CITY OF CHARLESTON
West Virginia

Council Member – 12th WARD

Joseph Jenkins
839 Gordon Drive
Charleston, West Virginia 25303
304-575-9202
joseph.jenkins@cityofcharleston.org

Finance Committee, Chair
Parking Committee, Chair
Ordinance and Rules Committee

AGENDA
FINANCE COMMITTEE MEETING
Monday, August 5, 2024
6:30 PM
AV ROOM #308, CITY HALL, CHARLESTON, WV
AVAILIABLE TO VIEW VIA LIVESTREAM AT https://charlestonwv.civicclerk.com/web/home.aspx

I. DISCUSSION:

a. Approval of Previous Minutes 7-15-2024

II. RESOLUTIONS:

a. Resolution No. 997-24 - Authorizing approval of Amendment No. 1 of the FY 2024-2025 Charleston Coliseum and Convention Center Budget.

b. b. Resolution No. 998-24 - Authorizing approval of Amendment No. 1 of the FY 2024—2025 Coal Severance budget.

c. Resolution No. 999-24 - Authorizing approval of Amendment No. 2 of the FY 2024-2025 General Fund Budget.

d. Resolution No. 24-001 - Authorizing the Mayor or City Manager to submit an application to the WV Governor's Highway Safety Program and administer any funds awarded.

e. Resolution No. 24-002 - Authorizing the Mayor or City Manager to purchase 12 open display merchandise coolers from Hooten Equipment Company LLC for the Charleston Coliseum and Convention Center.

f. Resolution No. 24-003 - Authorizing the Mayor or City Manager to renew a three-year municipal enterprise agreement with Environmental Systems Research Institute, Inc for GIS technology and software.

***Meetings may be recorded and broadcast via internet https://charlestonwv.civicclerk.com**

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., JULY 15, 2024
AV ROOM #308, CITY HALL

Joseph Jenkins, Chair, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 p.m., June 15, 2024.

A silent roll was taken by the Clerk and a quorum was established. The following committee members were present:
Joseph Jenkins, Chair
Brent Burton, Vice Chair
Becky Ceperley
Mary Beth Hoover
Larry Moore
Chad Robinson
Shawn Taylor

Absent:

Other Councilmembers present:
Emmett Pepper
Bruce King
Beth Kerns

I. <u>DISCUSSION:</u>

a. <u>Approval of Previous Minutes</u> - Councilmember Burton asked for unanimous consent to dispense with the reading of the minutes for the July 1, 2024 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

a. Resolution No. 990-24 – Authorizing the Mayor or City Manager to purchase an annual renewal of the Charleston Police Department's record management software from Tritech Software Systems for $80,370.73.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is hereby authorized to purchase an annual renewal of the Charleston Police Department's record management software from Tritech Software Systems for $80,370.73.

City Manager Ben Mishoe added that the resolution is for the annual renewal of software for CPD Records.

Councilmember Jenkins confirmed with Police Chief Dempsey that they are satisfied with the software.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 990-24 approved.

b. Resolution No. 991-24 – Authorizing the Mayor or City Manager to purchase two model year 2024 Ford F-550 trucks from Stephens Auto Group, for the Charleston Street Department, at a total cost of $194,886.00 pursuant to a competitive bid process.

   Be it Resolved by the Council of the City of Charleston, West Virginia:

   That the Mayor or City Manager is authorized to purchase two model year 2024 Ford F-550 trucks from Stephens Auto Group, for the Charleston Street Department, at a total of $194,886.00 pursuant to a competitive bid process.

Mishoe added that they received four competitive bids.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 991-24 approved.

c. Resolution No. 992-24 – Authorizing the Mayor or City Manager to purchase one model year 2024 Ford F-250 utility bed crew cab truck from Midstate Automotive, for the Charleston General Services Department at a total cost of $69,855.00 pursuant to a competitive bid process.

   Be it Resolved by the Council of the City of Charleston, West Virginia:

   That the Mayor or City Manager is authorized to purchase one model year 2024 Ford F-250 utility bed crew cab truck from Midstate Automotive, for the Charleston General Services at a total of $69,855.00 pursuant to a competitive bid process.

