TO: Mayor and City Council
FROM: Susan Mayer, Chief Financial Officer
SUBJECT: ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. MAINTENANCE AGREEMENT FOR GIS SOFTWARE (PUR 11-031)

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving findings and authorizing the City to bring the maintenance agreement up-to-date in the amount of $86,000 effective August 4, 2008 through August 3, 2012 with the Environmental Systems Research Institute, Inc. (ESRI) located in Redlands, California for the City’s Geographic Information Systems (GIS) mapping software. It is also recommended that the City Council authorize the City Manager to take all other actions necessary to carry out the purpose and intent of the resolution.

Summary

The City’s software maintenance agreement for the GIS systems with ESRI expired on August 3, 2008. It was allowed to expire since upgrades were not necessary, at that time, to maintain compatibility between the GIS, dispatch, and public safety systems.

However, significant software changes with the Fire Department’s (Fire) dispatch software and the Police Department’s (Police) crime analysis software, now require a current version of the ERSI GIS software. In order to acquire that current version of the ESRI software, there are two options:

1. Revive the expired ERSI contract by purchasing maintenance retroactive to August 3, 2008 in the amount of $86,000. This retroactive licensing is the only method provided by ERSI to bring our current software up to the newest, supported level.

2. Purchase a new, current ERSI license in the amount of $133,920.

Option 1, reving the expired ERSI contract, is the most cost effective way to obtain the newest version of the ERSI software and ensure the ability to update the Fire and Police systems that interface with ERSI’s GIS application.

DISCUSSION

Background

In 1988, after evaluating potential vendors through a Request For Proposal (RFP) Process, the City entered into an agreement (Resolution 88-0031) with ESRI to provide GIS software for the City.
In 1993 the City approved the purchase of computer hardware (Resolution 93-0571) to both replace and expand the use of the GIS system to meet the City's needs.

In 1994 the ESRI agreement was amended (Resolution 94-0154) to purchase additional GIS software to support departmental automated mapping.

Present Situation

The City's GIS system utilizing ESRI software supports critical public safety operations by providing regular data updates to the Police and Fire dispatch systems and to the Omega public safety analysis systems, Crimeview and Fireview, which are important analytical tools for the assignment of public safety personnel and deployment of public safety resources. Until recently, these systems were fully compatible with the current version of the GIS system.

The Logisys Fire dispatch system has recently been upgraded to a new version which has some minor compatibility issues with the City's current version of the ESRI software. The Police Department's Crimeview analysis system should be upgraded to a new version with enhanced functionality but is dependent upon a newer version of the ESRI software. Bringing the maintenance of the ESRI software current is the most cost effective way to resolve these issues.

FINDINGS

Stockton Municipal Code Section 3.68.070 provides an exception to the competitive bidding process in cases where the City Council has approved findings that support and justify the purchase:

1. Through a Request for Proposal process in 1988, the City entered into an agreement with ESRI to provide GIS mapping licenses.

2. The City's choice of the ESRI software for its GIS systems requires the City to use ESRI maintenance.

3. ESRI owns and maintains the GIS software that is used by the City. ESRI is the only know vendor who provides this service. In addition, the CrimeView, FireView and Logisys fire dispatch applications require and are programmed using ESRI software.

4. The maintenance agreement with ESRI was allowed to expire in 2008 because City staff was able to provide support and maintain the GIS software.
5. Logisys Fire dispatch system has been recently upgraded and the new version has minor incompatibilities with the existing version of the ESRI software; and

6. The Police Department’s Crimeview analysis system’s upgrade requires the newer version of the ESRI software.

7. The most cost-effective way to upgrade the ESRI software is to revive the expired maintenance agreement and bring it up-to-date.

FINANCIAL SUMMARY

The cost of the ESRI maintenance agreement effective August 4, 2008 through August 3, 2012 will be $86,000. Funds for this contract have been appropriated in the Computer Equipment Internal Service Fund, 502-5112-571.20-25.

Respectfully submitted,

Susan Mayer
Chief Financial Officer

SM:lc

APPROVED

Laurie Montes
Deputy City Manager
Resolution No. ____________

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING THE CITY MANAGER TO REVIVE AND BRING UP-TO-DATE THE EXPIRED MAINTENANCE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., IN AN AMOUNT NOT TO EXCEED $86,000, TO PROVIDE MAINTENANCE SERVICES FOR THE CITY OF STOCKTON'S GEOGRAPHIC INFORMATION SYSTEMS MAPPING SOFTWARE (PUR 11-031)

The City of Stockton (City) seeks to enter into a maintenance agreement with Environmental Systems Research Institute, Inc. (ESRI) to provide maintenance services for the City's Geographic Information Systems (GIS) mapping software; and

The City's current maintenance agreement with ESRI for the City's GIS systems expired on August 3, 2008; and

Reviving the expired maintenance agreement at this time will allow the GIS systems to be brought current and upgraded to a new version. This will ensure the ability to continue to provide updates to the Fire Department's (Fire) dispatch system and the Police Department's (Police) crime analysis system; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. Stockton Municipal Code section 3.68.070 provides an exception to the competitive bidding process in cases where the City Council has approved findings that support and justify the purchase:

   a. Through a Request for Proposal process in 1988, the City entered into an agreement with ESRI to provide GIS mapping licenses.

   b. The City's choice of the ESRI software for its GIS systems requires the City to use ESRI maintenance.

   c. Only ESRI provides the needed maintenance support that is compatible with the software used.

