

Contract MA-080-16010892
ESRI License Agreement

This Contract: MA 080-16010892, to provide an Environmental Systems Research Institute, Inc., (ESRI) Enterprise License Agreement hereinafter referred to as "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; hereinafter referred to as "County," and Environmental Systems Research Institute, Inc. (ESRI) with a place of business at 380 New York Street, Redlands CA 92373; hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively as "Parties."

ATTACHMENTS

This Contract is comprised of this document and the following Attachments and Appendices, which are incorporated by reference into this Contract:

ESRI Enterprise Agreement Number: 2015ELA4747

ESRI Enterprise Agreement Number: 2015ELA4747: Appendix A - Product and Deployment Schedule

ESRI Enterprise Agreement Number: 2015ELA4747: Appendix B - ELA Fee Schedule

ESRI Enterprise Agreement Number: 2015ELA4747: Appendix C - County Annual Deployment Report

ESRI Enterprise Agreement Number: 2015ELA4747: Appendix D - ELA Points of Contact

ESRI Enterprise Agreement Number: 2015ELA4747: Appendix E - Tier 1 Help Desk Authorized Individuals

RECITALS

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

WHEREAS, the Contractors Enterprise Agreement Number: 2015ELA4747 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,

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

CONTRACT SPECIFIC TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract, including the following terms and conditions, Contractor's Enterprise Agreement Number: 2015ELA4747, and its terms, conditions and appendices, specifies the contractual terms and conditions by which the Contractor will provide their products and services.

Amendment 4

2. **Contract Term:** The term of this Contract shall become effective on January 1, 2016⁹ or upon execution of all necessary signatures and approval by the Orange County Board of Supervisors, whichever occurs later, and shall continue for one (1) three-year term, ~~renewable upon mutual consent for a one year or two year renewal period, with the possibility of new negotiated fees and terms covering the renewal period,~~ unless otherwise terminated by County pursuant to section 13 Fiscal Appropriations or section J Termination. The County is not obligated to give a reason if it elects not to renew. Renewal amendments will require County Board of Supervisors approval.
3. **Payment:** Shall be made annually and in advance, as specified in ESRI Enterprise Agreement Number: 2015ELA4747, Appendix B - EA Fee Schedule.

Amendment 4

- ~~4. **Conflict of Interest:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the County.~~
5. **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 agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.
6. **Breach of Contract:** The failure of the contractor to comply with any of the provisions, covenants or conditions of this contract shall be a material breach of this contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this contract:
 1. Afford the contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this contract within which to cure the breach;
 2. Discontinue payment to the contractor for and during the period in which the contractor is in breach; and
 3. Offset against any monies billed by the contractor but yet unpaid by the County those monies disallowed pursuant to the above.
7. **Contract Disputes:** parties shall deal in good faith and attempt to resolve potential disputes informally. 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 project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 1. The contractor shall submit to the agency/department assigned buyer 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.

2. 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 Purchasing Agent 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. The County's final decision shall be conclusive and binding regarding the dispute unless the contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.

8. **Publication:** No copies of sketches, written documents, computer based data, photographs, maps or graphs including graphic art work, resulting from performance or prepared in connection with this Contract are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency without prior written approval by the County except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
9. **Equal Employment Opportunity:** Equal Employment Opportunity - Contractor shall comply with U.S. Executive Order 11426 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 either or both may now exist or be hereinafter amended. Employer must not discriminate against employee or applicant for employment, on the basis or race, color, national origin, or ancestry, religion, sex, marital status, political affiliation, physical or mental condition.

Handicapped individuals - Contractor agrees to comply with the provisions of section 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 DHHS effective June 3, 1997 and found in the Federal Register, Volume #42 No. 68, dated May 4, 1997, as all may now exist or be in the future amended.

Americans with Disabilities (ADA) – Contractor agrees to comply with applicable provisions of Title 1 of Americans with Disabilities Act enacted in 1990.

10. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment Orders and Notice of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
11. **All Specification Changes to be issued in Writing:** All changes in specifications and/or Price Document requirements will be issued in writing. The County of Orange is not responsible for any oral instruction.

12. **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 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.
13. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
14. **Orderly Termination:** 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 execution 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.
15. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored for a period of three years after final payment is received from the County.
16. **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 16 does not extend to Contractor's general and administrative overhead and profit percentages.

17. **Notices:** Any and all notices, requests, demands or other communications contemplated, called for, permitted or required to be given hereunder shall be in writing, except through the course of the parties' Project Managers' routine exchange of information and cooperation during the term of the work and services. Any written communication 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 calendar days after being mailed (the date of mailing shall count as the first day), whichever occurs first, by United States certified or registered mail, return receipt requested, postage prepaid. All communication shall be addressed to the appropriate party at the following address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid;

For Contractor: Environmental Systems Research Institute, Inc.
(Legal notice) Attn: Manager, Contracts and Legal Services
380 New York Street
Redlands, CA 92373-8100
Phone: 909-793-2853

For Contractor: (Questions regarding quotations, 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

For County: County of Orange/OC Public Works
Attn: GIS Unit
300 N. Flower St.
Santa Ana, CA 92703

Cc: For County: OC Public Works/Procurement
Attn: **Helen Hernandez**, **Michael Macias** Deputy Purchasing Agent
300 N. Flower St. 8th Floor
Santa Ana, CA 92703
Phone: (714) 667-9626
E-mail: helen.hernandez@ocpw.ocgov.com Michael.Macias@ocpw.ocgov.com

18. **Patent/Copyright Materials/Proprietary Infringement:** See Attached Enterprise Agreement:
2015ELA4747

General 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 trial 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 Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- 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. Overshipments and undershipments 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:** Shall be made annually and in advance as specified in Appendix B, EA Fee Schedule.
- G. Warranty:** See Attached Enterprise Agreement: 2015ELA4747.
- H. Assignment or Sub-Contracting:** 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 or subContracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-Contract 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.
- I. 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 all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- J. Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause, unless otherwise specified. Cause shall be

defined as any 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.

- K. 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.
- L. 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.
- M. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "CC" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto..
- N. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

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- ~~**O. 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, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.~~
- P. 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.
- Q. Compliance with Laws:** Contractor warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with applicable all 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.
- R. Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- S. Pricing:** Contract bid price per Appendix B, EA Fee Schedule.
- T. Intentionally left blank**
- U. Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

- V. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- W. **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.
- X. **Calendar Days:** Any reference to the word “day” or “days” herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- Y. **Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each party shall bear its own attorney’s fees, costs and expenses.
- Z. **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 has 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.
- AA. **Authority:** The parties to this Contract warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- BB. **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.
- CC. **Indemnification:** Except as provided in Section 18 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, to the extent arising from or related to injury, death 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.

DD. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: 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. County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract. In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County. The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing 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 in the performance of their duties.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date preceding the signature.