Mishoe added that they received three competitive bids to replace a very old van used by General Services.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 992-24 approved.

d. Resolution No. 993-24 – Authorizing the Mayor or City Manager to enter into a contract with McClanahan Construction Company, LLC, in an amount not to exceed of $1,042,000.00 for the 2024 Concrete Sidewalk & Accessible Ramp repairs where the contract price was determined through a competitive bidding process.

   Be it Resolved by the Council of the City of Charleston, West Virginia:

   That the Mayor or City Manager is authorized to enter into a contract with McClanahan Construction Company, LLC, in an amount not to exceed of $1,042,000.00 for the 2024 Concrete Sidewalk & Accessible Ramp repairs where the contract price was determined through a competitive bidding process.

Mishoe added that they received three competitive bids for the annual sidewalk and accessible ramp repairs. The vendor has been the low bidder for the past few years.

Councilmember Taylor confirmed with City Engineer Chris Knox that they were satisfied with the company's work.

Councilmember Burton moved to approve the resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 993-24 approved.

e. Resolution No. 994-24 – Authorizing approval of Amendment No. 1 of the FY 2024-2025 General Fund Budget as indicated on the attached list of accounts.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That Amendment No. 1 of the FY 2024-2025 General Fund Budget as indicated on the attached list of accounts is approved.

Finance Director Andy Wood added that the budget amendment will rollover certain balances. This would apply, for example, to equipment purchases that were approved during the previous fiscal year, but were not ready to be purchased for various reasons. It also recognizes the paving budget for streets and sidewalks.

Councilmember Burton moved to approve the resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 994-24 approved.

Councilmember Burton motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 997-24

Introduced in Council: Adopted by Council:

August 5, 2024

Introduced by: Referred to:

Brent Burton Finance

Resolution No. 997-24 - Authorizing approval of Amendment No. 1 of the FY 2024-2025 Charleston Coliseum and Convention Center Budget as indicated on the attached list of accounts.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That Amendment No. 1 of the FY 2024-2025 Charleston Coliseum and Convention Center as indicated on the attached list of accounts is approved.

CCCC Revenue Fund FY 2024-2025 Budget Amendment No. 1 - August 5, 2024

Revenues and Fund Balances

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
402 358 00 0342	CCCC Revenue	Transfers in from Coal Severance	180,000	(80,000)	100,000
402 358 00 0341	CCCC Revenue	Tfrs. in from General Fund - Debt Service	82,000	80,000	162,000
		Net Increase/(Decrease) to Revenues		-	

Expenditures

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
		Net Increase/(Decrease) to Expenditures		-	

Description:

To realign sources of transfer-in revenues with estimated coal severance revenue and General Fund

Resolution No. 998-24

Introduced in Council: Adopted by Council:

August 5, 2024

Introduced by: Referred to:

Brent Burton Finance

Resolution No. 998-24 - Authorizing approval of Amendment No. 1 of the FY 2024—2025 Coal Severance budget as indicated on the attached list of accounts.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That Amendment No. 1 of the FY 2024-2025 Coal Severance budget is approved as indicated on the attached list of accounts.

Coal Severance Fund FY 2024-2025 Budget Amendment No. 1 - August 5, 2024

Revenues and Fund Balances

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
002 298 0	Assigned Fund Balance	Coal Severance Tax - Balance on Hand	30,000	26,155	56,155
		Net Increase/(Decrease) to Revenues		26,155	

Expenditures

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
002 000 00 000 5 566	Transfers	Contributions to Other Funds	180,000	26,155	206,155
		Net Increase/(Decrease) to Expenditures		26,155	

Description:

To recognize coal severance tax receivable to correct the beginning balance for FY 2025

Reportable: To maintain compliance with the budgetary guidelines of the State of West Virginia.

Resolution No. 999-24

Introduced in Council: August 5, 2024

Adopted by Council:

Introduced by: Brent Burton

Referred to: Finance

Resolution No. 999-24 - Authorizing approval of Amendment No. 2 of the FY 2024-2025 General Fund Budget as indicated on the attached list of accounts.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That Amendment No. 2 of the FY 2024-2025 General Fund Budget as indicated on the attached list of accounts is approved.

