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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: October 3, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 8(P)(11)

From: Daniella Levine Cava
Mayor

Subject: Recommendation for Approval of a Designated Purchase for GIS Enterprise Software and Maintenance Support

Resolution No. R-881-23

Summary

This item is for the designated purchase of enterprise software licenses, maintenance, and support services for the County's Geographical Information System (GIS) managed by the Information Technology Department (ITD). The Environmental Systems Research Institute, Inc. (ESRI) GIS technology integrates the County's hardware, software, and data to capture, manage, analyze, and display all forms of geographically referenced information mapping and spatial functionality. The platform currently hosts over 800 departmental applications and 1,866 operational geospatial datasets created and maintained by multiple County departments. It contains more than 20 base maps and 89 imagery layers providing historical County information since 1999.

ESRI's solutions can be found in all County departments servicing day-to-day operational needs such as: supporting the Property Appraiser's annual submission of the Assessment Roll to the Florida Department of Revenue; managing fire hydrant inspections and maintenance for Miami-Dade Fire Rescue (MDFR), WASD, and various municipalities; facilitating successful execution of elections for the Elections Department related to preparation and operational activities; critical support for Emergency Management activations for tropical storms, hurricanes, and special events; helping to ensure compliance with the WASD consent decree; facilitating inspections and compliance with Federal Aviation Administration regulations for the Miami-Dade Aviation Department (MDAD); and sharing over 890 County applications and datasets with citizens through the County's Open Data Hub as part of the County's open government initiative, including over 1.1 million daily hits.

ESRI GIS technology is also integrated with in-house solutions and supports integrations with third-party vendors such as Motorola's CAD 911 system, permitting solutions such as Energov and eBuilder, Hexagon EAMS, WebEOC, Hexagon CAD911, and others. ESRI's technologies are an essential part of the integration and data sharing with municipalities like the City of Miami, Miami Gardens, North Miami-Beach, the Town of Cutler Bay, Doral, and the Town of Medley. The platform facilitates integration with neighboring counties' geospatial data for the implementation of the NexGen CAD911 solution.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this request for a designated purchase pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code, by a two-thirds vote of the Board members present, under *Contract No. BW8207-2/12, GIS Enterprise Software and Maintenance Support*, for ITD. Through the approval of Amendment No. 8, the department is requesting to extend the contract for five years with $10,352,000 in additional expenditure authority. The Amendment includes the option to renew the contract for two additional one-year periods, which will require Board approval before they are exercised.

The Small Business Development Division reviewed this project pursuant to Implementing Order 3-41 for measures. Five Small Business Enterprise (SBE) firms certified in the applicable work description

code were contacted through the Verification of Availability process; however, none responded as being able to provide the requested services.

Background

This contract was originally established by the Board through Resolution No. R-684-07. The term of the contract was later amended under Resolution Nos. R-469-12 and R-993-18. Competition is not practicable as ESRI is the proprietary owner and developer of the ESRI GIS software that the County has been using for over 30 years. There is no other vendor authorized or capable of providing the maintenance and support services the County needs. ESRI is the GIS industry pioneer and proven leader in federal, state and local government markets. Furthermore, extending the contract versus drafting a new non-competitive agreement is more beneficial to the County as the current contract includes two concessions from ESRI which will be grandfathered into the extension:

1) The County acts as a service bureau for municipalities with under 50,000 residents, wherein the County serves as the licensor of the software and receives revenue from the municipality that engages the County for GIS services. The municipalities benefit greatly whereas they do not typically have the resources to develop these services and consulting services can be very costly for a municipality to maintain; and
2) The County can deploy as many licenses as needed for the products covered by the End User License Agreement (EULA) and the County would only pay for the increase at renewal time. If the County were to replace our existing contract with a new agreement there is a high risk the aforementioned grandfathered terms would not be available.

Finally, a new contract would include new terms and conditions that might not be as beneficial to the County as the terms and conditions included in the existing contract.

Since 2001, the County has invested in the implementation, customization, upgrades, maintenance, and support of ESRI GIS technology. Replacing the existing solution is estimated to cost over $30,000,000, and purchasing a new solution would also entail installing and integrating a new application, re-coding interfaces to the County's existing systems, and re-training users on the new system's interfaces and functionality.

Accordingly, it is in the County's best interest to approve this designated purchase pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code to allow ITD to continue purchasing enterprise licensing, software, ongoing maintenance and support, professional services, and the continued adaptation and expansion of the ESRI technology platform for the County's GIS.

Pursuant to Resolution R-391-17, while competition is not feasible, the contract contains all current Board mandated terms.

