

BILL NO. S-25-04-06

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PURCHASE AGREEMENT – FORT WAYNE CITY UTILITIES GIS UTILITY NETWORK (SEWER) IMPLEMENTATION SUPPORT (\$215,400.00) - between ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the PURCHASE AGREEMENT - FORT WAYNE CITY UTILITIES GIS UTILITY NETWORK (SEWER) IMPLEMENTATION SUPPORT - between ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. and the City of Fort Wayne, Indiana, by and through its Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

THE SECOND PHASE OF A MULTI-PHASED APPROACH TO MOVE FROM EXISTING GIS SOFTWARE TO NEW (ALREADY PROCURED) GIS SOFTWARE, DATA MODELING AND DATA MAPPING (CONVERTING EXISTING AND DESIGNING NEW DATABASES), DATA MIGRATION INTO NEW DATABASES, CONFIGURING AND IMPLEMENTING STEPS TOWARD A SEWER DATA IMPLEMENTATION, ASSOCIATED SITE, TRAINING, AND OTHER CUSTOMARY SERVICES INCIDENTAL THERETO. THE IMPLEMENTATION SUPPORT SERVICES AND TRAINING SERVICES WILL ENSURE CONFORMANCE WITH PREPARATION FOR EXISTING SOFTWARE DEPRECAATION, ALIGNING WITH COORDINATED ENTERPRISE UPGRADES AND ENSURE IMPLEMENTATION REQUIREMENTS FOR NEW GIS SOFTWARE;

involving a total cost of TWO HUNDRED FIFTEEN THOUSAND FOUR HUNDRED AND 00/100 DOLLARS - (\$215,400.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from
and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney

Activity Description between Environmental Systems Research Institute, Inc. (ESRI)
and
the City of Fort Wayne, City Utilities

This Activity Description is made by and between Environmental Systems Research Institute ("Esri") and the City of Fort Wayne, City Utilities ("Client"), a municipal utility with its principal place of business located in Fort Wayne, Indiana. This Activity Description is pursuant the existing Advantage Program subscription to Enterprise Agreement (ESRI Agreement No. 00337182.0) between Esri and iMAP Consortium Members with an effective date of December 13, 2024 ("Agreement") attached here as Exhibit A with the incorporated current Master Agreement as published at <https://www.esri.com/en-us/legal/terms>.

1) Scope of Services

Part 1: Additional Learning and Services Credits in accordance with the Advantage Program and Quote #Q-535717 as listed below and attached as Exhibit B. The Example of Advanced Activities, attached as Exhibit C, outlines support activities that the Client may elect to apply Learning and Services Credits towards.

2) Purchase Price

	Description	Amount
Part 1	Advantage Program: Additional 300 Learning and Services Credits.	\$215,400
	Total	\$215,400

3) Payment Terms

Part 1: In accordance with ESRI Quote #Q-535717 (Exhibit B) and terms and conditions in the Agreement.

4) Period of Performance

Learning and Services Credits are valid per the Agreement.

5) Termination

Either party may terminate this Contract for cause upon written notice to the other party, in accordance with the terms set out in the Agreement.

6) Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Indiana.

Subject to the foregoing, all terms and conditions that govern the Services under the Agreement and as they pertain to the Services shall remain in full force and effect.

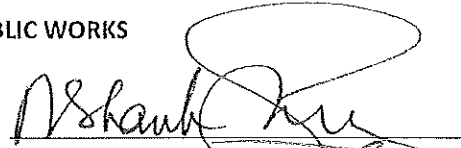
Signature Page to Follow

APPROVALS

APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY:


Shan Gunawardena, Chair

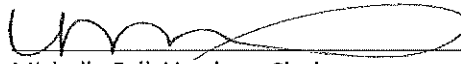
BY:


Kumar Menon, Member

BY:

ABSENT
Chris Guerrero, Member

ATTEST:


Michelle Fulk-Vondran, Clerk

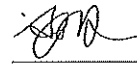
DATE:

3-25-2025

APPROVED FOR CONSULTANT

Environmental Systems Research Institute, Inc. (ESRI)

By:


Stacy McEwan
Associate Director, Professional Services

DATE:

Mar 19, 2025

Exhibit A



August 08, 2024

Dave Estes
Allen County
200 E Berry St Ste 415
Fort Wayne, IN 46802

Dear Dave:

As a follow-up to our meetings regarding an Enterprise Agreement for the Allen County/Ft. Wayne, I am providing the proposed pricing and key business terms below.

The Esri Enterprise Agreement (EA) will remain in effect for three (3) years and grant the Allen County/Fort Wayne access to the Esri products listed below.

Maintenance on all listed software, including maintenance on listed software deployed before the Agreement, is included for the term of the EA.

The Agreement will be effective on January 1st, 2025, and requires a firm three-year commitment.

Allen County and Ft. Wayne have been long-time partners of Esri's, building innovative GIS applications for many years in support of the organization's mission of better serving its citizens and constituency. Moreover, Esri is excited to deepen our partnership by helping the City and County expand and modernize the use of GIS technology over the coming years.