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

* (Pursuant to California Corporations Code Section 313, the signatures of two corporate officials are required to bind the corporation, one from each of the following two groups: 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 of any Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

COUNTY OF ORANGE
a political subdivision of the state of California

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

Signature

By _____
Deputy

Print Name

Date _____

Title

Date



**ATTACHMENT 1
ENTERPRISE AGREEMENT
(E512G 06/26/2015)**

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**ESRI Agreement No. 2015ELA4747
(E512GM 06/26/2015)**

This Enterprise Agreement, including the documents listed below (collectively, "Agreement" or "EA"), is between County of Orange ("County"), with an office located at 300 N. Flower Street, Ste. 838, Santa Ana, California 92703, and **Environmental Systems Research Institute, Inc. ("Esri")**, with an effective date identified in Article 2 Contract Term found in County contract number MA 080-16010892 ("Effective Date"). This Agreement provides for the licensing and Deployment of certain Esri Software, delivery of EA Maintenance, and provision of Esri User Conference registrations and any additional services as specified herein.

This Agreement is composed of the following documents, which are incorporated herein by reference:

1. Enterprise License Terms and Conditions, E512GM, including
 - Appendix A—Products and Deployment Schedule
 - Appendix B—EA Fee Schedule
 - Appendix C—County Annual Deployment Report
 - Appendix D—EA Points of Contact
 - Appendix E—Tier 1 Help Desk Authorized Individuals

2. License Agreement, 2015MLA4747 including the following:
 - General License Terms and Conditions, E204
 - Esri Exhibit 1, Scope of Use, E300

Note: Licensee is defined on the following page.

The parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein. This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter. Any modifications or amendments to this Agreement must be in writing and signed by an authorized representative of each party.

ENTERPRISE LICENSE TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

All definitions in other parts of the EA will have the same meaning in this Enterprise License Terms and Conditions. In addition, the following definitions apply to the EA:

- "Deploy," "Deployment," or "Deployed" means to redistribute, or the redistribution of, the EA Products (and their related keycodes/registration files), or their having been redistributed, by County during the term of this EA for installation and use by Licensee.
- "EA Fee(s)" means the fee set forth in Appendix B—EA Fee Schedule.
- "EA Maintenance" means Tier 2 Support, updates, and patches provided by Esri for EA Products and Rolled-In Software.

- "EA Products" means the Products identified in Tables A-1 and A-2 of Appendix A—Products and Deployment Schedule. EA Products do not include unit-priced Item(s) or Esri technology that may be embedded in third-party products purchased by Licensee.
- "Effective Date" means the date the Agreement commences and the start date for all licenses, regardless of when an Ordering Document is provided by Licensee.
- "Incident(s)" means a failure of Products to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "License Agreement" means Esri contract number 2015MLA4747.
- "Licensee" means County. For avoidance of doubt, the definition of Licensee will not include consultants or contractors. Licensees must not include persons or entities ineligible to receive or have access to Esri products or services by operation of law, including US export control laws, decrees, orders, rules, regulations, policies, riders, conditions, or provisos.
- "Rolled-In Software" means Products of the same type as EA Products that Licensee acquired for use prior to the Effective Date, that are current on paid maintenance (as shown in Esri's customer service records), and that receive EA Maintenance during the term of the EA.
- "Technical Support" means a process to attempt to resolve reported Incidents through error correction, patches, hot fixes, and workarounds; replacement deliveries; or any other type of Product corrections or modifications specified in the most current applicable Esri US Software Maintenance Program.
- "Tier 1 Help Desk" means County's point of contact from which all Tier 1 Support will be given to Licensee.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in the attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when an Incident cannot be resolved through Tier 1 Support.

ARTICLE 2—GRANT OF LICENSE

2.1 Grant of License. Licensee's use of the EA Products is subject to the License Agreement and any additional terms set forth in this Article 2 and in Article 3 below. Rolled-In Software will be licensed in accordance with the License Agreement.

2.2 Beta License. Beta licenses are not available under this EA as EA Products. If a beta license is requested and provided, it will be licensed separately and individually under the terms of the License Agreement (see Beta License in Section 3.2 of the General License Terms and Conditions—E204) only. No other benefits, grants, or rights provided in this EA shall apply or be provided/granted.

2.3 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the EA Products exclusively for Licensee's benefit. Licensee shall be solely responsible for compliance by consultants and contractors with this License Agreement and shall ensure that the consultant or contractor discontinues use of EA Products upon completion of work for Licensee. Access to or use of EA Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee 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 Licensee. Consultant or contractors must not include persons or entities ineligible to receive or have access to Esri products or services by operation of law, including US export control laws, decrees, orders, rules, regulations, policies, riders, conditions, or provisos.

ARTICLE 3—SCOPE OF USE

The Permitted Uses and Uses Not Permitted sections of the General License Terms and Conditions portion of the License Agreement are modified to include the additional term in Sections 3.1 and 3.2 below:

3.1 Additional Permitted Uses. For the term of the EA, County may copy and Deploy the EA Products up to the quantities of licenses granted in Appendix A.

3.2 Uses Not Permitted

- a. County shall not transfer, redistribute, or Deploy the EA Products outside the United States or its territories or possessions without the prior written permission of Esri and agreement on additional fees, if any. Any such export will be subject to US Export Control Regulation requirements of the License Agreement.
- b. County shall not transfer, redistribute, or assign EA Products to any third party without the prior written permission of Esri.

ARTICLE 4—MAINTENANCE

4.1 EA Maintenance. EA Maintenance is included in the EA Fee. Rolled-In Software and EA Products will receive EA Maintenance, provided that standard maintenance is available for each item. EA Maintenance includes benefits specified in the most current applicable Esri US Software Maintenance Program document (found at www.esri.com/legal) as modified by this Section 4.1.

a. Tier 1 Support Provided by County

- (1) The Tier 1 Help Desk will provide Tier 1 Support to all Licensees.
- (2) The Tier 1 Help Desk will use analysts fully trained in the Products they are supporting.
- (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) Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from Licensee. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.
- (5) If the Tier 1 Help Desk cannot resolve an Incident, an authorized Tier 1 Help Desk individual may contact Esri for Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions available to Licensee.
- (6) County may assign named Tier 1 Help Desk individuals up to the quantity listed in Appendix B. These individuals will be identified in Appendix E and will be the only individuals (callers) authorized to contact Esri directly for Tier 2 Support.

b. Tier 2 Support Provided by Esri

- (1) Esri shall log the calls received from Tier 1 Help Desk individuals.
- (2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
- (3) Esri 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) Esri shall attempt to resolve Incident submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals and not Licensee.
- (5) When an Incident is resolved, Esri shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to Licensee.
- (6) Esri may, at its sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website or, if requested, deliver them on media.

ARTICLE 5—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT REPORT

5.1 Purchase Orders, Delivery, and Deployment

- a. Upon Effective Date, Esri will invoice County and provide Authorization Codes to activate the nondestructive copy protection program that enables County to download, operate, or allow access to the EA Products listed in Appendix A. In accordance with the fee schedule in Appendix B, Esri will issue an invoice annually for each additional year listed. Invoices will be due and payable within thirty (30) days of invoice.

- b. Delivery of updates/new versions of EA Products will be made in the same manner. If requested by County, Esri will deliver a limited number of sets of backup media as provided in Appendix B to the ship-to address identified in Appendix D—EA Points of Contact, FOB destination with shipping charges prepaid. County may purchase additional backup media sets at the prices in effect at the time of purchase. Delivery or receipt of tangible media could cause prior and future license fees to be subject to taxes. County acknowledges that Esri has a right to invoice for and County agrees to pay any such sales or use tax associated with receipt of tangible media.
- c. County shall track the Deployment status of EA Products.

