

CONTRACT MA-080-22010603

FOR AN

ESRI ENTERPRISE AGREEMENT (EA)

BETWEEN

OC PUBLIC WORKS

AND

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.



**CONTRACT MA-080-22010603
WITH
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
FOR AN
ESRI ENTERPRISE AGREEMENT (EA)**

THIS CONTRACT MA-080-22010603 for an Environmental Systems Research Institute, Inc., (ESRI) Enterprise Agreement (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (“County”) and Environmental Systems Research Institute, Inc. (ESRI), with a place of business at 380 New York Street, Redlands CA 92373 (“Contractor”), with a County and Contractor sometimes referred to as “Party” or collectively as “Parties.”

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference in this Contract:

Attachment 1 - ESRI Enterprise Agreement Number: 00303212.0 (including all appendices and attachments thereto)

Attachment 2 – Master Agreement Products and Services Agreement Number Agreement No. 00303599.0

RECITALS

WHEREAS, Contractor and County are entering into this Contract for an ESRI Enterprise Agreement (EA) under a firm fixed fee Contract; and,

WHEREAS, the Contractors Enterprise Agreement Number: 00303212.0 is attached hereto as Attachment 1 and incorporated herein as if fully set forth, and;

WHEREAS, Contractor has specifically agreed to provide ESRI Products and Services per Appendix A: “Products and Deployment Schedule”, attached hereto and incorporated herein as if fully set forth; and,

WHEREAS, County will compensate the Contractor per their Enterprise Agreement; Appendix B - “EA Fee Schedule” attached hereto and incorporated herein as if fully set forth,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Service or Commodity Description with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLESGeneral Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Officer or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Payment:** Payment shall be made annually and in advance as specified in Appendix B, EA Fee Schedule. As needed services not included in the EA Fees shall be billed in arrears as specified in Appendix F after satisfactory acceptance.
- G. **Warranty:** See Attached Enterprise Agreement: 00303212.0.
- H. **Patent/Copyright Materials/Proprietary Infringement:** See attached Enterprise Agreement No. 00303212.0
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the

express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Reserved.
- O. **Insurance Requirements:** Reserved.
- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership:**
Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.
- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Reserved.

- T. **Compliance with Laws:** Contractor warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all applicable standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County.
- U. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provisions hereof is validly asserted as a defense, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Except as provided in Section H. Patent/Copyright Materials/Proprietary Infringement, Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, in the performance provided by Contractor pursuant to this Contract while on County premises. If judgment is entered against Contractor and

County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection and agrees to comply with Contractor's policies with respect to the protection of sensitive or confidential information.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

The audit right in this Section AA. Does not extend to Contractor's general and administrative overhead and profit percentages.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty, in accordance with Section 7.4 Termination for Non-Appropriation of Funds or Lack of Funds in Enterprise Agreement Number: 00303212.0.

- CC. **Expenditure Limit:** Reserved.

Additional Terms and Conditions:

Amendment No. 1: Update Scope of Work

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which Contractor will provide their products and services as set forth in ESRI Enterprise Agreement (EA) Number: 00303212.0 ~~as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A"~~ by reference as "Attachment 1" to Contract MA-080-22010603.

2. **Term of Contract:** The initial term of this Contract shall become effective on January 1, 2022 and shall continue for one (1) forty-five month term, unless otherwise terminated in accordance with Article 7 – Term, Termination, or Expiration in Enterprise Agreement Number: 00303212.0.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1) additional year term in accordance with Appendix B – EA Fee Schedule. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the work will be authorized without prior written approval of the County assigned DPA.
5. **Breach of Contract:** See Article 7 – Term, Termination, and Expiration in Enterprise Agreement No. 00303212.0.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose, however, this does not restrict Contractor from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.
9. **Contractor’s Project Manager and Key Personnel:** Reserved.
10. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
11. **Conditions Affecting Work:** The Contractor shall be responsible for taking commercially reasonable steps to ascertain the nature and location of the professional services work to be performed under this Contract and to know the general conditions which can affect the professional services work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the professional services work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior