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 an Enterprise Agreement. An EA offers numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance of 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:

	Term 1	Term 2	Term 3	Total
Annual EA Fee	\$850,000	\$850,000	\$850,000	\$2,550,000

Exhibit A

New EA Proposal Offer Letter

Esri products and services to which Ft. Wayne & Allen County will have deployment rights during the term of this Agreement include:

EA Products—Uncapped Quantities

Product	Quantity
ArcGIS Enterprise: ArcGIS Enterprise (Advanced and Standard)	Uncapped
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	Uncapped
ArcGIS GIS Server: Advanced, Standard, Basic	Uncapped
ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server	Uncapped
ArcGIS Monitor	Uncapped
ArcGIS Runtime Advanced	Uncapped
ArcGIS Runtime Analysis Extension	Uncapped

The Enterprise Agreement also includes:

EA Products—Capped Quantities

Product	Quantity
ArcGIS Desktop Advanced – Concurrent Use	50
ArcGIS Desktop Standard – Concurrent Use	125
ArcGIS Desktop Basic – Concurrent Use	175
ArcGIS 3D Analyst – Concurrent Use	30
ArcGIS Data Reviewer – Concurrent Use	30
ArcGIS Geostatistical Analyst – Concurrent Use	30
ArcGIS Network Analyst – Concurrent Use	30
ArcGIS Publisher – Concurrent Use	30
ArcGIS Spatial Analyst – Concurrent Use	30
ArcGIS Workflow Manager – Concurrent Use	20
ArcGIS Data Interoperability – Concurrent Use	5
ArcGIS Production Mapping – Concurrent Use	2
ArcGIS CityEngine Single-Use	1
ArcGIS Notebook Server Advanced Up to Four Cores Perpetual License	1

Exhibit A

New EA Proposal Offer Letter

Annual Subscription Products	Quantity
ArcGIS Business Analyst Web App Standard Online Annual Subscription	5
ArcGIS Urban Suite	10
ArcGIS 3D Analyst for ArcGIS Pro Enterprise Annual Subscription	30
ArcGIS Data Reviewer for ArcGIS Pro Enterprise Annual Subscription	30
ArcGIS Geostatistical Analyst for ArcGIS Pro Enterprise Annual Subscription	30
ArcGIS Network Analyst for ArcGIS Pro Enterprise Annual Subscription	30
ArcGIS Publisher for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	30
ArcGIS Spatial Analyst for ArcGIS Pro Enterprise Annual Subscription	30
ArcGIS Workflow Manager for ArcGIS Pro Enterprise Annual Subscription	20
ArcGIS Data Interoperability for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	5
ArcGIS Location Sharing User Type Extension for ArcGIS Enterprise Annual Subscription	100
ArcGIS Insights in ArcGIS Enterprise Annual Subscription	10
ArcGIS Navigator for ArcGIS Enterprise Annual Subscription	700
ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise Annual Subscription	200
ArcGIS Developer Bundle Subscription	3
ArcGIS Hub Premium ArcGIS Online Community Subscription	1
ArcGIS Hub Premium Additional 1,000 ArcGIS Online Community Creator Annual Subscription	5
Site Scan Single Operator USA Hosted Annual Subscription	1
Site Scan Single Access USA Hosted Annual Subscription	1

Exhibit A

New EA Proposal Offer Letter

User Type Product	Quantity
ArcGIS Enterprise	
ArcGIS Enterprise Contributor Annual Subscription	125
ArcGIS Enterprise Mobile Worker Annual Subscription	750
ArcGIS Enterprise Creator Annual Subscription	250
ArcGIS Enterprise Professional (formerly Standard) User Type Annual Subscription	125
ArcGIS Enterprise Professional Plus (formerly Advanced) User Type Annual Subscription	50
ArcGIS Online	
ArcGIS Online Organizational Subscription	1
ArcGIS Online Creator Annual Subscription (500 Credits per User)	50

The EA also includes the following additional components:

Additional Benefits	Quantity
Esri International User Conference Registrations	8
Back-Up Media	3
Authorized Tier-Two Standard Support Callers	5

- **Advantage Program Annual Subscription**
 - This program includes the following components per year for three years:
 - Up to 150 Advisor Hours
 - Annual One-Day Planning Meeting
 - Quarterly Technology Webcasts
 - 100 Learning and Services Credits that you 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.
 - **Training:** Access to an extensive curriculum of instructor-led training courses as well as client-site training options. A complete list of Esri training facilities and course catalog is available at www.esri.com/training.

Exhibit A

New EA Proposal Offer Letter

- **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 leverages 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/ecap.
 - 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.

This proposal is valid for 30 days. 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 Allen County/Ft. Wayne 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,

Mitch Winiecki
Esri Local Government

Exhibit A

New EA Proposal Offer Letter

CUSTOMER CONTACT INFORMATION

1. Customer centralized point of contact for order release and administrative issues:

Contact Name: _____
Email: _____
Phone: _____

2. All invoices to Customer will be mailed to the address listed below:

Office: _____
Contact Name: _____
Address: _____

3. Ship To address (if the same as above leave blank):

Office: _____
Contact Name: _____
Address: _____

ENTERPRISE AGREEMENT

This Enterprise Agreement ("EA") is by and between the organization identified in the signature line below with its principal place of business at the address provided below ("Customer") and Environmental Systems Research Institute, Inc. ("Esri").

This EA sets forth the terms and conditions for Customer's use of EA Products, Rolled-In Software, Unit-Priced Items, provision of Esri User Conference registrations, Training, and Services as specified herein and in the Proposal Letter. The rights granted in this EA apply only to the EA Products listed in the Proposal Letter.

This EA is comprised of the Proposal Letter and this Enterprise Agreement E512N document and incorporates by reference the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this EA, the order of precedence for the documents shall be as follows: (i) the Enterprise Agreement E512N document, (ii) the Master Agreement, and (iii) the Proposal Letter. For the avoidance of doubt, Article 5—Term, Termination, and Expiration of this EA supersedes any termination language in the Master Agreement for all items in the Proposal Letter.

If the Proposal Letter includes Services other than Maintenance, the applicable Services terms and conditions take precedence over the provisions of this EA with respect to those Services. Customer's centralized point of contact identified in the Proposal Letter will approve work under the Advantage Program or Customer will notify Esri of an alternative contact.