5.2 Purchase Order Requirements

- a. Any purchase orders issued by County will reference, incorporate, and be subject to the terms and conditions of this EA. No additional, conflicting, or different terms contained in a purchase order or ordering document will be binding. All orders and deliveries pertaining to this EA will be processed through County's centralized point of contact.
- b. The following information will be included in each purchase order:
 - (1) Esri customer number, the ship-to address, and bill-to address as identified in Appendix D
 - (2) Purchase order number
 - (3) Applicable annual payment due
 - (4) On the face of the purchase order, the following printed statement: "Governed by and subject to Enterprise Agreement No. 2015ELA4747."

5.3 Annual Report of Deployments. At each anniversary date and ninety (90) days prior to the expiration date of this EA, County shall provide a written report, as set forth in Appendix C, to Esri detailing all Deployments made, including preexisting and Rolled-In Software. The report will be subject to audit by an authorized representative of Esri.

5.4 Esri User Conference Registration. Esri shall provide Esri User Conference registrations to County annually during the term of this EA in the quantities set forth in Appendix B. County is responsible for distributing the registrations to Licensees. Third parties may not represent or attend on behalf of County at any Esri User Conference.

ARTICLE 6—POINTS OF CONTACT; NOTICES

6.1 Points of Contact. In Appendix D, each party shall identify points of contact for administrative and technical issues.

6.2 Legal Notices. Except as otherwise set forth in this EA, any notice, report, demand, or other communication will be made in writing in English; sent by courier, registered or certified airmail, or facsimile or other electronic transmission; and confirmed when sent by courier or by registered or certified airmail, properly addressed to the appropriate party at the address set forth below, until changed by notice in writing by either party hereto. If sent by courier or airmail, notice will be effective upon the earlier of confirmed receipt or seven (7) days from the date of deposit with the courier service or post office. If sent by electronic transmission, notice will be effective one (1) business day from the date of transmission, provided confirmation of receipt is made. Notices will be given at the following addresses:

To: Esri
 380 New York Street
 Redlands, CA 92373-8100
 Attn.: Manager, Contracts and Legal
 Fax: 909-307-3020
 E-mail: legalnotices@esri.com

To: County
 as listed in Appendix D

ARTICLE 7—TERM, TERMINATION, AND EXPIRATION

7.1 Term. The term of the EA will commence on the Effective Date and be for the period listed in Appendix B unless this EA is terminated earlier as provided herein.

7.2 Termination for a Material Breach. Esri may terminate this EA for a material breach by Licensee. Licensee will be given a period of thirty (30) days from date of written notice to cure any material breach. Upon termination of this EA by Esri for a material breach by Licensee, all licenses Deployed will also terminate, and the full amount of unpaid EA Fees will be due and payable by County within thirty (30) days from the date of termination. Licensees shall uninstall, remove, and destroy all EA Products; training materials; and any whole or partial copies, modifications, or merged portions in any form. County shall deliver evidence of such destruction to Esri (e.g., certification letter). Licensee may continue to use Rolled-In Software, provided Licensee complies with the terms and conditions of the License Agreement. Further, Esri agrees that Licensee is not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Licensee orders maintenance at time of EA termination. Other items that may be included in this EA—such as access codes, and Esri User Conference registrations—will also terminate if this EA is terminated.

7.3 Reserved.

7.4 License Term and Use upon Expiration of EA Term. Upon full payment of EA Fee and expiration of this EA, the License Agreement will survive, and Licensee may continue to use the Deployed EA Products and Rolled-In Software in accordance with the terms and conditions set forth in the License Agreement. Licensee shall notify Esri of the quantity and type of licenses for which Licensee elects to purchase standard maintenance. If maintenance is not ordered for Rolled-In Software or EA Products upon expiration of the EA, it lapses. If, at a later date, Licensee decides to reinstate maintenance, Licensee must pay maintenance reinstatement fees from the date of EA expiration (i.e., back maintenance fees). County shall not Deploy additional copies of the EA Products beyond the quantities in use upon termination or as of the date of expiration.

7.5 Termination for Non-allocation of Funds. County's obligation to pay the amounts due under this EA may be contingent upon appropriation of funds for this EA ("**Lack of Funds**"). Either party may terminate this EA for Lack of Funds by providing a written termination for Lack of Funds notice no less than sixty (60) days prior to the next annual EA payment. In all such cases, the effective date of the termination will be the last day of the EA year for which County has paid. Under no circumstances may County deploy additional copies of the EA Products upon termination of the EA for Lack of Funds.

- a. County may retain a combination of some or all of the perpetual Deployed EA Products and all Rolled-In Software of like products identified in Appendix A, subject to the following conditions:
 - i. County will report the quantity and types of EA Products Deployed as of the termination date;
 - ii. Esri will calculate the aggregate value of EA Products Deployed, excluding Online Services or term based Products, at then-current list price, plus the aggregate cost of maintenance for the Deployed EA Products and Rolled-In Software (collectively, the "**Deployed EA Value**");
 - iii. Esri will deduct the value of all other deliverables, including but not limited to Online Services, term based Products training, virtual campus, workshops, and services, provided as part of this EA from the total EA Fees paid by County, as set forth on Appendix B, at the date of termination, ("**Remaining Value**");
 - iv. If the Deployed EA Value is less than or equal to the Remaining Value, Licensee may retain all Deployed perpetual EA Products and Rolled-In Software at the maintenance version current as of the date of termination. No refund will be provided to County for unused fees.
 - v. If the Deployed EA Value is greater than the Remaining Value, Licensee will inform Esri of the quantities of Deployed EA Products and Rolled-in Software that it will retain at the maintenance version current as of the date of termination, such that the aggregate Software and maintenance does not exceed the Remaining Value. Licensee will uninstall, remove and destroy all Deployed EA Products not retained. Rolled-In Software not retained at current maintenance will revert to the version that was current as of the start date of the EA term.
- b. After termination, Licensee must immediately uninstall, remove and destroy all Deployed EA Products not retained. All subscriptions, User Conference Passes, Training and other services will end at termination. Rolled-In software not retained at current maintenance will revert to the version that was current as of the start date of the EA term.
- c. Within thirty (30) days of termination of the EA for Lack of Funds, County will document in writing to Esri the total quantity and type of Products for which Licensee desires to obtain maintenance, if any. Payment of maintenance fees will be effective from the date of the EA termination.
- d. Licensee's use of any retained Products and Rolled-In Software following termination of the EA Agreement will be in accordance with the License Agreement. If at a future date Licensee chooses to renew its Rolled-In Software or any other retained Products, Licensee will be required to pay maintenance retroactive to the date of termination in order to receive the most current version and support.

ARTICLE 8—CONFIDENTIALITY

8.1 Esri Confidential Information. Certain terms and conditions of this EA are confidential and proprietary information of Esri. Except as provided herein, County shall not publish or disclose the EA (or contents) to any third party without Esri's prior written consent. Disclosure may be made only to those Company or Affiliate employees, contractors, or consultants of Licensee (e.g., outside counsel or accountants) who have a need to know to perform their duties or work on behalf of Licensee, and have an obligation of confidentiality. No other portions of the EA may be disclosed to a contractor or consultant. To the extent that any such disclosures may be required by law (such as an open/public records request), County shall inform Esri of the requested disclosure, with a reasonable description of the requested disclosure and identification of the requester, in sufficient time for Esri to assert any objection Esri may have to such disclosure with the appropriate administrative or judicial body.