to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

12. **Cooperative Agreement:** Reserved.
13. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
14. **Default – Reprocurement Costs:** Reserved.
15. **Disputes – Contract:** The parties shall deal in good faith and attempt to resolve potential disputes informally. Except as provided in Enterprise Agreement No. 00303212.0, if the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Contracts and Legal Services Department and the County’s Project Manager, as specified in Article 20. “Notices,” such matter shall be brought to the attention of the County DPA by way of the following process:
 - a. The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - b. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause as stated in Article K herein.
16. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

- b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- 1. The Contractor has made false certification, or
- 2. The Contractor violates the certification by failing to carry out the requirements as noted above.

17. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subarticle B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

18. **Errors and Omissions:** Contractor will use commercially reasonable efforts when preparing and submitting reports, files and other documents and shall endeavor to have all such files, reports, and documents completed prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor and County shall ask Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor and County shall ask for correction.

19. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

20. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

21. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such

other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Environmental Systems Research Institute, Inc.
(legal notices) Attn: Director, Contracts and Legal Services
380 New York St.
Redlands, CA 92373-8100
Phone: 909.793.2853
Email: LegalNotices@esri.com

Contractor: (Questions regarding quotation, purchase orders, invoicing)
Environmental Systems Research Institute, Inc.
Attn: Customer Service
380 New York Street
Redlands, CA 92373-8100
Phone: 888-377-4575
Fax: 909-307-3083
Email: service@esri.com

County's Project Manager: OC Public Works/GIS Unit
Attn: Cameron Smith
601 North Ross Street
Santa Ana, CA 92701
Phone: 714-955-0168
Email: Cameron.Smith@ocpw.ocgov.com

cc: OC Public Works/Procurement Services
Attn: Carlos Corona, County DPA
601 North Ross Street
Santa Ana, CA 92701
Phone: 714-667-9694
Email: Carlos.Corona@ocpw.ocgov.com

22. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
23. **Termination – Orderly:** Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract. In addition, each party will assist the other party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.
24. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to comply with Appendix A – Products and Deployment Schedule and Appendix B – EA Fee Schedule, regardless of quantity requested.
25. **Usage Reports:** See Enterprise Agreement No. 00303212.0.

26. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County’s project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

**ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. ***

Signature	Name	Title	Date
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Signature	Name	Title	Date
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COUNTY OF ORANGE, A political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
		Deputy Purchasing Agent	

APPROVED AS TO FORM:
County Counsel

By: _____
Deputy

Name: _____

Date: _____

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the

individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

**ATTACHMENT 1
ESRI ENTERPRISE AGREEMENT NUMBER: 00303212.0
(See Separate Attachment)**

**ATTACHMENT 2
MASTER AGREEMENT PRODUCTS AND SERVICES AGREEMENT NUMBER
AGREEMENT NO. 00303599.0
(See Separate Attachment)**