This EA constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the EA Products, Training, and Services. Any modifications or amendments to this EA must be in writing and signed by an authorized representative of Customer and Esri.

The parties acknowledge that they have read and understand this EA and agree to be bound by the terms and conditions contained herein.

ACCEPTED AND AGREED:

THE IMAP CONSORTIUM MEMBERS
(Allen County Commissioners for and on behalf
of the IMAP Consortium Members)
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Address: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By:  _____
Authorized Signature

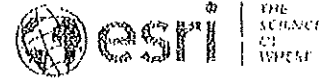
Printed Name: Therese Brown, F Nelson Peters

Title: Commissioners

Date: 12-13-2024

Enterprise Agreement No. 00337182.0

Exhibit A



ENTERPRISE AGREEMENT

This Enterprise Agreement ("EA") is by and between the organization identified in the signature line below with its principal place of business at the address provided below ("Customer") and Environmental Systems Research Institute, Inc. ("Esri").

This EA sets forth the terms and conditions for Customer's use of EA Products, Rolled-In Software, Unit-Priced Items, provision of Esri User Conference registrations, Training, and Services as specified herein and in the Proposal Letter. The rights granted in this EA apply only to the EA Products listed in the Proposal Letter.

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This EA constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the EA Products, Training, and Services. Any modifications or amendments to this EA must be in writing and signed by an authorized representative of Customer and Esri.

The parties acknowledge that they have read and understand this EA and agree to be bound by the terms and conditions contained herein.

ACCEPTED AND AGREED:

THE IMAP CONSORTIUM MEMBERS

(Allen County Commissioners for and on behalf
of the IMAP Consortium Members)
(Customer)

By: *Nelson Peters*
Authorized Signature

Printed Name: F. Nelson Peters, Therese Brown

Title: Commissioners

Date: 12-13-2024

Address: 200 E Berry, Ste 410
Fort Wayne IN 46802

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: *A Kazandjian*
Authorized Signature

Printed Name: Annette Kazandjian

Title: Managing Business Attorney

Date: Dec 12, 2024

Enterprise Agreement No. 00337182.0

Exhibit A

1.0—DEFINITIONS

Capitalized terms used in this EA and Proposal Letter will have the same meaning they do in the Master Agreement. In addition, the following definitions apply to this EA:

- **"Affiliate"** means an affiliate of Customer, unless excluded in the Proposal Letter, that meets the following criteria: the affiliate (i) is a U.S. domestic subsidiary of Customer located in the United States; (ii) is more than fifty percent (50%) owned by Customer; (iii) is not a company in the business of offering geographic information system (GIS) software services to third parties; and (iv) is not ineligible to receive or have access to Esri products or services by operation of law, including U.S. export control laws, decrees, orders, rules, regulations, policies, riders, conditions, or provisos.
- **"Authorized Entity"** means, if applicable, Affiliate when Customer is a commercial entity or Eligible Agency when Customer is a government entity.
- **"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 EA Products and related Authorization Codes within Customer's organization and to Authorized Entities.
- **"EA Fee"** means the fee set forth in the EA Fee Schedule contained in the Proposal Letter.
- **"EA Maintenance"** means Tier 2 Support provided to Customer as described in Article 3—EA Maintenance.
- **"EA Products"** means the Products identified in the Proposal Letter, excluding Unit-Priced Items.
- **"Effective Date"** means the date specified in the Proposal Letter as the Effective Date and if no Effective Date is specified, the last date of signature on the Enterprise Agreement.
- **"Eligible Agency"** means the political subdivisions identified in the Proposal Letter.
- **"Master Agreement"** means the applicable master agreement incorporated by this reference that is either (i) the Master Agreement, Products and Services (E204) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement>; or (ii) a signed master agreement between Esri and Customer that supersedes such electronically acknowledged master agreement. If terms and conditions applicable for the use of EA Products or Services included in this EA are not found in the signed master agreement, including but not limited to the Advantage Program, such applicable terms and conditions will be supplemented as found in the Master Agreement, Products and Services (E204) at <https://www.esri.com/en-us/legal/terms/full-master-agreement>.
- **"Proposal Letter"** means the attached offer document that includes, at a minimum, the EA Products and EA Fee and may also include additional Esri Products and Services.
- **"Rolled-In Software"** means Products (excluding Term licenses or subscriptions) of the same type as EA Products that Customer acquired for use prior to the Effective Date, that are current on paid maintenance (as shown in Esri's customer service records), and that receive EA Maintenance during the term of the EA. If this EA is extended or renewed, Rolled-In Software shall include EA Products Deployed prior to the then-current renewal period.
- **"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 contacts in My Esri, including from Authorized Entities, to provide all Tier 1 Support within Customer's organization and Authorized Entities.
- **"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

Exhibit A

- **"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.
- **"Unit-Priced Items"** means optional Products or Services that are listed in the Proposal Letter as separately orderable for an additional fee. Pricing for Unit-Priced Items is valid for one (1) year from the Effective Date, unless a different duration is identified in the Proposal Letter.