ARTICLE 9—RELATIONSHIP OF THE PARTIES

The EA does not constitute a partnership, joint venture, or agency between Esri and County. Neither Esri nor County will hold itself out as such, nor shall Esri or County be bound or become liable because of any representation, action, or omission of the other.

ARTICLE 10—FORCE MAJEURE

If the performance of any obligation under this EA is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war; threat of or actual terrorist act, cyber attack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

ARTICLE 11—GIS STANDARD

County shall officially name Esri as its GIS standard and act as a reference for other Esri customers and potential customers as long as the EA remains in effect. This EA will not be construed or interpreted as an exclusive dealings agreement, and County reserves the right to purchase from third parties any of their requirements for GIS software or related services.

County agrees that Esri may publicize the existence of the EA.

ARTICLE 12—ADMINISTRATIVE REQUIREMENTS

12.1 Esri Partner Original Equipment Manufacturer (OEM) Bundled or Embedded Items/Services. Certain Esri partners are authorized to either embed limited portions of Esri technology or bundle Esri products or services with the partner's application or service under Esri's OEM or Solution OEM programs. Partner pricing and product bundling is independent of this EA, and each partner markets under its own business model and pricing. Licensee shall not be entitled to or seek any discount from the OEM partner or Esri, directly or indirectly, as a result of or based on the availability of such Products as EA Products under this EA. Licensee shall not be entitled to or seek to decouple Esri's technology or products/services from the partner's bundle or solution. In addition, such Products or any component thereof included in the OEM software program or product, will be licensed through the license agreement provided by the OEM partner and not through this EA.

12.2 EA Products—Limited Quantity or Unit-Priced Items. Esri reserves the right to exclude new Products from unlimited Deployment. New Products may contain or be developed with (i) newly acquired technology obtained through a significant investment or (ii) third-party intellectual property that requires a unit-based royalty fee or prohibits Deployment under a site or enterprise license. Such items can be made available to County on a limited-quantity basis or as unit-priced items.

12.3 Obsolescence. During the term of this Agreement, some of the items listed in Appendix A may become obsolete, will no longer be commercially offered, or may no longer be available for Deployment. Licensee may continue to use EA Products that have been Deployed, but support and upgrades for older items may not be available. EA Maintenance and maintenance and availability of EA Products identified in Appendix A will be subject to each item's Product Life Cycle Support Status, which can be found at <http://support.esri.com/en/content/productlifecycles> by selecting the product type and clicking the Product Life Cycle link for specific product plans. Esri's Product Life Cycle Support Policy, available at <http://help.arcgis.com/en/shared/product-life-cycle/ProductLifeCycle.pdf>, covers the support phases and overall support plans.

ARTICLE 13—GENERAL PROVISIONS

13.1 The General Provisions and Limitations of Liability of the License Agreement will apply to the entire EA. If there is a conflict among any of the other terms and conditions in the various documents, the order of descending precedence will be as follows: (1) E512GM Enterprise License Terms and Conditions, (1) E300 Scope of Use, and (2) E204 General License Terms and Conditions. Except as otherwise expressly provided herein, any amendment or Addendum to this EA must be in writing and signed by an authorized representative of each party.

13.2 Survival of Certain EA Clauses. The provisions of Section 7.4 and Article 8 of this Enterprise License Terms and Conditions document (E512GM) will survive the expiration or termination of this EA.

**APPENDIX A
PRODUCTS AND DEPLOYMENT SCHEDULE**

County may Deploy the EA Products up to the total quantity of licenses indicated below during the term of this EA.

**Table A-1
EA Products—Unlimited Quantities**

Item	Total Qty. to Be Deployed
ArcGIS for Desktop: ArcGIS for Desktop Advanced, Standard, and Basic (single and concurrent use)	Unlimited
ArcGIS for Desktop extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager (single and concurrent use)	Unlimited
ArcGIS for Server: ArcGIS for Server Enterprise and Workgroup (Advanced, Standard, and Basic)	Unlimited
ArcGIS for Server extensions: ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Image Extension, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, ArcGIS Workflow Manager	Unlimited
ArcGIS Engine: ArcGIS Engine development tools for deploying custom applications	Unlimited
ArcGIS Engine extensions: ArcGIS 3D Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst (single and concurrent use)	Unlimited
ArcGIS Runtime: Standard deployment licenses for custom applications	Unlimited
ArcGIS Runtime extensions: ArcGIS 3D Analyst, ArcGIS Network Analyst, and ArcGIS Spatial Analyst (single use)	Unlimited

**Table A-2
EA Products—Limited Quantities**

Product	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
Esri Developer Network (EDN) Standard	N/A	2	2
Esri City Engine Advanced	0	2	2
Data Interoperability	1	1	2
GeoEvent Extension	0	2	2
Tracking Analyst	3	2	5
Esri Aeronautical Solution	0	2	2

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
AreGIS Online Subscription Level 4 , applicable to Year 1 only	1	250	37,500
AreGIS Online Subscription Level 5 , applicable to Year 2 only	1	500	62,000
AreGIS Online Subscription Level 6 , applicable to Year 3 only	1	1,000	110,000
AreGIS Online OR Portal: 100 additional users for Salesforce 311 (Year 1 only)	n/a	100	n/a
AreGIS Online OR Portal: 200 additional users for Salesforce 311 (Year 2 only)	n/a	200	n/a
AreGIS Online OR Portal: 300 additional users for Salesforce 311 (Year 3 only)	n/a	300	n/a
Community Analyst Online —Level 1 subscription plus five additional named users for a total of 10	1	10	n/a

Amendment 1

**Table A-2
EA Products—Limited Quantities**

Product	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
Esri Developer Network (EDN) Standard	N/A	2	2
Esri City Engine Advanced	0	2	2
Data Interoperability	1	1	2
GeoEvent Extension	0	2	2
Tracking Analyst	3	2	5
Esri Aeronautical Solution	0	2	2

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
¹ AreGIS Online Subscription Level 4 , applicable to Year 1 only	1	250	37,500
¹ AreGIS Online Subscription Level 5 , applicable to Year 2 only	1	500	62,000
¹ AreGIS Online Subscription Level 6 , applicable to Year 3 only	1	1,000	110,000
¹ Additional AreGIS Online Accounts , applicable to Year 1 only	4	N/A	N/A

1Additional ArcGIS Online Accounts, applicable to Years 2 and 3 only	7	N/A	N/A
ArcGIS Online OR Portal: 100 additional users for Salesforce 311 (Year 1 only)	n/a	100	n/a
ArcGIS Online OR Portal: 200 additional users for Salesforce 311 (Year 2 only)	n/a	200	n/a
ArcGIS Online OR Portal: 300 additional users for Salesforce 311 (Year 3 only)	n/a	300	n/a
Community Analyst Online—Level 1 subscription plus five additional named users for a total of 10	1	10	n/a

Amendment 3

**APPENDIX A
PRODUCTS AND DEPLOYMENT SCHEDULE**

County may Deploy the EA Products up to the total quantity of licenses indicated below during the term of this EA.