General Fund FY 2024-2025 Budget Amendment No. 2 - August 5, 2024

Revenues and Fund Balances

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
001 369 13 0000	Transfers from Other Funds	Transfers from Coal Severance Fund	-	106,155	106,155
		Net Increase/(Decrease) to Revenues		106,155	

Expenditures

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
001 699 00 000 5 598	Contingency	Contingency	239,650	26,155	265,805
001 910 01 000 5 566	CCCC	Debt Service Subsidy	82,000	80,000	162,000
		Net Increase/(Decrease) to Expenditures		106,155	

Description:

To transfer coal severance tax revenue to the General Fund after the maturity of CCCC bonds secured by coal severance tax revenue, realign CCCC Debt Service Subsidy to match expected cash flows, and allocate the remainder to the General Fund Contingency account.

Reportable: To maintain compliance with the budgetary guidelines of the State of West Virginia.

Resolution No. 24-001

Introduced in Council: Adopted by Council:

August 5, 2024

Introduced by: Referred to:

Brent Burton Finance

Resolution No. 24-001 - Authorizing the Mayor or City Manager to submit an application to the WV Governor’s Highway Safety Program in the amount of $540,000.00 and administer any primary and supplemental funds awarded. These funds will be used to reimburse enforcement overtime expended by Charleston Police and law enforcement agencies in an eight-county region for activities including DUI, occupant protection, work zone safety, distracted and aggressive driving, equipment and travel/training, as well as partial reimbursement for the coordinator and assistant’s salaries.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to submit an application to the WV Governor’s Highway Safety Program in the amount of $540,000.00 and administer any primary and supplemental funds awarded. These funds will be used to reimburse enforcement overtime expended by Charleston Police and law enforcement agencies in an eight-county region for activities including DUI, occupant protection, work zone safety, distracted and aggressive driving, equipment and travel/training, as well as partial reimbursement for the coordinator and assistant’s salaries.

Resolution No. 24-002

Introduced in Council: Adopted by Council:

August 5, 2024

Introduced by: Referred to:

Brent Burton Finance

Resolution No. 24-002 – Authorizing the Mayor or City Manager to purchase twelve (12) open display merchandise coolers from Hooten Equipment Company LLC in the total amount of $64,416 for the Charleston Coliseum and Convention Center pursuant to a competitive bid process.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to purchase twelve (12) open display merchandise coolers from Hooten Equipment Company LLC in the total amount of $64,416 for the Charleston Coliseum and Convention Center pursuant to a competitive bid process.

General Info

Total:

$64,416.00

Number

2024-25 Charleston Coliseum and Civic Center Open Display Merchandise Coolers

Deadline

05/21/2024 10:00 AM EDT

Vendor

Hooten Equipment Company LLC

Submitted

05/21/2024 08:26 AM EDT

Signed by

Amanda Tyler **Account Holder**
Amanda Tyler

Opened

05/21/2024 10:01 AM EDT **By**
jamie.bowles@cityofcharleston.org

Description

Summary:
The Charleston Coliseum and Civic Center is seeking bids for the purchase of Open Display Merchandise Coolers. The following should be an outline of service components and installation requirements. The completed fire boat should be turn-key, including all vendor provided equipment and materials, and fully operable at delivery per the bid specification.

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

ATTACHMENT LIST

2024-25 Open Display Merchandise Coolers.pdf (122 KB)

INFORMATION FOR BIDDERS-ODMC.pdf (168 KB)

Terms and Conditions.pdf (149 KB)

Purchasing Affidavit.pdf (272 KB)

Drug-Free_Workplace_Affidavit.pdf (78.1 KB)

Local Vendor Purchasing Affidavit - City of Charleston.pdf (137 KB)
OPTIONAL

ADDENDUM ACKNOWLEDGMENT

Click "+" to add addenda. If no addendum, type "N/A."

Addendum Number: *

N/A

Date of Acknowledgment: *

05/21/2024

EXCEPTIONS AND DEVIATIONS

Optional: Vendor is not required to complete.

Bidder shall fully describe every variance, exception and/or deviation. Please include with your bid form. Additional sheets may be used if required.