2.0—GRANT OF LICENSE

- 2.1 Grant of License.** Subject to the terms and conditions of this EA, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the EA Products listed in the Proposal Letter for the term of the EA (i) for the applicable EA Fee and (ii) in accordance with the Master Agreement. Unit-Priced Items and Rolled-In Software, if listed in the Proposal Letter, will be licensed in accordance with the Master Agreement. Beta licenses are not available under this EA as EA Products.
- 2.2 Authorized Entity Access.** Customer may permit Authorized Entities to use EA Products, provided Customer ensures that Authorized Entities use the EA Products in accordance with the terms and conditions of this EA and Customer is liable and solely responsible for the use or misuse of EA Products by Authorized Entities. Within thirty (30) calendar days of a request from Esri, Customer will provide Esri a list of Authorized Entities and their business addresses.
- 2.3 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the EA Products exclusively for Customer's benefit in accordance with the Master Agreement. Customer will be solely responsible for compliance by consultants and contractors with this EA and will ensure that the consultant or contractor discontinues use of EA Products upon completion of work for Customer. Access to or use of EA 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 EA Products on contractor servers for the benefit of Customer.
- 2.4 Additional Permitted Uses.** For the term of the EA, Customer may copy and Deploy the EA Products to Customer's organization and Authorized Entities up to the quantities of licenses identified in the Proposal Letter. No other entity has a right to copy (except as permitted in the Master Agreement) or Deploy the EA Products. Customer may only transfer, redistribute, and Deploy the EA Products within the continental United States; Hawaii; Alaska; and U.S. territories, excluding Puerto Rico and the U.S. Virgin Islands.
- 2.5 Uses Not Permitted.** Customer shall not transfer, redistribute, or assign EA Products to any third party without the prior written permission of Esri. Customer shall not use the EA Products outside the United States or its territories or possessions without the prior written permission of Esri and agreement on additional fees, if any. Any such export will be subject to U.S. Export Control Regulation requirements of the Master Agreement.
- 2.6 Third-Party Offerings.** If the Proposal Letter includes a third-party offering that Esri is reselling, that third-party offering may be subject to the third party's terms and conditions and, if applicable, will be provided at the time of delivery with the third-party offering.

3.0—EA MAINTENANCE

- 3.1 EA Maintenance** is included in the EA Fee. Rolled-In Software and EA Products will receive EA Maintenance, provided that standard maintenance is available for each item. EA Maintenance includes benefits specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>) as modified by this Section 3.1. If Unit-Priced Items are included in the Proposal Letter, annual maintenance fees for Unit-Priced Items will be in addition to the Fee and ordered separately from this EA.

Exhibit A

a. Tier 1 Support

1. The Tier 1 Help Desk will provide Tier 1 Support to all Customer's authorized users and Authorized Entities.
2. The Tier 1 Help Desk will be fully trained in the EA 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, data, databases, or other information 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. Customer may assign named Tier 1 Help Desk individuals up to the quantity listed in the Proposal Letter. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals through the My Esri portal.

b. Tier 2 Support

1. Tier 2 Support analysts will log the calls received from the Tier 1 Help Desk.
2. Tier 2 Support analysts 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 analysts 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 analysts will assist the Tier 1 Help Desk individuals and attempt to resolve the Case.
5. When the Case is resolved, Tier 2 Support analysts will communicate the information to the Tier 1 Help Desk, and the Tier 1 Help Desk will disseminate the resolution to the users.
6. For Tier 2 Support, contact Esri through My Esri at <https://my.esri.com>, via the web at <https://support.esri.com>, or by phone at 909-793-3774 (within the United States only).

3.2 Obsolescence. During the term of this EA, some EA Products may be retired, become obsolete, or may no longer be available to Deploy in the identified quantities. Customer and Authorized Entities may continue to use EA Products that have been Deployed, but updates for EA Products and Rolled-In Software in the mature and retired phases may not be available. 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> by selecting the product type and clicking the Product Life Cycle link for specific product plans.

4.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

4.1 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 EA Products. Delivery of updates/new versions of EA Products will be made in the same manner. Customer will establish a single point of contact who will be responsible for Deployment. Esri may invoice the EA Fee up to thirty (30) calendar days before (i) the payment dates identified in the Proposal Letter; or (ii) if no payment dates are identified, the annual anniversary date for each year of the EA.
- 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 EA Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at the lesser of one percent (1.0%) per month or the maximum monthly rate permitted by applicable law on any overdue fees plus

Exhibit A

all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.
 - d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB destination, with shipping charges prepaid by Customer. 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 applicable sales or use tax associated with the receipt of tangible media.
- 4.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own internal process, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before (i) the payment dates identified in the Proposal Letter; or (ii) if no payment dates are identified, the annual anniversary date for each year of the EA. Any purchase orders that Customer issues will reference, incorporate, and be subject to the terms and conditions of the EA. Additional or conflicting terms in any purchase orders, invoices, or other documents exchanged during the ordering process, other than the terms of this EA, Product or Services descriptions, quantities, pricing, and delivery instructions, are void and of no effect.
- a. All orders pertaining to this EA will be processed through Customer's centralized point of contact on the Proposal Letter. Customer can send order processing questions to Customer Service at Esri 380 New York Street Redlands, CA 92373-8100; send emails to service@esri.com; or call Esri at 888-377-4575.
 - 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; for Unit-Priced Items, the name of the product and quantity
 - 4. The following printed statement "Governed by and subject to the signed Enterprise Agreement number 00337182.0."

5.0—TERM, TERMINATION, AND EXPIRATION

- 5.1 Term.** This EA and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Proposal Letter. Except as otherwise authorized in this Section 5, this EA is for the committed duration identified in the Proposal Letter. If the Proposal Letter includes optional years, Customer may exercise each optional year by providing written notice to Esri Customer Service sixty (60) calendar days prior to the end of the then-current year. If more than one optional year is identified in the Proposal Letter, then each optional year must be exercised consecutively, or the EA will expire at the end of the then-current year. An optional year may be a duration other than twelve (12) months and will be identified in the Proposal Letter. If the Proposal Letter includes Training Pass days, unused Training Pass days do not rollover to subsequent years and expire at the end of each annual term.
- 5.2 Use upon Expiration.** Upon full payment of the EA Fee and expiration of this EA, the Master Agreement will survive, and Customer and Authorized Entities may continue to use the perpetual licenses of Deployed EA Products included in the final Deployment Report and Rolled-In Software in accordance with the terms and conditions set forth in the Master Agreement. Customer shall notify Esri of the quantity and type of licenses for which Customer and Authorized Entities, as may be applicable, elect to purchase standard maintenance. If maintenance is not ordered for Rolled-In Software or EA Products upon expiration of the EA, it lapses. If, at a later date, Customer or Authorized Entities decide to reinstate maintenance, Customer or Authorized Entity, as may be applicable, must pay maintenance reinstatement fees from the date the EA expired (i.e., back maintenance fees). Customer and Authorized Entities may only purchase standard maintenance or reinstate maintenance on licenses that were included in the final Deployment Report. Customer shall not Deploy additional copies of the EA Products beyond the quantities in use as of the date of expiration. All term licenses and subscription licenses of Deployed EA Products terminate upon expiration of the EA. Esri User