**Table A-1
EA Products—Unlimited Quantities**

Item	Total Qty. to Be Deployed
ArcGIS for Desktop: ArcGIS for Desktop Advanced, Standard, and Basic (single and concurrent use)	Unlimited
ArcGIS for Desktop extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager (single and concurrent use)	Unlimited
ArcGIS for Server: ArcGIS for Server Enterprise and Workgroup (Advanced, Standard, and Basic)	Unlimited
ArcGIS for Server extensions: ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Image Extension, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, ArcGIS Workflow Manager	Unlimited
ArcGIS Engine: ArcGIS Engine development tools for deploying custom applications	Unlimited
ArcGIS Engine extensions: ArcGIS 3D Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst (single and concurrent use)	Unlimited
ArcGIS Runtime: Standard deployment licenses for custom applications	Unlimited
ArcGIS Runtime extensions: ArcGIS 3D Analyst, ArcGIS Network Analyst, and ArcGIS Spatial Analyst (single use)	Unlimited

Table A-2
EA Products—Limited Quantities

Product	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
Esri Developer Network (EDN) Standard	N/A	2	2
Esri City Engine Advanced	0	2	2
Data Interoperability	1	1	2
GeoEvent Extension	0	2	2
Tracking Analyst	3	2	5
Esri Aeronautical Solution	0	2	2
ArcGIS GeoAnalytics Server	0	1	1

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
ArcGIS Online Subscription Level 4, applicable to Year 1 only	1	250	37,500
ArcGIS Online Subscription Level 5, applicable to Year 2 only	1	500	62,000
ArcGIS Online Subscription Level 6, applicable to Year 3 only	1	1,000	110,000
ArcGIS Online OR Portal: 100 additional users for Salesforce 311 (Year 1 only)	n/a	100	n/a
ArcGIS Online OR Portal: 200 additional users for Salesforce 311 (Year 2 only)	n/a	200	n/a
ArcGIS Online OR Portal: 300 additional users for Salesforce 311 (Year 3 only)	n/a	300	n/a
Community Analyst Online—Level 1 subscription plus five additional named users for a total of 10	1	10	n/a
Insights for ArcGIS as Enterprise Software	n/a	49	n/a

Amendment 4

2019 APPENDIX A

PRODUCTS AND DEPLOYMENT SCHEDULE

County may Deploy the EA Products up to the total quantity of licenses indicated below to Licensees during the term of this EA.

Table A-1

EA Products—Uncapped Quantities

Item	Total Qty./Seats to Be Deployed
ArcGIS Desktop: Advanced, Standard, Basic (Single and Concurrent Use)	Uncapped
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager (Single and Concurrent Use)	Uncapped
ArcGIS Enterprise: Enterprise and Workgroup (Advanced and Standard)	Uncapped
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	Uncapped
ArcGIS GIS Server: Advanced, Standard, Basic	Uncapped
ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server	Uncapped
ArcGIS Engine	Uncapped
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst	Uncapped
ArcGIS Runtime Analysis Extension	Uncapped
ArcGIS Runtime	Uncapped
Mapping and Charting Solutions: Esri Production Mapping for Desktop	Uncapped

Table A-2
EA Products–Limited Quantities

Item	Rolled-In Qty. (if applicable)	Qty./Seats to Be Deployed	Total
ArcGIS Data Interoperability Desktop Extension - Concurrent Use License	2	-	2
Esri CityEngine Advanced - Concurrent Use License	2	-	2
Drone 2 Map for ArcGIS Online – Term License	-	2	2
ArcGIS Developer – Professional Subscription	-	2	2
Insights for ArcGIS for use with ArcGIS Enterprise	-	50	50
ArcGIS GeoAnalytics	1	-	1
Community Analyst – Single User	-	10	10

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
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ArcGIS Online – Organizational Subscription	10	100 Level 1 1000 Level 2*	110,000
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*ArcGIS Online Level 2 Named User pricing is based on an estimated usage of 275 Named Users Year One, 325 Named Users Year 2, and 400 Named Users Year 3.

Product	Number of Subscriptions	Named Users
ArcGIS Enterprise	1	1000 Level 2**

**ArcGIS Enterprise Level 2 Named User pricing is based on an estimated usage of 300 Named Users Year One, 400 Named Users Year 2, and 450 Named Users Year 3.

ESRI PROPRIETARY AND CONFIDENTIAL INFORMATION

APPENDIX B
EA FEE SCHEDULE

The EA Fee is \$1,485,000. The EA Fee is in consideration of the EA Products, EA Maintenance, and Esri User Conference registrations.

Payments	Year 1	Year 2	Year 3	*Year 4 (Maintenance only option)	*Year 5 (Maintenance only option)	Total EA Fee
EA Products Fee	\$495,000	\$495,000	\$495,000	See below	See below	\$1,485,000

*Year 4 & 5 maintenance amounts will range from an estimated minimum of \$150,000 to an estimated maximum of \$400,000 dependent on the quantity of licenses County decides to move forward with at renewal. The quantity and types of licenses maintained shall be governed by Section 7.4, repeated here for convenience:

7.4 License Term and Use upon Expiration of EA Term. Upon full payment of EA Fee and expiration of this EA, the License Agreement will survive, and Licensee may continue to use the Deployed EA Products and Rolled In Software in accordance with the terms and conditions set forth in the License Agreement. Licensee shall notify Esri of the quantity and type of licenses for which Licensee elects to purchase standard maintenance. If maintenance is not ordered for Rolled In Software or EA Products upon expiration of the EA, it lapses. If, at a later date, Licensee decides to reinstate maintenance, Licensee must pay maintenance reinstatement fees from the date of EA expiration (i.e., back maintenance fees). County shall not Deploy additional copies of the EA Products beyond the quantities in use upon termination or as of the date of expiration.

***Optional—Year 4 and Year 5 Maintenance.**

County may exercise its option for either Year 4 or Year 5 maintenance by submitting to Esri an applicable annual purchase order in accordance with the fee schedule in this Appendix B. The purchase order for Year 4 maintenance will be delivered by County to Esri 30 days prior to the end of Year 3. The purchase order for Year 5 maintenance will be delivered by County to Esri 30 days prior to the end of Year 4.

ESRI PROPRIETARY AND CONFIDENTIAL INFORMATION

Number of Esri User Conference Registrations per Year	30
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	15
Number of Sets of Backup Media, if Requested	5
Support Incidents for EDN	One 10-Pack/Year
Term of EA	Three Years from Effective Date

Amendment 4

The 2019 Renewal EA Fee is \$1,650,000. The 2019 Renewal EA Fee is in consideration of the EA Products, EA Maintenance, and Esri International User Conference registrations.

	Year 1 January 1, 2019 – December 31, 2019	Year 2 January 1, 2019 – December 31, 2020	Year 3 January 1, 2020 – December 31, 2021	2019 Renewal EA Fee
Annual EA Fee	\$550,000	\$550,000	\$550,000	\$1,650,000

Number of Esri International User Conference Registrations per Year	30
Number of Set of Backup Media, if requested	5
Number of Tier 1 Help Desk Callers that may contact Esri for Tier 2 Support	20
Term of EA	Three (3) years from January 1, 2019

APPENDIX C
COUNTY ANNUAL DEPLOYMENT REPORT

SAMPLE REPORT—This report will be provided to Esri annually as an Excel spreadsheet or in a comparable format.