Enter exceptions and deviations below: *

No bid

BID AND PROPOSAL FORM (1 OF 3)

Amanda S Tyler

required

☑ **I acknowledge that I have read the solicitation carefully and agree to its terms.**

*

BID AND PROPOSAL FORM (2 OF 3)

$64,416.00

Description	Quantity	Unit Price	Extension
Alternates are not included in bid total.			
			Total: $64,416.00

Description	Quantity	Unit Price	Extension
Charleston Coliseum and Civic Center Open Display Merchandise Coolers	12.00	$5,368.00	$64,416.00
			Total: $64,416.00

BID AND PROPOSAL FORM (3 OF 3)

☑ **Local Vendor Preference: - - By checking this box and signing below, I hereby certify and attest I have read the Local Vendor Preference statement found on the "Information for Bidders" document attached to this solicitation.**

*

☑ **Business & Occupation Tax: - - By checking this box and signing below, I hereby certify and attest I have read the Business & Occupation Tax statement found on the "Information for Bidders" document attached to this solicitation.**

*

☑ **Equal Employment Opportunities: - - I acknowledge and agree that, in the performance of any City contract, the vendor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, or national origin.**

*

Authorized Bidder's Signature: *

Amanda S Tyler

Title: *

Controller

Date: *

05/21/2024

Company Name: *

Hooten Equipment Company LLC

Address: *

PO Box 109, Charleston, WV 25321-0109

Telephone Number: *	**Fax Number:**
(304) 346-0521	(304) 346-3421

Email Address: *

mandy@hootenequipmentcompany.com

BID BOND

☑ **Bidder acknowledges that a 5% bid bond is required for submission.**

*

LIST OF STOCKHOLDERS

Provide a list of all stockholders by name and address owning 5% or more of the bidder's current stock must be submitted with the bid. In the case of partnerships or sole proprietorships, those receiving a 5% or more share of the company's net profit must be listed.

If attaching PDF copy of List of Stockholders, type "Attached" in the fields below.

Click "+" to add Stockholders. If none, type "N/A."

Stockholder Name: *

Arden Casto - Sole Proprietor

Stockholder Address: *

6 Culpepper Dr Cross Lanes, WV 25313

VENDOR PROTESTS

In the event that any vendor desires to protest City's selection, such vendor (hereinafter "Protestor") shall submit its protest in writing, which must be received by City within seven (7) calendar days of after City Council approves of the award. Provided that the City Manager reserves the right to extend the time for submission of the protest if he determines it is reasonable under the circumstances.

The written protest must be submitted to the **City Manager's Office, Attention: Benjamin Mishoe 501 Virginia Street East, Room 101; Charleston, WV 25301**.

Only vendors who have submitted a timely and responsive proposal may protest City's selection. No protest may be filed if the RFP is withdrawn or if all proposals received in response to the RFP are rejected.

Protests shall include the following information:

1. The Protestor's name, address, telephone number, and fax number;
2. The solicitation number;
3. A detailed statement of the legal and/ or factual grounds for the protest;
4. Copies of all relevant and supporting documentation, if necessary; and
5. A statement as to the form of resolution or relief sought.

FAILURE TO SUBMIT THIS INFORMATION SHALL BE GROUNDS FOR REJECTION OF THE PROTEST.

The City Manager may refuse to review any protests when the matter involved is the subject of litigation before a court of competent jurisdiction; if the merits have previously been decided by a court of competent jurisdiction; or if it has been decided by the City Manager in a previous protest.

At the time of submitting the written protest, Protestor shall submit a certified check in the amount of one thousand dollars ($1,000.00) or bond equal to five percent (5%) of the price of the selected proposal, whichever is greater. In the event the proposal being protested is for contracted services, an estimated average of the contract value will be determined in order to calculate the five percent (5%) bond value. This bonding requirement is designed to protect against frivolous claims and unnecessary expenditures of public funds and to allow City to offset any and all costs, fees, expenses or damages of any kind whatsoever incurred by City as the result of an unsuccessful protest.

In the event the protest is unsuccessful, the certified check or bond will be used by City to recoup any and all costs, fees, expenses, or damages of any kind whatsoever incurred by City and related in any way to the unsuccessful protest. Costs, fees, expenses, and damages shall include, but shall not be limited to, increased costs of labor, materials or services resulting from any delay, professional fees, including, but not limited to, attorney fees, and all costs, fees or expenses of any kind whatsoever related in any way to the unsuccessful protest. By signing this document, Protestor waives the right to receive any money retained by City as set forth herein. If there are any funds remaining after City has recouped amounts as permitted herein, the remaining funds will be returned to Protestor. In the event Protestor is successful, the full amount of the certified check or bond will be returned to Protestor.