Exhibit A

Conference registrations, Advantage Program Learning and Services credits, and Training Pass days terminate upon expiration.

- 5.3 Term Enterprise Agreement.** If the EA Products are all term licenses and subscription licenses, Customer and Authorized Entities are only authorized to use EA Products during the term identified in the Proposal Letter and all EA Products, all Maintenance, and Esri User Conference registrations terminate upon termination of the EA.
- 5.4 Termination of a Particular Authorized Entity.** If Authorized Entities are included in the Proposal Letter, Esri may elect to terminate the license rights of a particular Authorized Entity for material breach without terminating this EA with Customer or other Authorized Entities. The breaching Authorized Entity will be given a period of ten (10) business days from date of written notice to cure any material breach. Upon termination of Authorized Entity, all Deployed EA Products provided to Authorized Entity will also terminate. Customer shall reasonably cooperate with Esri in termination of an Authorized Entity in material breach of this EA, including enforcement of the EA with respect to such Authorized Entity. There will be no reduction in the EA 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 EA.
- 5.5 Termination for a Material Breach.** Either party may terminate this EA 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. Upon termination of this EA by Esri for a material breach by Customer, all licenses Deployed will also terminate, and the full amount of unpaid EA Fee will be due and payable by Customer within thirty (30) days from the date of termination.
- 5.6 Termination for Lack of Funds.** For an EA with government or government-owned entities, either party may terminate this EA before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.
- 5.7 Termination for Convenience.** Neither Customer nor Esri may terminate the EA for convenience.
- 5.8 Use Upon Termination.** For termination under Sections 5.3–5.6, Customer and Authorized Entities shall uninstall, remove, and destroy all EA Products; training materials; and any whole or partial copies, modifications, or merged portions in any form. Upon request, Customer shall deliver evidence of such destruction to Esri (e.g., certification letter). Except in the event that the Master Agreement has been terminated for Customer's uncured material breach, Customer and Authorized Entities may continue to use Rolled-In Software, provided Customer and Authorized Entities comply with the terms and conditions of the Master Agreement. Further, Esri agrees that Customer and Authorized Entities are not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Customer and Authorized Entities, as may be applicable, order maintenance at time of EA termination. Other items that may be included in this EA—such as Advantage Program, Training Pass days, access codes, and Esri User Conference registrations—will also terminate if this EA is terminated.

6.0—CONFIDENTIALITY

- 6.1 Esri Confidential Information.** The EA Fee and list of EA Products are confidential and proprietary information of Esri. Except as provided herein, Customer shall not publish or disclose the EA Fee or list of EA Products to any third party without Esri's prior written consent. Customer may disclose portions or all of this EA to an Authorized Entity provided such is under an obligation of confidentiality to not publish or disclose the EA Fee or list of EA Products to any third party. Disclosure may be made only to those Customer or Authorized Entity employees, contractors, or consultants of Customer (e.g., outside counsel or accountants) who have a need to know to perform their duties or work on behalf of Customer and have an obligation of confidentiality. To the extent that any such disclosures may be required by law, Customer shall inform Esri of the requested disclosure, with a reasonable description of the requested disclosure and identification of the requester, in sufficient time for Esri to assert any objection Esri may have to such disclosure with the appropriate administrative or judicial body.

Exhibit A

6.2 Disclosure of Fees for Unit-Priced Items. If Unit-Priced Items are included in the Proposal Letter, Esri gives permission to Customer to maintain Unit-Priced Item prices, fees, and discounts on Customer's intranet, subject to password protection accessible to Customers, to support potential procurements. Customer shall use no less than the same degree of care to protect this information as it uses to protect its own confidential information or third-party information of similar nature. Customer must include the following notice on information concerning Unit-Priced Item pricing posted on or accessible through Customer intranet that is accessible by Customers and their employees, or on any other web pages that make reference to the EA Fee or Unit-Priced Items, including order forms:

PRICING INFORMATION, INCLUDING APPLICABLE DISCOUNT RATES, CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL AND PROPRIETARY. EXCEPT TO SUPPORT AUTHORIZED LICENSE ACQUISITIONS, RECIPIENT WILL NOT COPY, DISCLOSE TO ANY THIRD PARTY, OR USE ANY PRICING INFORMATION FOR ANY OTHER PURPOSE OR PROGRAM.