Esri Annual ELA License Deployment Report			
Customer Name			
Customer Number			
Date			
Prepared by			
PRODUCT	Count	PRODUCT	Count
Desktop—Concurrent Use (CU)		ArcGIS for Server	
Desktop—Single Use (SU)		ArcGIS for Server Extensions	
Desktop Extensions		Other	

**APPENDIX D
ELA POINTS OF CONTACT**

Either party may change its point of contact by written notice to the other party.

1. Esri point of contact for order processing issues:

Name: Customer Service
Esri Redlands
380 New York Street
Redlands, CA 92373-8100
E-mail: service@esri.com
Phone: 888-377-4575
Fax: 909-307-3083

2. Esri contact for Tier 2 Support issues:

E-mail: support@esri.com
Phone: 909-793-3774 (within the United States only)
Fax: 909-792-0960
Web: support@esri.com

3. County centralized point of contact for order release and administrative issues is:

Name: _____
E-mail: _____
Phone: _____
Fax: _____

4. All invoices to County will be mailed to the address listed below (unless otherwise stated on the purchase order):

County Office: _____
Name: _____
Address: _____

5. All deliverables will be shipped to the address listed below:

County Office: _____
Name: _____
Address: _____

6. All notices to County will be mailed to the address listed below:

County Office: _____
Name: _____
Address: _____

**APPENDIX E
TIER 1 HELP DESK AUTHORIZED
INDIVIDUALS**

Below are named Tier 1 Help Desk individuals authorized to seek Tier 2 Support from Esri. Substitutes/Changes to Tier 1 Help Desk authorized individuals may be made by written notice to Esri.

1. Name: _____ 7. Name: _____
Address: _____ Address: _____

Phone: _____ Phone: _____
Fax: _____ Fax: _____
E-mail: _____ E-mail: _____

2. Name: _____ 8. Name: _____
Address: _____ Address: _____

Phone: _____ Phone: _____
Fax: _____ Fax: _____
E-mail: _____ E-mail: _____

3. Name: _____ 9. Name: _____
Address: _____ Address: _____

Phone: _____ Phone: _____
Fax: _____ Fax: _____
E-mail: _____ E-mail: _____

4. Name: _____ 10. Name: _____
Address: _____ Address: _____

Phone: _____ Phone: _____
Fax: _____ Fax: _____
E-mail: _____ E-mail: _____

5. Name: _____ 11. Name: _____
Address: _____ Address: _____

Phone: _____ Phone: _____
Fax: _____ Fax: _____
E-mail: _____ E-mail: _____

6. Name: _____ 12. Name: _____
Address: _____ Address: _____

C002557 Phone: _____ Phone: _____
Fax: _____ Fax: _____
E-mail: _____ E-mail: _____

13. Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

14. Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

15. Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

Amendment 2

**APPENDIX F
IMPLEMENTATION SERVICES FIRM FIXED
PRICE ADDENDUM AND TIME AND MATERIAL
RATE SCHEDULE**

1. DEFINITIONS

"Commercial Off-the-Shelf Software" or "COTS Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.

"Custom Software" means all or any portion of the computer software code, components, dynamic-link libraries (DLLs), and programs delivered on any media type; provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder; or subsequently supplied under this Addendum, exclusive of COTS Software.

"Deliverable(s)" means Custom Software, Technical Data, or Map Data specified for delivery to or use by Customer in the Scope of Work of an Esri Proposal or quote issued pursuant to this Addendum.

"Map Data" means any digital dataset(s) including geographic, vector data, coordinates, raster, or associated tabular attributes supplied by either party for use in the performance of this Addendum.

"Services" means consulting support specified in an Esri Proposal or quote that is being performed by Esri on a time and materials basis in exchange for compensation from Customer.

"Services Output" means any work product produced by Esri as a result of Services provided under this Addendum. Services Output can include, but is not limited to, reports, training materials, and Custom Software code.

"Technical Data" means, without limitation, all technical materials including formulas, compilations, software code or programs,

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methods, techniques, know-how, technical assistance, processes, algorithms, designs, data dictionaries and models, schematics, user

documentation, training documentation, specifications, drawings, flowcharts, briefings, test

or quality control procedures, or other similar information supplied or disclosed by Esri under this Addendum.

**2. OWNERSHIP AND GRANT OF
LICENSE**

Except as specifically granted in this Addendum, Esri owns and retains all rights, title, and interest in Services Output and/or Custom Software delivered under this Addendum. Subject to the terms and conditions in this Addendum, Esri grants to Customer a nonexclusive, royalty-free, worldwide license to use, modify, and/or reproduce Services Output and/or Custom Software in connection with Customer's authorized use of Esri's COTS Software.

**3. PATENTS AND
INVENTIONS**

Esri and Customer will retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors ("Inventors") during the term of this Addendum. Esri and Customer will jointly own any Inventions made or conceived jointly by Inventors from both parties. Where Inventions are jointly owned, each joint owner will share equally the costs of acquiring protection for the Inventions and furnish the other joint owner with assistance reasonably required for acquiring protection. Neither Esri nor Customer may license, transfer, or sell its interest in jointly owned Inventions without the written consent of the other party, which will not be unreasonably withheld.

4. COMPENSATION

On a Time and Materials Basis:

Esri will perform and invoice Services on a time and materials basis using the labor categories and rates specified in Exhibit 1 hereto for the performance period. Labor, including travel time, will be invoiced on a monthly basis for actual hours expended during the previous month. Meals will be invoiced on a "per diem" basis in accordance with the full daily limits stated in the most current Federal Travel Regulations. Other direct costs (ODCs), including travel-related expenses and meal per diem, will include a fifteen percent (15%) burden.

Esri may reallocate authorized funding between contracted activities, labor categories, and ODCs as necessary to facilitate the work requirements, provided the overall authorized funding is not exceeded. In the event that Esri reaches the not-to-exceed funding limit, Customer may increase the order funding to allow additional work to be performed, or direct Esri to stop work without further obligation or liability. If Services are required beyond the period of performance stated in the original proposal or resultant order, Esri reserves the right to escalate labor rates up to five percent (5%) per calendar year.

On a Firm-Fixed

Price Basis:

Esri will invoice on a percent-complete or milestone basis as described in the Scope of Work. If the Scope of Work specifies percent-complete invoicing, Esri will prepare and submit monthly invoices based on the percent complete for each Deliverable as of the end of the preceding month. If the Scope of Work specifies milestone invoicing, Esri will prepare and submit an invoice after the completion of each milestone. Upon acceptance of all Deliverables under this Addendum, the unpaid balance of the total Addendum value will be due.

Payment

Terms:

Payment will be made to the Esri address identified on original Esri invoices. Esri's payment terms are net thirty (30) days. If Customer's credit history has not been established, Esri reserves the right to require full or partial prepayment.