Amendment No. 1: Amend Appendix A in Attachment 1

Table A-2
EA Products—Capped Quantities

Item	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
ArcGIS Data Interoperability Desktop Extension (Concurrent Use)	2	1	3
ArcGIS Image Analyst (Concurrent Use)	--	3	3
ArcGIS Aviation Airports (Single Use)	2	--	2
ArcGIS CityEngine (Concurrent Use)	1	--	1
ArcGIS GeoAnalytics Server	2	--	2
ArcGIS Notebook Server Advanced	--	1	1
ArcGIS GeoAnalytics Server Staging	--	2	2
ArcGIS Notebook Server Advanced Staging	--	1	1
ArcGIS Community Analyst Web App Online (Term)	--	10	10
ArcGIS Drone2Map for ArcGIS Online (Term)	--	3	3
Navigator for ArcGIS Online (Term)	--	100	100
ArcGIS Image for ArcGIS Online (Term)	--	3	3
ArcGIS GeoBIM (Term)	--	5	5
ArcGIS Parcel Fabric User Type Extension for ArcGIS Enterprise (Term)	--	10	10
ArcGIS Utility Network Service User Type Extension for ArcGIS Enterprise (Term)	--	5	5
ArcGIS Insights in ArcGIS Enterprise (Term)	--	20	20
ArcGIS Developer Enterprise Subscription	--	2	2
ArcGIS Insights in ArcGIS Online (Term Licenses)	--	30	30
ArcGIS Velocity US Region Standard (Annual Subscription)	--	1	1
ArcGIS Knowledge – (Term Licenses)	--	3	3
ArcGIS Indoors IPS	--	1	1
ArcGIS Indoors Maps	--	1	1
ArcGIS Indoors Spaces	--	1	1

Product	Number of Subscriptions	Total Named Users	Total Annual Credits
ArcGIS Online Subscription	10	250 Viewer 300 Field Worker 700 Creator	412,500
ArcGIS Online Subscription - Registrar of Voters *	1	200 Field Worker	N/A
ArcGIS Online Creator Surge Licensing	--	15 Creator	7,500

* One (1) month blocks (do not have to be consecutive) to support individual elections and not to exceed five (5) months each EA Year.

Product	User Types
ArcGIS Enterprise (Term)	500 Field Worker 300 Creator

Amendment No. 2: Amend Appendix A in Attachment 1

Table A-2
EA Products—Capped Quantities

Item	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
ArcGIS Data Interoperability Desktop Extension (Concurrent Use)	2	1	3
ArcGIS Image Analyst (Concurrent Use)	--	3	3
ArcGIS Aviation Airports (Single Use)	2	--	2
ArcGIS CityEngine (Concurrent Use)	1	--	1
ArcGIS GeoAnalytics Server	2	--	2
ArcGIS Notebook Server Advanced	--	1	1
ArcGIS GeoAnalytics Server Staging	--	2	2
ArcGIS Notebook Server Advanced Staging	--	1	1
ArcGIS Community Analyst Web App Online (Term)	--	10	10
ArcGIS Drone2Map for ArcGIS Online (Term)	--	3	3
Navigator for ArcGIS Online (Term)	--	100	100
ArcGIS Image for ArcGIS Online (Term)	--	3	3
ArcGIS GeoBIM (Term)	--	5	5
ArcGIS Parcel Fabric User Type Extension for ArcGIS Enterprise (Term)	--	10	10
ArcGIS Utility Network Service User Type Extension for ArcGIS Enterprise (Term)	--	5	5
ArcGIS Insights in ArcGIS Enterprise (Term)	--	20	20
ArcGIS Developer Enterprise Subscription	--	2	2
ArcGIS Insights in ArcGIS Online (Term Licenses)	--	30	30
ArcGIS Velocity US Region Standard (Annual Subscription)	--	1	1
ArcGIS Knowledge – (Term Licenses)	--	3	3
ArcGIS Indoors IPS	--	1	1
ArcGIS Indoors Maps	--	1	1
ArcGIS Indoors Spaces	--	1	1
Product	Number of Subscriptions	Total Named Users	Total Annual Credits
ArcGIS Online Subscription^	11	250 Viewer 300 Field Worker 700 Creator	412,500
ArcGIS Online Subscription - Registrar of Voters *	1	200 Field Worker	N/A
ArcGIS Online Creator Surge Licensing	--	15 Creator	7,500

* One (1) month blocks (do not have to be consecutive) to support individual elections and not to exceed five (5) months each EA Year.

^ Modified by Amendment 3

Product	User Types
ArcGIS Enterprise (Term)	500 Field Worker 300 Creator

Amendment No. 2: Add Attachment 3 to contract:

**Attachment 3 – Esri Q-508465
(See separate attachment)**