7.0—ADMINISTRATIVE REQUIREMENTS

- 7.1 Esri Partner Original Equipment Manufacturer (OEM) Bundled or Embedded Items/Services.** 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 EA. Customer and Authorized Entities will not seek any discount from the OEM partner or Esri based on the availability of EA Products under this EA. Customer and Authorized Entities will not decouple Esri products or services from the OEM partners' application or service. Esri products or services embedded in third-party products or services are not EA Products.
- 7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this EA, Customer will provide Esri with a written report, in a form acceptable to Esri, detailing all Deployments (each a "Deployment Report"). Upon request, Customer will provide records sufficient for Esri to verify the accuracy of the Deployment Report.
- 7.3 Esri User Conference Registration.** Esri shall provide Esri User Conference registrations to Customer annually during the term of this EA in the quantities set forth in the Proposal Letter. Customer is responsible for distributing the registrations internally and to Authorized Entities. Third parties may not represent or attend on behalf of Customer at any Esri User Conference.
- 7.4 New Products.** Esri reserves the right to exclude new Products from uncapped Deployment if added to this EA. New Products may contain or be developed with (i) newly acquired technology obtained through a significant investment or (ii) third-party intellectual property that requires a unit-based royalty fee or prohibits Deployment under an educational site or enterprise license. Such items can be made available to Customer or Authorized Entities on a limited-quantity basis or as Unit-Priced Items.
- 7.5 Relationship of the Parties.** This EA will not be construed or interpreted as an exclusive dealings agreement. This EA does not constitute a partnership, joint venture, or agency between Esri and Customer. Neither Esri nor Customer will hold itself out as such, nor shall Esri or Customer be bound or become liable because of any representation, action, or omission of the other.
- 7.6 GIS Standard.** Either party may publicize the existence of this EA. Customer shall officially name Esri as its GIS standard and act as a reference for other Esri customers and potential customers as long as the EA remains in effect.

8.0—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 or an Authorized Entity with or into another corporation or entity; (ii) Customer's or Authorized Entity's acquisition, in whole or in part, of another entity or its assets; or (iii) a transfer or sale of all or part of Customer's or an Authorized Entity's organization (subsections i, ii, and iii, separately or collectively

Exhibit A

referred to as "Ownership Change"). There will be no decrease in the EA Fee as a result of any Ownership Change.

8.1 Customer may not transfer or Deploy EA Products to any third party in connection with a divestiture, merger, or sale of Customer or its assets, in whole or in part. If an Ownership Change results in a divestiture or a transfer or sale of a portion of Customer's or an Authorized Entity's organization or its assets, that portion of Customer's or the Authorized Entity's organization will return the EA Products to Customer or the applicable Authorized Entity or uninstall, remove, and destroy all copies of the EA Products.

8.2 This EA 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 and Authorized Entities will require any successor entity to uninstall, remove, and destroy the EA Products. This Agreement will terminate upon such Ownership Change.

8.3 If Customer or an Authorized Entity merges with or acquires part of another entity or its assets, Esri reserves the right to increase the EA Fee in proportion to the anticipated increase in Deployments or terminate this EA and the parties will negotiate a new agreement. If Customer or an Authorized Entity acquires another entity and Customer would like to Deploy EA Products to that entity, Esri and Customer must first sign an amendment to this EA adding the new entity as an Authorized Entity and agree to an increase in the EA Fee.

9.0—GENERAL PROVISIONS

9.1 **Governing Law.** This EA shall be governed by and construed in accordance with the laws of the State of Indiana without reference to its conflict of laws principles governing law identified in the Master Agreement.

9.2 **Dispute Resolution.** Esri will comply with mandatory dispute resolutions under applicable law.

9.32 **Legal Notices.** Please send all legal notices to Esri 380 New York Street Redlands, California 92373-8100 Attention: Director of Contracts and Legal or email legalnotices@esri.com.

9.43 **Survival of Certain Clauses.** The provisions of Sections 2.2 and 5.2 and Article 6 will survive the expiration or termination of this EA.

Exhibit B



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 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: 11/19/2024 To: 5/18/2025*

Quotation # Q-535717

Date: March 5, 2025

Customer # 188468 Contract #

County of Allen
 IT Dept
 200 E Berry St Ste 415
 Fort Wayne, IN 46802-2739

ATTENTION: Uriel Castillo
 PHONE: 2604275892
 EMAIL: uriel.castillo@ci.ft-wayne.in.us

Material	Qty	Term	Unit Price	Total
97720	3	Year 1	\$71,800.00	\$215,400.00

Esri Advantage Program: Additional 100 Learning and Service Credits. This product cannot be purchased without an existing Advantage Program subscription.

Subtotal:	\$215,400.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$215,400.00

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:
 Mitchell Winiecki

Email:
mwiniecki@esri.com

Phone:
 6514540600 x8301

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/esri/sites/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. US Federal government entities and US 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 US 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 for customers located in the USA.

WINIECKIM

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

Exhibit B



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

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IT Dept
200 E Berry St Ste 415
Fort Wayne, IN 46802-2739

To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 11/19/2024 To: 5/18/2025

ATTENTION: Uriel Castillo
PHONE: 2604275892
EMAIL: uriel.castillo@ci.ft-wayne.in.us

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

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:
Mitchell Winiecki

Email:
mwiniecki@esri.com

Phone:
6514540600 x8301

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. US Federal government entities and US 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 US 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 for customers located in the USA.

WINIECKIM

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Exhibit C

Sewer Pilot Utility Network

Activity Scope – 300 Credits

Allen County - Advantage Program

Activity Scope

Activity 1 – Kickoff Meeting

Esri will conduct a one-hour remote kickoff meeting. Esri's project manager will coordinate with Fort Wayne's project manager to schedule the meeting and other logistics. Esri will prepare and submit a meeting agenda to Fort Wayne for review before the meeting. It is anticipated that the meeting will cover the following topics:

- Review the scope of work
- Identify any prerequisites and/or constraints
- Plan for scheduling of the various activities
- Other items

Esri will capture meeting discussion points and provide a summary to Fort Wayne. The meeting summary will include attendance, discussion topics, items identified as revisions to planning elements (i.e., schedule), action items, issues, and decisions.