Scope

The impact of this item is countywide in nature.

Delegated Authority

In accordance with Section 2-8.3 of the County Code related to identifying delegation of Board authority, the resolution grants the County Mayor or County Mayor's designee authority to execute Agreement No. 8 and exercise all the provisions contained therein. The two, one-year option to renew terms will be subject to subsequent Board approval.

Fiscal Impact/Funding Source

The contract has a current cumulative allocation of $18,259,200 for 16 years and four months and expires on October 31, 2023. If this request is approved, the contract will have a modified cumulative allocation of $28,611,200 and will expire on October 31, 2028. The requested increase in expenditure authority is based on the proposed new agreement for the five-year extension in the amount $10,352,000. There are several factors impacting the price increase for services in this extension, specifically: organic growth in software deployment over the previous five years, the addition of new technology in the proposed new EULA, a roll-in of a professional services subscription that was previously subscribed to outside of the EULA, an increase in ESRI Professional Services labor rates, and an increase in software maintenance costs since 2018.

Department	Existing Cumulative Allocation	Additional Allocation Requested	Modified Cumulative Allocation	Funding Source	Contract Manager
ITD	$18,259,200	$10,352,000	$28,611,200	Internal Service Funds	Julian Manduley
Total	**$18,259,200**	**$10,352,000**	**$28,611,200**		

Track Record/Monitor

Angela Mathews-Tranumn of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Awarded Vendor

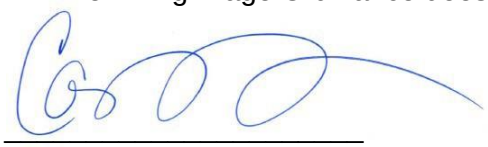
Vendor	Principal Address	Local Address	Principal
Environmental Systems Research Institute, Inc.	380 New York Street Redlands, CA	None	Jack P. Dangermond

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and review of performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists referenced include convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program applies.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage Ordinance does not apply.



Carladenise Edwards
Chief Administrative Officer

MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: October 3, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(11)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
_____	**No committee review**
✓	**Applicable legislation requires more than a majority vote (i.e., 2/3's present ✓, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**
✓	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(11)
10-3-23

RESOLUTION NO. R-881-23

RESOLUTION AUTHORIZING DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; APPROVING AMENDMENT NO. 8 TO CONTRACT NO. BW8207-2/12 FOR GIS ENTERPRISE SOFTWARE AND MAINTENANCE SUPPORT FOR THE INFORMATION TECHNOLOGY DEPARTMENT TO EXTEND THE CONTRACT FOR FIVE YEARS WITH ADDITIONAL EXPENDITURE AUTHORITY OF $10,352,000.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN EXCEPT EXERCISE OF OPTION-TO-RENEW TERMS WHICH WILL BE SUBJECT TO BOARD APPROVAL

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board finds it is in the best interest of Miami-Dade County to approve Amendment No. 8 to Contract No. BW8207-2/12 for GIS Enterprise Software and Maintenance Support, in substantially the form attached hereto and made a part hereof, for the Information Technology Department to extend the contract for five years with additional expenditure authority of $10,352,000.00, pursuant to section 2-8.1(b)(3) of the County Code, by a two-thirds vote of the Board Members present.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the agreement and exercise all provisions contained therein except for the exercise of the option-to-renew terms which will be subject to Board approval. A copy of the original contract is available upon request from the Strategic Procurement Department.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez**, who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	**aye**		
Anthony Rodríguez, Vice Chairman	**aye**		
Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**absent**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of October, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eduardo W. Gonzalez

AMENDMENT NO. 8

Contract Number: **BW8207-2/12 (Executed on June 26, 2007)**

Contract Title: **ESRI GIS Enterprise Software and Maintenance Support**

Contractor: **Environmental Systems Research Institute, Inc.**
380 New York Street
Redlands, California 92373

This Amendment No. 8, when properly executed, becomes a part of the Esri GIS Enterprise Software and Maintenance Support Agreement dated June 26, 2007, and all prior amendments thereto, by and between Environmental Systems Research Institute, Inc. (**"Esri"**) and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (**"County"**), denominated as Contract No. BW8207-2/12 [Esri # 00127395.0, (formerly 2006ELA857)] (the **"Contract"**). Amendment No. 8 is effective upon execution and sets forth the terms and conditions that are in addition to and/or modify those terms and conditions set forth in the Contract. In case of any conflict between the Contract and this Amendment No. 8, the terms and conditions of this Amendment No.8 shall control. Except as otherwise modified herein, all terms and conditions of the Contract shall remain in force and effect.