City Atty
Review
Date November 8, 2011
d. The maintenance agreement with ESRI was allowed to expire in 2008 because City staff was able to provide support and maintain the GIS software.

e. The Logisys Fire Dispatch system has been recently upgraded and the new version has minor incompatibilities with the existing version of the ESRI software.

f. The Police Department's Crimeview analysis system's upcoming upgrade requires the newer version of the ESRI software, as well.

g. The most cost-effective way to upgrade the ESRI software is to revive the expired maintenance agreement and bring it up-to-date.

2. Based on these findings, the City Council hereby declares that an exception to the competitive bidding process is justified to revive and bring up-to-date the maintenance agreement with ESRI for maintenance services for the City's GIS mapping software, in an amount not to exceed $86,000, a copy of which is attached as Exhibit 1 and incorporated herein by this reference, and to approve future license renewals/additions and maintenance agreements with ESRI for GIS mapping software.

3. The City Manager is authorized to take such other actions as are appropriate to carry out the intent of this Resolution.

PASSED, APPROVED, and ADOPTED November 15, 2011.

ANN JOHNSTON, Mayor
of the City of Stockton

ATTEST:

BONNIE PAIGE
City Clerk of the City of Stockton
CITY OF STOCKTON

Contract Change Order No. 1

MAINTENANCE AGREEMENT CONTRACT FOR MAINTENANCE SERVICES OF CITY'S MAPPING SOFTWARE

Original Contract Price $41,311
CCO No. 1 $86,000
Revised Contract Price $127,311

TO Environmental Systems Research Institute, Inc. (Contractor). You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications of this contract.

ADDITIONAL WORK PERFORMED FOR ABOVE REFERENCED PROJECT

Change order to revive expired contract as set forth in Exhibit A.

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

By reason of this proposed change, 5 days extension of time will be allowed.

Accepted Date ____________________________

________________________________________
(Contractor)

By _____________________________________

Title ___________________________________

Note: This change order is not effective until approved by the City Manager or if under Council approved limits, Department Director.

*Increase
Total cost of change not to exceed $ 86,000

Submitted By ____________________________
Susan Mayer
Project Manager

Reviewed for Construction N/A
(if applicable)

Approval Recommended:

By _____________________________________

Do the changes above have any potential impact on the use of Public Facility Fees and/or other restricted funding sources? (Circle One) YES/NO

If Yes, Budget Officer or designee to verify available funding

Available funding verified ____________________________ Name and Title

Date Approved ____________________________

Dept Head Name and Title

Bob Deis, City Manager

Approved - City Council Resolution No. ____________________________

APPROVED AS TO FORM & CONTENT:

OFFICE OF THE CITY ATTORNEY

_________________________
CITY ATTORNEY

25
SUBJECT: MAINTENANCE QUOTE

DATE: 08/17/2011
TO: Bruce
ORGANIZATION: CITY OF STOCKTON
INFORMATION TECHNOLOGY DEPT
FAX #: 209-937-8897  PHONE #: 209-937-8903

FROM: Michelle Burkholder
FAX #: 909-793-4801  PHONE #: 909-793-2853 Ext. 2816
EMAIL: mburkholder@esri.com

Number of pages transmitted (including this cover sheet): 5

QUOTATION #25475647  DOCUMENT DATE: 08/17/2011

8/17/2011 - MODIFIED MAINTENANCE QUOTE

Please find the attached quotation for your forthcoming software maintenance term. Keeping your maintenance current entitles you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date. For details regarding the maintenance program benefits for your licensing, please visit http://www.esri.com/maintenancebenefits.

Customers who have multiple copies of some Esri products may have the option of supporting some of their licenses with secondary maintenance. Please contact Customer Service to find out more about the availability of secondary maintenance.

For information about Esri Desktop, Developer software, or Web services terms of use, as well as purchase order terms and conditions, please visit http://www.esri.com/legal/licensing/software-license.html.

For details about ECP discounts and waivers for non-profit users please visit http://www.conservationgis.org/grant

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 Option 5.
Date: 08/17/2011
Quotation Number: 25475647

CITY OF STOCKTON
INFORMATION TECHNOLOGY DEPT
CITY HALL
425 N EL DORADO ST
STOCKTON CA 95202-1997
Attn: Bruce
Customer Number: 228
For questions regarding this document, please contact Customer Service at 888-377-4575.

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This quotation is valid for 90 days and is subject to your Esri License Agreement. 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 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 taxes 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.

Issued By: Michelle Burkholder Ext: 2816

To expedite your order, please reference your customer number and this quotation number on your purchase order.
### Quotation

**Quotation Number:** 25475647

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Exhibit A

Quotation
Page 3

Date: 08/17/2011  Quotation Number: 25475647

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Subtotal 81,200.00
Estimated Taxes 4,800.00
Total $86,000.00

DUNS/CEC: 06-313-4175  CAGE: 0AMS3
### Quotation

**Quotation No:** 25475647  
**Customer No:** 228

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BY SIGNING BELOW, YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

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.

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.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or Esri's standard terms and conditions at www.esri.com/legal.

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 are authorizing Esri to issue a software support invoice in the amount of $____________ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

__________________________________  
Signature of Authorized Representative

__ Date __

__________________________________  
Name (Please Print)  

__________________________________  
Title

[BUCKHOLDER]