Activity 2 – Data Modeling and Mapping

Fort Wayne will provide Esri with its latest sewer collection GIS data in file geodatabase format before this activity begins. Esri will remotely review the data and conduct initial data mapping from Fort Wayne's source data to the current ArcGIS Utility Network sewer asset package. The data mapping will be provided in Microsoft Excel file format and will list Fort Wayne's existing source feature classes, its mapping to the corresponding feature classes, asset groups, asset types, and attribute fields in the Utility Network sewer asset package.

After the initial mapping, an Esri consultant will conduct a remote data mapping review meeting. During this meeting, the Esri consultant will perform the following:

- Validate and correct the initial data mapping assumptions
- Identify gaps (if applicable) between Fort Wayne's source data and the Utility Network sewer asset package:
 - Define alternative data mappings to mitigate gaps between source and target
 - Define the schema updates that Esri will perform under this engagement to mitigate source and target gaps

Exhibit C

Sewer Pilot Utility Network Activity Scope – 300 Credits

Allen County - Advantage Program

After the remote meeting, Esri will update the data mapping matrix that was presented during the workshop. The data mapping matrix contains the following lists:

- Data mapping changes to be made from the initial data mapping matrix
- Alternative data mapping to mitigate gaps for the pilot, including the creation of fittings (wye/tee) where every lateral connects to a mainline, if applicable
- Agreed schema changes that will be made to the Utility Network sewer asset package to mitigate data mapping gaps

The data mapping matrix will be submitted to Fort Wayne for review and comment.

The updated data mapping files will be used to create the target Utility Network asset package/data model for pilot data migration activity.



Fort Wayne Sewer geodatabase represents a combined sewer and stormwater collection system. As of now, the ArcGIS Solution does not have a combined sewer stormwater collection system Utility Network data model. As part of this activity, Esri consultant will utilize the existing standard sewer collection system Utility Network data model and make updates to incorporate stormwater features and configurations as needed per Fort Wayne's current geodatabase stormwater features and guidance from Fort Wayne GIS team.

Activity 3 – Utility Network Pilot Data Migration

Esri will provide remote data migration consulting support for the sewer system. Using the data mapping matrix, Esri will configure the data migration tools using the ArcGIS Data Interoperability extension. The data migration extract, transform, and load (ETL) process will be conducted in an internal staging geodatabase using the updated Fort Wayne Utility Network asset package (sewer). Once the source data is loaded, the data will undergo a QA/QC process before Esri's internal validation of the Utility Network creation with the migrated Fort Wayne asset package. Esri will perform the following QA/QC checks during Utility Network data migration:

- Feature and object count checks will be performed between source datasets and migrated Utility Network geodatabase datasets to check and reduce data loss during the migration process. Esri will produce a feature count check report as a part of its QA/QC report.
- QA/QC checks will also be executed to verify the integrity of data attributes. Esri will use automated QA/QC tools to check for data loss or corruption during the migration process and that the migrated GIS data is the intended format. Esri will verify that the links between the GIS and the related attribute tables have been maintained. Esri will also verify the validity of migrated attributes based on the domain asset package (sewer).

Exhibit C

Sewer Pilot Utility Network Activity Scope – 300 Credits

Allen County - Advantage Program

- Inaccurate attributes will be identified including null values or those falling outside the predefined domains or illogical attributes based on network connectivity.
- Once the data has passed Esri's internal QA/QC process, Fort Wayne's domain asset packages (sewer) will be applied to an Esri internal staged Utility Network, where the topology will be validated using the asset package's connectivity rules. Errors with the topology will be reviewed and corrected if they are the result of migration configuration; whereas errors that are the result of insufficient or invalid data will be reported back to Fort Wayne for further review and action.

The final QA/QC check results and findings will be documented and provided to Fort Wayne along with the migrated sewer Utility Network data in a file geodatabase format.

As part of this pilot Utility Network migration activity, Esri will support creating attribute rules that will replace current Attribute Assistant methods used in ArcMap. Per conversation with the Fort Wayne GIS team, the attribute rules will not be needed for Hansen related fields such as COMPTYPE, MAINCOMP1, MAINCOMP2, MainCOMPKEY, UNITID, UNITID2, and UNITTYPE.



During this activity, Esri will perform one round of data migration for the sewer system.

Activity 4 - Pilot Utility Network Enterprise Deployment

After completing the review and configuration of the pilot Enterprise environment, Esri will provide remote consulting support to assist Fort Wayne with configuring and using Utility Network software for the sewer network. Esri will provide consulting support in the following areas:

- Load pilot migrated data (file geodatabase) into Fort Wayne's pilot Enterprise environment.
- Configure Utility Network components for sewer: ArcGIS Pro Project, editing templates, attribute rules, subnetwork controllers, and associations.
- Validate network topology, build/update subnetwork controllers, and configure terminals.
- Writing a summary Implementation report, not to exceed five pages

Esri will also provide remote consulting support to assist Fort Wayne with technical knowledge transfer on how to use the Utility Network software for its sewer network. Esri will provide consulting support in the following areas:

- Demonstrate ArcGIS Pro configuration functionality:
 - Edit templates
 - Geoprocessing tasks

Exhibit C

Sewer Pilot Utility Network Activity Scope – 300 Credits

Allen County - Advantage Program

- Map navigation and interaction
 - Editing features
 - Configuring ArcGIS Pro Projects
- Utility Network functions:
 - Creating and using branch versions
 - Creating and maintaining system diagrams
 - Creating network rules
 - Working with life cycle and temporal data
 - Creating and editing attribute rules with ArcGIS Arcade, a basic scripting language from Esri

Activity 5 – Enterprise Site Support

Esri will provide remote consulting to support Fort Wayne in developing an internal GIS-based Enterprise Site focused on providing an interface for Utility Network Users, Field Staff and Managers. Fort Wayne envisions this Site to serve as a “one-stop-shop” for its internal users to access maps, applications, artifacts, and data related to its water and sewer networks, while incorporating existing workflows and appropriate data access.