Whereas the County wishes to extend the term of the Contract, and revise the expiration date of the Contract in accordance with this Amendment No. 8; and,

Whereas the County wishes to revise/replace Appendices, Exhibits, terms, and pricing in accordance with this Amendment No. 8.

Now therefore, the County and Esri agree as follows:

1. **Article 5. Contract Term.** The following new paragraph is added to the end of Article 5:

   "This Contract is extended for an additional five year period beginning on November 1, 2023, and expiring on October 31, 2028; and includes the option to renew it further for two (2) additional one year periods via Optional Year 6 and Optional Year 7 respectively."

2. **Article 7. Payment/Amount Obligated.** The following new paragraphs are added to the end of Article 7:

   "For the extended period beginning November 1, 2023 through October 31, 2028, the compensation for all Enterprise License Software under this Contract shall not exceed the total sum of $10,352,000.00 U.S. dollars in accordance with Article 8 below.

   For Optional Year 6 beginning on November 1, 2028 through October 31, 2029, the compensation for all Enterprise License Software under this Contract shall not exceed the total sum of $2,663,000.00 U.S. dollars in accordance with Article 8 below.

   For Optional Year 7 beginning on November 1, 2029 through October 31, 2030, the compensation for all Enterprise License Software under this Contract shall not exceed the total sum of $3,048,500.00 U.S. dollars in accordance with Article 8 below."

3. **Article 8. Pricing.** The following new paragraph and table are added to the end of Article 8:

   "For the extended period beginning November 1, 2023 through October 31, 2028, plus Optional Years 6 and 7 respectively, Esri has agreed to provide the Enterprise License Software and ELA Maintenance for a not to exceed total amount of $16,063,500.00 U.S. dollars as outlined in the table below and in Appendix C."

	Year 1	Year 2	Year 3	Year 4	Year 5	5 Year Total Fee
EA Fee	$1,704,000	$1,904,000	$2,104,000	$2,320,000	$2,320,000	$10,352,000

	Optional Year 6	Optional Year 7	TOTAL FEE
Annual EA Fee – Optional Years*	$2,663,000	$3,048,500	$5,711,500

* To exercise an Optional Year, County will provide written notice to Esri Customer Service sixty (60) days prior to the end of the then-current ELA year. Optional Year 6 must be exercised in order for Optional Year 7 to be subsequently exercised.

4. **Article 42. Acceptance for Professional Services** is deleted in its entirety and replaced by the following: -

"a. **For Firm Fixed Price Scope(s) of Service.** Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:

1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Scope of Service with no more than minor nonconformities.
2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Scope of Service but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Scope of Service. Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

For Time and Materials Scope(s) of Service. Professional Services are provided strictly on a time and materials basis subject to the Scope of Service not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Scope of Service will not be subject to acceptance testing."

5. **Exhibit B**, "Time and Materials Rate Schedule" of the Contract is replaced in its entirety by the attached Exhibit B, "Time and Materials Rate Schedule," which is valid from November 1, 2023 through October 31, 2030.

6. **Appendix A,** "Scope of Use" (E300 02/25/2015) found in Amendment 5 of the Contract is replaced in its entirety by the attached Appendix A, "Scope of Use (E300)," which is valid from November 1, 2023 through October 31, 2028; plus Optional Year 6 and Optional Year 7 (if exercised).

7. **Appendix B**, "Software and Deployment Schedule" of the Contract is replaced in its entirety by the attached Appendix B, "Software and Deployment Schedule," which is valid from November 1, 2023 through October 31, 2028; plus Optional Year 6 and Optional Year 7 (if exercised).

8. **Appendix C**, "Enterprise License Fee Schedule" of the Contract is replaced in its entirety by the attached Appendix C, "Enterprise License Fee Schedule," which is valid from November 1, 2023 through October 31, 2028; plus Optional Year 6 and Optional Year 7 (if exercised).

9. **Appendix E**, "ELA Points of Contact" of the Contract is replaced in its entirety by the attached **Appendix E,** "EA Points of Contract."

10. **Appendix G**, "Enterprise Advantage Program Agreement (E125)" of the Contract is deleted in its entirety and replaced by the attached **Appendix G**, "Advantage Program Agreement." In addition, all references in the Contract to "Enterprise Advantage Program" shall be read to mean "Advantage Program."

11. **Appendix H**, "Training Terms and Conditions," of the Contract is deleted in its entirety and replaced by the attached **Appendix H**, "Training Terms and Conditions."