Upon receipt of a timely written protest, City shall provide notice of the protest to vendor selected as the successful bidder (hereinafter "Selected Vendor") and provide Selected Vendor with a copy of the written protest and any documents related thereto. **Selected Vendor will have two (2) business days to file a written response to the protest.** A hearing may be held within five (5) business days of the **date of receipt of the written response to the protest by Selected Vendor**; provided that, City may, in its sole discretion, set the date of the hearing beyond the five (5) day time period specified herein if deemed necessary or convenient to do so by City. If a hearing is held, both Protestor and Selected Vendor will have an opportunity to appear and present evidence and testimony in support of their positions. The hearing will be held before the City Manager or his designee. The department head of the department seeking the RFP and the City Attorney shall be in attendance.

A decision will be made by City within five (5) business days of the hearing. Upon a decision having been made, both Protestor and Selected Vendor will be notified in writing of City's decision.

In the event City's selection is reversed, City will reevaluate all proposals which were originally and timely submitted, in accordance with state and city laws and regulations. During the reevaluation, issues addressed during the protest proceedings may be considered.

Once a written protest is filed, no work will be performed by Selected Vendor until such time as City has rendered a final decision on the protest; provided that, if City, in its sole discretion, determines time is of the essence regarding receipt of the goods or completion of the services to be performed, City may permit Selected Vendor to proceed pursuant to its proposal and any Agreement with City, until/unless the protest is successful.

By submitting a proposal, each vendor agrees that the procedure outlined herein is the exclusive remedy available to challenge/protest the award of a contract to a successful bidder. <u>The decision of the city manager is final and is not appealable</u>. Each vendor further agrees that, in the event any qualified vendor fails to submit a written protest and certified check or bond within the time period specified, that vendor thereby forever waives its right to any further claim, action, or remedy, including, but not limited to, the right to bring an action before any administrative agency or any court of competent jurisdiction.

Vendor Signature: *

Amanda S Tyler

Date: *

05/21/2024

Required Document List

Name	Omission Terms	Submitted File
Cashier's Check, Certified Check, or Paper Bid Bond Please upload a copy of Bidder's Cashier's Check, Certified Check, or Paper Bid Bond. Original, wet-ink document must be received within [XX] days of bid opening.	I am verifying my bid bond electroncally.	CofC Bid Bond.pdf
List of Stockholders Please upload a copy of Bidder's List of Stockholders.	I have no Stockholders or have provided my List of Stockholders in the fillable fields above.	I am not enclosing this document because the omission terms have been met.
Drug-Free Workplace Conformance Affidavit Please upload a signed and notarized copy of Bidder's Drug-Free Workplace Conformance Affidavit.		DRUG FREE WORPLACE AFF.pdf
Additional Upload Space Upload additional documents.	I do not need to upload additional documents.	Local Vendor Aff and Purchasing Aff.pdf
4 Required Documents		

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Hooten Equipment Company, LLC
P.O. Box 109
Charleston, WV 25321

SURETY:
(Name, legal status and principal place of business)
Ohio Farmers Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001
Mailing Address for Notices
as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Charleston
City Manager's Office 501 Virginia Street East Room 101
Charleston, WV 25301

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

2024-25 Charleston Coliseum and Civic Center Open Display Merchandise Coolers

Bid Express :: Solicitations :: 2024-25 Charleston Coliseum and Civic Center Open Display Merchandise Coolers

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of May, 2024.

Amanda [signature]
(Witness)

Hooten Equipment Company, LLC
(Principal) *(Seal)*

By: [signature]
(Title)

Patricia A. Moye
(Witness) Patricia A. Moye

Ohio Farmers Insurance Company
(Surety) *(Seal)*

By: Kimberly J. Wilkinson
(Title)
Kimberly J. Wilkinson, WV Resident Agent, Attorney-in-Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/03/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **4752152 06**

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
GREGORY T. GORDON, KIMBERLY J. WILKINSON, PATRICIA A. MOYE, JEREMY B. STANLEY, TERRI L. DODRILL, JOINTLY OR SEVERALLY

of **CHARLESTON** and State of **WV** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.** -.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.
and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **03rd** day of **OCTOBER** A.D., **2022** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY SEAL — WESTFIELD NATIONAL INSURANCE CO. SEAL — OHIO FARMERS INSURANCE COMPANY CHARTERED 1848

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Gary W Stumper
Gary W. Stumper, *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **03rd** day of **OCTOBER** A.D., **2022** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

NOTARIAL SEAL STATE OF OHIO

David A Kotnik

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 21st day of May A.D., 2024 .