This activity will initially focus on the preparation for, and conducting of, requirements gathering remote workshops with internal Fort Wayne power users. A total of two (2) remote workshops will be conducted, up to 4 hours per workshop. Workshop findings and recommendations will be shared with Fort Wayne for comment and feedback.

The activity will then focus on ArcGIS Enterprise Site creation and configuration consulting, based on findings and feedback from the workshop summaries, which may include:

- Best practices for accessing data & User Interface considerations
- Methods to consolidate the user experience for Field Staff, Office Workers, and Managers interacting with the following areas:
 - City Interactive Map
 - Water & Sewer Utility Network data
 - Utility Network training recommendations for new users
- Efficient workflow(s) for requesting access to Maps and Apps
- Exploring methods to support Field Staff requesting accessing to process documents for offline use and offline map use

Esri Responsibilities

Exhibit C

Sewer Pilot Utility Network Activity Scope – 300 Credits

Allen County - Advantage Program

- Provide remote consulting services as described above.

Customer Responsibilities

- Communicate consulting needs and priorities to the Esri consultant(s).
- Provide the appropriate Fort Wayne staff members to work with the Esri consultant(s).
- Provide the Esri consultants with access to Fort Wayne's data and system environment, as necessary.
- Procure and/or license all necessary data, Esri COTS software, and third-party software before starting this activity.
- Fort Wayne is responsible for manual data clean-up, if needed.
- Fort Wayne is responsible for re-establishing any third-party integrations to GIS system, if needed.

Assumptions

- Unless otherwise stated in the activity description, work will be performed remotely from an Esri office or Esri designated remote office.

Exhibit C

Sewer Pilot Utility Network Activity Scope – 300 Credits

Allen County - Advantage Program

- Unless otherwise stated, remote work will be provided via telephone, email, and/or webcast and only during normal Esri business hours, Monday–Friday, 8:00 a.m. to 5:00 p.m. Central time, excluding Esri holidays.
- The ArcGIS Solutions Sewer Utility Network data model and asset package will be used as a starting point for the data migration.
- One round of pilot migration will be performed.
- Esri will not be responsible for data clean-up, if needed.
- Esri is not responsible for the source data issues, such as snapping, connectivity, and missing features.
- Customer source data will have attribute information populated to map data to Utility Network Asset Group and Asset Type classification.
- Existing attribute assistant rules will be recreated as attribute rules for Utility Network geodatabase that are supported by commercial off-the-shelf (COTS) software.
- Fort Wayne has completed the data cleanup work based on Esri's Data Readiness Assessment report.
- Fort Wayne's end users are knowledgeable in the use of ArcGIS software or will complete the training classes recommended by Esri.
- Fort Wayne will have Utility Network User Type Extension available in ArcGIS Enterprise environment for Sewer System Utility Network implementation. Esri Resource will have access to necessary Allen County, Fort Wayne Development Site
- This activity will use COTS software offerings; custom development will be outside of this scope
- Consulting support is limited to Esri commercial off-the-shelf (COTS) software and will not include any non-Esri-based systems.
- If Fort Wayne requests additional Adoption Strategy consulting for strategies outside the activity scope, a separate activity description can be provided.
- Allen County will maintain an active Advantage Program agreement throughout the duration of the activity.

Interoffice Memo

Date: April 3, 2025
To: Common Council Members
From: Uriel Castillo, Program Manager, City Utilities Engineering, Telephone: 427-5892
RE: Purchase agreement for GIS Implementation Support Services – ESRI Sewer Utility Network Implementation Support RES./W.O.#92123

Council Introduction Date: April 08, 2025 – Council District #: N/A

Background & Supporting Information: The services will include the second phase to move from existing GIS software to new (already procured) GIS software. Data modeling and Data Mapping (converting existing and designing new databases), Data Migration into new databases, configuring and implementing steps toward a Sewer data implementation, associated site, training, and other customary services incidental thereto. The Implementation support services and Training services will ensure conformance with preparation for existing software deprecation, aligning with coordinated enterprise upgrades and ensure implementation requirements for new GIS software.

Implications of not being approved: If not approved, existing GIS software will soon be deprecated and will result in GIS and integration issues as well as misalignment with other enterprise and architecture upgrades which are in the works. In addition, GIS software which has already been procured, will sit unused and existing software will not receive essential upgrades or patches once deprecated. The first phase for a Water Utility Network was previously approved and not approving the complementary sewer part would result in an incomplete GIS Utility Network .

If Prior Approval is being Requested, Justify: N/A

Selection and Approval Process:

Esri has been involved in helping Fort Wayne City Utilities plan for the Utility Network for at least a couple years. The services by the company were procured through the Purchasing Department as a special procurement of software programs. The iMap Consortium, which Fort Wayne City Utilities belongs to, has an Enterprise License Agreement (ELA) with Esri. The ELA provides an avenue for services through an Esri Advantage program. In addition, upon initiating the Utility Network project, another GIS services company was contacted to obtain a quote to ensure Esri was providing competitive pricing. Esri was selected due to their competitive pricing, their knowledge and work through the first water phase, knowledge about the project and knowledge and expertise on the Utility Network software. Fort Wayne GIS staff and IT GIS staff (Resultant) confirmed the recommendation to select Esri. Using this process, Utilities Engineering selected Esri for this project and finds their scope and fee to be the best value for this project. The Board of Public Works approved the contract on March 25, 2025.

Council Introduction Date: April 8, 2025

CC: BOW
Matthew Wirtz
Jill Helfrich
File