5. ACCEPTANCE (For Deliverables only)

Customer will complete its acceptance review within ten (10) working days of receiving each Deliverable. Acceptance for Deliverables will be categorized by Customer as follows:

- A. "Deliverable Accepted" means a Deliverable conforming to the Scope of Work with no more than minor nonconformities.
- B. "Deliverable Accepted with Rework" means a Deliverable substantially conforming to the Scope of Work but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable to repair the identified nonconformities and resubmit the Deliverable within thirty (30) days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within ten (10) working days of such resubmission and will reclassify the deliverable as either Deliverable Accepted or Deliverable Rejected.
- C. "Deliverable Rejected" means a Deliverable that fails to substantially conform to the applicable Scope of Work. Esri will rework the Deliverable and resubmit it to Customer within thirty (30) days, at which time Customer will have ten (10) working days to rerun its acceptance review and reclassify the deliverable as either Deliverable Accepted or Deliverable Rejected.

Customer will not use any Deliverable in its business operations before acceptance as described in A or B above. If Esri does not receive written notice that the Deliverable is either Accepted, Accepted with Rework, or Rejected in accordance with A, B, or C above within ten (10) working days after delivery, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first occurrence of either of these events, to have been accepted.

6. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

Esri warrants for a period of ninety (90) days: (i) from the date of performance of Services; and (ii) from the date of acceptance of a Deliverable, that Services and/or a Deliverable will substantially conform to the professional and technical standards of the software industry and to the applicable written specifications referenced in the Scope of Work. If Services and/or Deliverables do not substantially conform to these standards, Customer may require Esri to reperform Services and/or Deliverables at no additional cost to Customer. Services Output is provided as is without warranty of any kind.

Disclaimer of Warranties. With the exception of the limited warranty set forth in this Article, Esri disclaims and this Addendum expressly excludes all other warranties, express or implied, oral or written, including, without limitation, any and all warranties of merchantability or fitness for a particular purpose.

In addition to and without limiting the preceding paragraph, Esri does not warrant in any way Map Data. Map Data may not be free of nonconformities, defects, errors, or omissions; be available without interruption; be corrected if errors are discovered; or meet Customer's needs or expectations. Customer should not rely on any Map Data unless Customer has verified Map Data against actual data from documents of record, field measurement, or observation.

7. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

In no event will Esri be liable to Customer for procurement of substitute goods or services; lost profits; lost sales; business expenditures; investments; business commitments; loss of goodwill; or any indirect, special, exemplary, consequential, or incidental damages arising out of or related to this Addendum, however caused or under any theory of liability, even if Esri has been advised of the possibility of such damages.

Esri's total cumulative liability under this Addendum, from all causes of action of any kind, will in no event exceed the amount actually paid by Customer for services under this Addendum from which the liability directly arose.

8. CONFIDENTIALITY

Services Output and/or the Deliverables are Esri confidential information, and Customer must preserve and protect the confidentiality of said Deliverables or Services Output. Customer agrees not to reverse engineer or decompile Custom Software delivered in object code, executable code, or similar formats (collectively, "Secure Formats"). For Custom Software delivered in source code or other human-readable formats, Customer will have met its obligations under this provision if its disclosure of Custom Software is limited to Custom Software in Secure Formats, provided that the means for reverse engineering, decompiling, or disassembling the Custom Software is withheld from such

disclosure, and the person or entity in receipt of the Custom Software similarly agrees not to perform the prohibited acts described above or allow others to do so.

Except as provided in the preceding paragraph, Customer will not disclose Services Output and/or the Deliverables to third parties without the advance written consent of Esri. Customer may make disclosures to Customer's employees to the extent reasonably required to allow Customer to use Services Output and/or Deliverables in a manner authorized under the applicable software licenses. Customer must comply with Article 8 in making any permitted disclosures. Before disclosing all or any portion of Services Output and/or Deliverables to employees or third parties as permitted in the preceding sentence, Customer will inform its employees or third parties of the obligations in this Addendum and obtain their agreement to be bound by them.

9. EXPORT CONTROLS

Customer must comply with all applicable laws and regulations of the United States including, without limitation, its export control laws. Customer expressly acknowledges and agrees not to export, reexport, transfer, or release Services Output and/or the Deliverables, in whole or in part, to (i) any US embargoed country (including to a resident of any US embargoed country); (ii) any person or entity on the US Treasury Department's List of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Lists of Parties of Concern; or (iv) any person or entity where such export, reexport, or provision violates any US export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to US export laws.

10. GENERAL PROVISIONS

10.1 Nonsolicitation. Neither party will directly solicit for hire any employee of the other party who is associated with Services and/or Deliverables called for under this Addendum during, and for a period of one (1) year after, project completion. In the event this provision

is breached, liquidated damages equal to twelve (12) months of the employee's compensation, plus any legal expenses associated with the enforcement of this provision, will be paid by the breaching party to the aggrieved party. The foregoing will in no way restrict the parties from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

10.2 Taxes. Services and/or Deliverables are quoted exclusive of all state, local, value-added, or other taxes; customs; duties; or other charges (other than income taxes payable by Esri). In the event such taxes and/or charges become applicable to Esri's Services, Services Output and/or Deliverables, Customer will pay the applicable tax upon receipt of written notice that it is due.

10.3 UCC Inapplicability. Deliverables and/or Services provided under this Addendum will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of UCC.

10.4 Order of Precedence. These terms and conditions will take precedence over any Customer terms and conditions included in Customer ordering or authorizing documents, such as purchase orders. Any additional terms or conditions in Customer ordering or authorizing documents will be void and may be incorporated into this Addendum only by written amendment signed by both parties.

10.5 Equitable Relief. Customer agrees that any breach of this Addendum by Customer may cause Esri irreparable damage. In the event of a breach, in addition to any and all remedies at law, Esri

will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms without the requirement of posting a bond or undertaking or proving injury as a condition of relief.

10.6 Claim Must Be Filed within One (1) Year. Any claim related to this Addendum or the Services and/or Deliverables may not be brought unless brought within one (1) year. The one (1)-year period begins on the date when the party knew or should have known of the claim. If it is not filed during the one (1)-year period, that claim will be permanently barred. This applies to Customer's and Customer's

successors and/or assigns. It also applies to Esri and/or Esri's successors and assigns.

10.7 Governing Law. This Addendum will be governed by and construed in accordance with the laws of the State of California without reference to its conflict of laws principles.

10.8 Entire Agreement. This Addendum is the sole and entire agreement of the parties for Deliverables and/or Services and supersedes any previous agreements, understandings, and arrangements between the parties relating to the subject matter.

EXHIBIT 1 TIME AND MATERIALS RATE SCHEDULE

Hourly time and materials labor rates have been provided for each labor category for calendar years 2016 to 2017. The hourly labor rates for services that are performed after 2017 may be escalated in an amount not to exceed five percent (5%) each year. Other allowed ODCs stated in the proposal or quote will be invoiced.

Labor Category	2016 OC ELA Rates	2017 OC ELA Rates
Sr. GIS Consultant/Project Manager (M2)	\$343	\$355
GIS Consultant/Project Manager (M1)	\$272	\$282
Sr. GIS System/Software Architect (S3)	\$356	\$368
GIS System/Software Developer (S2)	\$290	\$300
GIS Technical Specialist/Engineer (S1)	\$225	\$233
GIS Database Specialist/Analyst (DB)	\$190	\$197

Labor Category	2016 OC ELA Rates	2017 OC ELA Rates
Executive Advisor*	\$453	\$469

*The Executive Advisor category is used for strategic consulting and is only used for special engagements at the customer's request.