WESTFIELD INSURANCE COMPANY SEAL — WESTFIELD NATIONAL INSURANCE CO. SEAL — OHIO FARMERS INSURANCE COMPANY CHARTERED 1848

Frank A Carrino Secretary

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (03-22)

State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
***West Virginia Code* §21-1D-5**

I, Arden Casto, after being first duly sworn, depose and state as follows:

1. I am an employee of Hooten Equipment Company LLC; and,
(Company Name)

2. I do hereby attest that Hooten Equipment Company LLC
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with ***West Virginia Code*** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: Arden Casto

Signature: [signature]

Title: President

Company Name: Hooten Equipment Company LLC

Date: 5/16/24

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 16 day of May, 2024.

By Commission expires June 27, 2027

(Seal)

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
AMANDA S TYLER
1819 Devondale Cir, Charleston, WV 25314
My Commission Expires June 27, 2027

[signature]
(Notary Public)

Rev. July 7, 2017

CITY OF CHARLESTON, WEST VIRGINIA

PURCHASING AFFIDAVIT

(for use by Local Vendors)

Pursuant to § 2-480 of the Charleston Municipal Code, a Local Vendor may qualify for a competitive advantage applied to its bid when certain conditions are satisfied. One condition requires the vendor to submit this affidavit confirming that: **(1)** the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and **(2)** the vendor must state that it has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the bid opening.

AFFIRMATION

By singing this form, the vendor's authorized signer AFFIRMS and ACKNOWLEDGES under the penalty of law for false swearing (W. Va. Code § 61-5-3) the following:

1. **The authorized signer is at least eighteen (18) years of age, competent to testify and has personal knowledge of the facts set forth herein;**
2. **The authorized signer is authorized to make this oath on behalf of the vendor;**
3. **The authorized signer has reviewed the books and records of the vendor, with respect to all applicable business tax accounts with the City of Charleston;**
4. **The vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City; and**
5. **The vendor has had an active and current Business & Occupation tax account with the Office of the City Collector during the entire one-year period prior to the scheduled bid opening for the procurement listed below.**

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Hooten Equipment Company LLC

Authorized Signature: ______ Date: 5/16/24

Arden Casto - President
(Printed Name and Title)

State of West Virginia

County of Kanawha, to wit:

Taken, subscripted, and sworn before me this 16 day of May, 2024.

[SEAL] OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
AMANDA S TYLER
1819 Devondale Cir, Charleston, WV 25314
My Commission Expires June 27, 2027

Notary Public

My Commission expires ______, 2024

****

Name of Procurement: ______ Bid Opening Date: 5-21-2024

CITY OF CHARLESTON PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE OR POLITICAL SUBDIVISION:
West Virginia Code § 5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars ($1,000) in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:
If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that is has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contracts may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in a timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:
In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for a price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, the West Virginia Insurance Commission or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or

spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:
The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.

Under penalty of law for false swearing (**West Virginia Code § 61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Hooten Equipment Company LLC

Authorized Signature: [signature] Date: 5/16/24

State of West Virginia

County of Kanawha, to wit:

Taken, subscripted, and sworn before me this 16 day of May, 2024.

[SEAL]

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
AMANDA S TYLER
1819 Devondale Cir, Charleston, WV 25314
My Commission Expires June 27, 2027

[signature]
Notary Public

My Commission expires June 27, 2027.

Resolution No. 24-003

Introduced in Council: Adopted by Council:

July 15, 2024

Introduced by: Referred to:

Brent Burton Finance

Resolution No. 24-003 - Authorizing the Mayor or City Manager to renew a three-year municipal enterprise agreement with Environmental Systems Research Institute, Inc for GIS technology and software at a non-escalating annual cost of $40,900 and a three-year total of $122,700.00.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is hereby authorized to renew a three-year municipal enterprise agreement with Environmental Systems Research Institute, Inc for GIS technology and software at a non-escalating annual cost of $40,900 and a three-year total of $122,700.00.

INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **$5,000 or more**. A minimum of **3** quotes is required for this form.

