



Commissioners,

Before you is an agreement with the City of Brookings, Brookings Municipal Utilities, and Brookings County for Esri software and service licensing.

This 3-year agreement is a cooperative agreement between the entities to share resources and benefits from the Esri Small Municipal and County Government Enterprise Agreement that was approved on December 2, 2025 (Agr. 25-90). This will be the third renewal of this agreement.

There have been updates to the licensing entitlements and the pricing, but the document remains largely the same as it has in the past. The State's Attorney office has reviewed the agreement with the updates and has approved of the agreement.

Thank you,

Shawn Plowman
IT Administrator

ENTERPRISE SOFTWARE COST SHARE AGREEMENT

This Agreement is entered into as of the _____ day of _____, 20____, by and between Brookings County ("County"), the City of Brookings ("City"), and Brookings Municipal Utilities ("BMU").

Subject to the terms and conditions of this Agreement, the County, the City, and BMU engage each other as partners to acquire Esri software, services, and licenses.

DUTIES: The County shall enter into a Small Enterprise Agreement – County and Municipal Government with Esri. The County, City, and BMU shall each be responsible to pay a share of the cost of that Small Enterprise Agreement. The City and BMU shall accept and pay Brookings County invoices for their respective share as set forth herein. The County may invoice the City and/or BMU in advance of when payment is due to Esri. The City and BMU shall report to Brookings County Commission Department Director Stacy Steffensen or designee in connection with performing the duties of this agreement. The County, City, and BMU shall each identify one or more representatives to a GIS Team that shall meet not less than twice a calendar year. The GIS Team shall be responsible for monitoring and evaluating usage of any limited quantities/resources/licenses provided under the agreement with Esri, resolving issues that may arise from use, and proposing any data-sharing agreements among the County, City, and BMU.

TERM: The term of this agreement shall commence upon execution of this Cost Share Agreement and shall continue through the term of the Small Enterprise Agreement. This Cost Share Agreement may only be extended thereafter by mutual written agreement.

PAYMENT PLAN: The total amount for the Small Enterprise Agreement is \$48,400 per year for three years. The City agrees to pay one-third of the total annual cost, which is \$16,133.33 for each year of this three-year agreement. BMU agrees to pay \$16,133.33 for each year of this three-year agreement. The County agrees to pay the balance of \$16,133.34. Any overage expense shall be borne by the entity that incurs it.

ENTITLEMENTS: Through this agreement each entity is entitled to 6 ArcGIS Online Contributor Users, 6 ArcGIS Enterprise Contributor Users, 41 ArcGIS Online Mobile Worker Users, 41 ArcGIS Enterprise Mobile Worker Users, 41 ArcGIS Online Creator Users, 41 ArcGIS Enterprise Creator Users, 10 ArcGIS Online Professional Users, 10 ArcGIS Enterprise Professional Users, 10 ArcGIS Online Professional Plus Users, 10 ArcGIS Enterprise Professional Plus Users, 10 ArcGIS Pro Online Creators or Professional Users, 10 ArcGIS Location Sharing for ArcGIS Online, 10 ArcGIS Location Sharing for ArcGIS Enterprise, 25,000 ArcGIS Online Service Credits, 6 ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise, one (1) Esri User Conference registration provided annually, and one (1) Tier 1 Help Desk individual authorized to call Esri. If an entity utilizes limited-quantity products beyond the listed entitlements, they will not incur additional charges until the total number of licenses or credits allocated under the Enterprise Agreement is fully utilized. When total usage exceeds the available entitlements, any overage charges will be billed proportionally among the entities that exceeded their individual entitlements to be calculated annually. Each entity's share of the overage cost will be calculated based on the percentage of its excess usage relative to the total excess usage across all entities. Resources that are limited but not specifically designated above will be available at the discretion of the GIS Team.

Each entity is entitled to access any uncapped resources available through the Enterprise Agreement.

If an entity requests additional products pursuant to the Esri agreement, the County will invoice that entity for all related costs. All entitlements associated with additional products are licensed to that entity for the duration of that agreement.

MISCELLANEOUS: Any party to this Cost Share Agreement that fails or neglects to enforce any of its rights under this agreement will not be deemed to have waived any of its rights. This agreement may only be amended by mutual written agreement of the parties.

Chairperson, Brookings County Commission

Date

City of Brookings

Date

Brookings Municipal Utilities

Date