GIS Technical Specialist/Engineer (S1) — Hourly Rate: See Table above

Staff members in this labor category work collaboratively with software designers to perform software coding and the writing of software documentation according to design specifications developed by senior technical staff described below. As a group, these staff members are experienced in the coding of software and the creation of digital databases, as well as in software development associated with Esri's commercial off the shelf (COTS) software products; web, desktop, or server software development languages; geospatial data formats; and other technologies. These individuals also develop effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

GIS System/Software Developer (S2) — Hourly Rate: See Table above

Staff members in this labor category support the design of technical project specifications for the implementation of application software projects and database development projects. They support the day to day technical activities of the project team and ensure that standard system methodologies are employed. They also perform detailed software design and detailed database conversion design and are directly involved in the coding and implementation of complex and strategic portions of application software and database conversion projects. As a group, these staff members are proficient in Esri C002557

~~COTS software products; web, desktop, and server software development languages; geospatial data formats; and other technologies. These staff members design and develop QA/QC programs and support design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle.~~

Senior GIS System/Software Architect (S3) — Hourly Rate: See Table above

Staff members in this labor category provide the overall technical vision and system architecture for large, complex systems. They support the application of sound software engineering principles and life cycle methodologies to programs/projects. These individuals are actively involved in systems architecture design, application software design, database process design, and the directing of coding development including the supervision of design and code reviews. These staff members may serve as principal investigators in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of geographic information system (GIS) applications and related information technologies and may also provide specific expertise in areas such as web-based software applications, service-oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient in Esri COTS software products; software and database design methodologies; web, desktop, and server software development languages; geospatial data formats; and other technologies.

GIS Consultant/Project Manager (M1) — Hourly Rate: See Table above

Staff members in this labor category provide day to day consulting and management for contracted projects within Esri. These individuals work under the guidance of senior Esri managers described herein and support the design and implementation of project work plans. These staff members may provide consulting services and design and management support to software application development projects and database conversion projects. They may also conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using standard engineering diagramming methodologies, design software and database QA/QC programs, and provide management oversight of daily technical activities. These staff members work with senior consulting and technical staff to design comprehensive work plans that employ standard system methodologies that define project deliverables, milestones, and realistic schedules. These individuals work with Esri administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

Senior GIS Consultant/Project Manager (M2) — Hourly Rate: See Table above

Staff members in this labor category work as project managers or project advisers, providing strategic consulting and project management activities for GIS and information technology (IT) projects. These staff members have market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars development, requirements definition, application and database design, and system integration. Management activities may include defining project requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These individuals may also design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules.

Principal GIS Consultant/Program Manager (M3) — Hourly Rate: See Table above

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and IT projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definitions, application and database design, and system integration. Management activities may include defining program requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. Staff members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support successful project completion.

GIS Database Specialist/Analyst (DB) — Hourly Rate: See Table above

Staff members in this labor category provide database development support in creating cartographic and digital data products. These staff members have expertise that includes the performance of hard copy to digital data conversion tasks, data migration, and translation activities utilizing advanced processing techniques in ArcGIS. These individuals design, develop, and implement efficient production tools and workflows in accordance with approved project plans and design parameters.

Amendment 4**APPENDIX F, EXHIBIT 1****TIME AND MATERIALS RATE SCHEDULE**

Hourly time and materials labor rates have been provided for each labor category for the calendar years 2018 and 2019. The hourly labor rates for services that are performed after 2019 may be escalated in an amount not to exceed five percent (5%) each year. Other allowed ODCs stated in the proposal or quote will be invoiced.

Labor Category	2018 OC ELA Rates	2019 OC ELA Rates
Sr. GIS Consultant/Project Manager (M2)	\$367	\$380
GIS Consultant/Project Manager (M1)	\$292	\$302
Sr. GIS System/Software Architect (S3)	\$381	\$394
GIS System/Software Developer (S2)	\$311	\$322
GIS Technical Specialist/Engineer (S1)	\$241	\$249
GIS Database Specialist/Analyst (DB)	\$204	\$211

Labor Category	2018 OC ELA Rates	2019 OC ELA Rates
Executive Advisor*	\$485	\$502

*The Executive Advisor category is used for strategic consulting and is only used for special engagements at the client's request.

GIS Technical Specialist/Engineer (S1) Hourly Rate: See Table above

Staff members in this labor category work collaboratively with software designers to perform software coding and the writing of software documentation according to design specifications developed by senior technical staff described below. As a group, these staff members are experienced in the coding of software and the creation of digital databases, as well as in software development associated with Esri's commercial off-the-shelf (COTS) software products; web, desktop, or server software development languages; geospatial data formats; and other technologies. These individuals also develop effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

GIS System/Software Developer (S2) Hourly Rate: See Table above

Staff members in this labor category support the design of technical project specifications for the implementation of application software projects and database development projects. They support the day-to-day technical activities of the project team and ensure that standard system methodologies are employed. They also perform detailed software design and detailed database conversion design and are directly involved in the coding and implementation of complex and strategic portions of application software and database conversion projects. As a

group, these staff members are proficient in Esri COTS software products; web, desktop, and server software development languages; geospatial data formats; and other technologies. These staff members design and develop QA/QC programs and support design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle.

Senior GIS System/Software Architect (S3) Hourly Rate: See Table above

Staff members in this labor category provide the overall technical vision and system architecture for large, complex systems. They support the application of sound software engineering principles and life cycle methodologies to programs/projects. These individuals are actively involved in systems architecture design, application software design, database process design, and the directing of coding development including the supervision of design and code reviews. These staff members may serve as principal investigators in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of geographic information system (GIS) applications and related information technologies and may also provide specific expertise in areas such as web-based software applications, service-oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient in Esri COTS software products; software and database design methodologies; web, desktop, and server software development languages; geospatial data formats; and other technologies.

GIS Consultant/Project Manager (M1) Hourly Rate: See Table above

Staff members in this labor category provide day-to-day consulting and management for contracted projects within Esri. These individuals work under the guidance of senior Esri managers described herein and support the design and implementation of project work plans. These staff members may provide consulting services and design and management support to software application development projects and database conversion projects. They may also conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using standard engineering diagramming methodologies, design software and database QA/QC programs, and provide management oversight of daily technical activities. These staff members work with senior consulting and technical staff to design comprehensive work plans that employ standard system methodologies that define project deliverables, milestones, and realistic schedules. These individuals work with Esri administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

Senior GIS Consultant/Project Manager (M2) Hourly Rate: See Table above

Staff members in this labor category work as project managers or project advisers, providing strategic consulting and project management activities for GIS and information technology (IT) projects. These staff members have market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars development, requirements definition, application and database design, and system integration. Management activities may include defining project requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These individuals may also design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules.

Principal GIS Consultant/Program Manager (M3) Hourly Rate: See Table above

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and IT projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and

oversight of requirements definitions, application and database design, and system integration. Management activities may include defining program requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. Staff members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support successful project completion.

GIS Database Specialist/Analyst (DB)

Hourly Rate: See Table above

Staff members in this labor category provide database development support in creating cartographic and digital data products. These staff members have expertise that includes the performance of hard copy to digital data conversion tasks, data migration, and translation activities utilizing advanced processing techniques in ArcGIS. These individuals design, develop, and implement efficient production tools and workflows in accordance with approved project plans and design parameters.