CITY OF CHARLESTON

Purchase Request

Date: July 29th, 2024

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: ESRI GIS Software Renewal

Purchase justification: We use ESRI software for multiple GIS applications that ere used by many of the City Departments. Heavy users are the Planning, Engineering, Traffic Parking and Transportation, Public Works, Building Commission, Collector's Office Depts

If approved, the total purchase price will be: $122,700.00 over 3 yrs - $40,900.00/yr

(Check One)

☐ The price is less than the $25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the $25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).

☑ The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

I have contacted the following responsible vendors and have attached their written quotes for the requested item(s): (Minimum of 3 Quotes Required)

1. ________________________________ Price Quote: $________________

2. ________________________________ Price Quote: $________________

3. ________________________________ Price Quote: $________________

4. ________________________________ Price Quote: $________________

5. ________________________________ Price Quote: $________________

The apparent low-bid vendor *meeting specifications* is: ________________________________

AND

☐ The low-bid vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records, and I recommend authorizing the purchase through the low-bid vendor.

OR

☐ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with ____________________________ because:

____

____

Additionally, the recommended vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records.

<u>ITEM A</u> (For Sole Source Procurements ONLY)

Explain what is unique about this vendor/brand and why your department must purchase this product:

ESRI does not have resellers and all of our GIS data and applications are built and managed in the ESRI platform

____

____

Identify at least 1 independent third party who has verified the vendor is a sole source for the item(s) requested to be purchased, and submit his/her written opinion regarding the vendor's sole source status:

(*Name & Phone Number*)____________________________________

2

REQUESTOR'S DECLARATION

I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

I also declare that I have no personal or business relationship with the listed vendor(s) that would be considered a conflict of interest, except as follows:

(List Actual, Potential, or Perceived Conflicts of Interest) ____

____

Request Submitted By: Adam Cottrell__________________ Department: Information Systems________________

Is this purchase being paid with grant funds? ☐ Yes ☑ No

****

Funds Approval: ___________________________ Date: _______________
Authorized Financial Officer

Account Number: ____

City Manager Approval: ________________________________ Date:______________________

July 9, 2024

Mr. Adam Cottrell
City of Charleston
501 Virginia St E
Charleston, WV 25301-2137

Dear Adam,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

380 New York Street
Redlands, California 92373-8100 USA
909.793.2853
info@esri.com
esri.com

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jessie White

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

Quotation # Q-526214

Date: July 9, 2024

Customer # 150870 Contract #

City of Charleston
Information Systems Department
501 Virginia St E
Charleston, WV 25301-2137

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 7/9/2024 To: 10/7/2024

ATTENTION: Adam Cottrell
PHONE: +1 (304) 348-8048 x210
EMAIL: adam.cottrell@cityofcharleston.org

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	$40,900.00	$40,900.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 2	$40,900.00	$40,900.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 3	$40,900.00	$40,900.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$122,700.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$122,700.00

Upon acceptance of the offer, City of Charleston agrees to commit to the three-year term. Esri will invoice City of Charleston for the annual fee in advance of each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

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:	**Email:**	**Phone:**
Jessie White	jwhite@esri.com	(909) 793-2853 x7945

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.

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

Esri Use Only:
Cust. Name ______________
Cust. # ______________
PO # ______________
Esri Agreement # ___________

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
100 ArcGIS Online Viewers
100 ArcGIS Online Creators
17,500 ArcGIS Online Service Credits
100 ArcGIS Enterprise Creators
3 ArcGIS Insights in ArcGIS Enterprise
3 ArcGIS Insights in ArcGIS Online
10 ArcGIS Location Sharing User Type Extension (Enterprise)
10 ArcGIS Location Sharing User Type Extension (Online)
9 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**3**
Number of Tier 1 Help Desk individuals authorized to call Esri	**3**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

____
(Customer)

By: ______________________________________
Authorized Signature

Printed Name: ______________________________

Title: ______________________________________

Date: ______________________________________

CUSTOMER CONTACT INFORMATION

Contact: __________________________________

Address: __________________________________

City, State, Postal Code: ______________________

Country: __________________________________

Quotation Number (if applicable): _______________

Telephone: __________________________________

Fax: ______________________________________

E-mail: ____________________________________

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 **Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 **Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 **No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 **Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 **Termination for Lack of Funds.** For an Agreement with government or governmentowned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. 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 Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus 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. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.