGIS Hub Premium Additional ArcGIS Online Credits	10	10	10
ArcGIS Velocity Standard US Region Annual Subscription	1	1	1
Site Scan Single Operator USA Hosted Annual Subscription	1	1	1
Site Scan Single Access USA Hosted Annual Subscription	3	3	3
ArcGIS StreetMap Premium for ArcGIS Pro Online USA Annual Subscription	2	3	5

The EA also includes the following additional components:

Additional Benefits	Quantity
Esri International User Conference Registrations	15
Back-Up Media	2
Authorized Tier-Two Standard Support Callers	5

- Advantage Program: One annual subscription to the Advantage Program.
 - This program includes the following components per year for three years:
 - Up to 100 Advisor hours
 - Annual one-day Planning Meeting
 - Technology Webcasts
 - 100 Learning and Services credits in Year 1 and 150 credits in years 2 and 3 that can apply towards:
 - Business and Technical Consulting: Access to a range of industry, business, and technical domain consultants. Get advice and hands-on help from GIS experts, industry specialists, developers, and designers.
 - Premium Support Services (PSS): Access to prioritized incident management and all-hours technical support. PSS has been designed to meet the needs of Esri customers who are developing, implementing, or supporting complex, mission-critical GIS applications.
 - Esri Managed Cloud Services: Access to a variety of hosting options for the ArcGIS platform that leverage a cloud environment designed to be reliable, cost-effective, and secure.
 - Unused Learning and Services credits will expire 24 months from their purchase date, or one month after the expiration of the program, whichever is first. Learning and Services credits are a flexible way for your organization to receive focused technical enablement support. These credits are not intended for use on project-specific professional services. Any project-related activities requiring Esri Project Services support will be scoped, budgeted, and scheduled outside of the Advantage Program. You can find more information about the Advantage Program at www.esri.com/services/eap.
 - Any activities proposed to be completed under the Advantage Program would be subject to review and approval by Esri to ensure alignment with the intent of the Advantage Program.
 - **At time of renewal, Esri reserves the right to update Advantage Program (AP) terms to reflect the latest program offering.**
- Esri Training Pass: An important component of a successful GIS implementation is continued training and staff development. This proposal includes Training Pass days, which can be redeemed for instructor-led training at either an Esri facility or client-site, conditions allowing, or instructor-led online training. An Esri training consultant will work with Oklahoma County to develop an organization-wide training plan that will provide recommendations based on your organization’s GIS training needs. This will promote the most efficient use of the technology and the highest return on investment.

- This Training Pass will provide Oklahoma County with access to Esri training according to the following schedule:
 - Year 1: 25 Training Pass days
 - Year 2: 25 Training Pass days
 - Year 3: 25 Training Pass days
- Information about redeeming Training Pass days is available at <https://www.esri.com/training/training-for-organizations>.
- Esri offers an extensive curriculum of instructor-led training courses. A complete list of courses is available in the course catalog at www.esri.com/training.

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

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

Best regards,



Greg Hakman
Account Executive