12. **Appendix J,** "MPA Price List – E417-2Q2018," of the Contract and Article 1.3 "Licenses for Municipalities" of the Enterprise Agreement Terms and Conditions are both deleted in their entirety. Article 1.4 Public Access Applications is renumbered Article 1.3 Public Access Applications; Article 1.5 Evaluation License is renumbered Article 1.4 Evaluation License; and Article 1.6 Consultant Access is renumbered Article 1.5 Consultant Access.

13. Update the Esri Contract number from 2006ELA857 to 00127395.0, to reflect Esri's new contract management system number.

Accepted and agreed:

Environmental Systems Research Institute, Inc.	**Miami-Dade County**
By: _____	By: _____
Name: Timothy Brazeal	Name: _____
Title: Manager, Comm. & Gov't Contracts	Title: _____
Date: 8 August 2023	Date: _____
Attest: See attached, per CA State Law. Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
	_____ Assistant County Attorney

CALIFORNIA JURAT **GOVERNMENT CODE § 8202**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

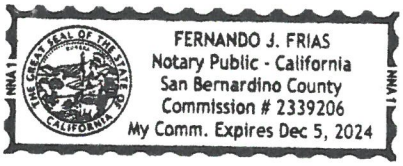
Subscribed and sworn to (or affirmed) before me on

this 8 day of August, 20 23, by
Date *Month* *Year*

(1) Timothy Brazeal

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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EXHIBIT B

TIME AND MATERIAL RATE SCHEDULE

Valid for the period from November 1, 2023 through October 31, 2030

The not to exceed hourly time and materials labor rates provided below for each labor category are to cover the period from November 1, 2023 through October 31, 2030. Other direct costs, such as reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced. Travel expenses will be billed at cost.

Technology Consultant/Engineer (S1)
Staff members in this labor category provide day-to-day technology consulting, troubleshooting, and engineering services on many aspects of project implementation. These projects include COTS software configuration, custom software development, database consulting, training development and delivery, technical documentation, and other technology consulting and engineering services. Individuals in this category have specialized skills and experience with a variety of technologies that can be applied to a broad spectrum of assignments.

Senior Technology Consultant/Engineer (S2)
Staff members in this labor category provide strategic technology consulting and engineering services across project implementation. These staff may provide technical leadership services, architecture and design services, as well as training development and delivery for small to moderately complex solutions. Individuals in this category have higher-level specialized skills and experience with a variety of technologies that can be applied to a broad spectrum of assignments.

Principal Technology Consultant/Engineer (S3)
Staff members in this labor category work as technical leads and/or senior technical advisers, providing technology vision, solution architecture, and strategic technology consulting for projects of all sizes and scopes. These staff may provide strategic technology design & planning, oversight of technical implementation activities, solution architecture and database design, system integration, and other technology training, consulting, and engineering services. Individuals in this category have advanced, diverse, and specialized skills and experience with a variety of technologies that can be applied to a broad spectrum of complex assignments. Staff members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support a successful project completion.

Consultant/Project Manager (M1)
Staff members in this labor category provide day-to-day consulting for and management of many aspects of GIS and related technology projects. The scope of these projects may include database development and administration, training, technical support, business process design and development, definition of work plans, project management of technical and contractual deliverables, and ad hoc consulting. For complex projects, these individuals may team with senior staff to develop comprehensive work plans that address risk, schedule, and budget management and provide the framework for project implementation.

Senior Consultant/Project Manager (M2)
Staff members in this labor category provide strategic consulting and management services for complex GIS and related technology projects. These staff members have market/application domain expertise with extensive experience in various technologies required to support the successful completion of a project. Consulting activities may include strategic planning, implementation of change management methodologies and system integration, and training, as well as project management oversight of project deliverables and subcontractors. These individuals may also design comprehensive work plans that address risk, schedule, and budget management and provide the framework for project implementation.

Principal Consultant/Program Manager (M3)
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 related technology projects. Consulting activities may include strategic planning, oversight of requirements definitions, application and database design, system

integration, curriculum development and help desk system architecture. Management activities may include providing oversight on defining program requirements and objectives, establishing budgets and schedules, as well as allocating staff and other resourcing activities.

Technology Support Specialist (DB)
Staff members in this labor category work in professional entry-level roles to support definable activities of larger technology projects. Working with technical and management leads and mentors, these staff provide support to technology projects as assigned.

GIS Utility Data Processor and Field Technician (Subcontractor)
Staff members in this labor category are Esri subcontractors who provide on-site utility database development support to create cartographic and digital data products, conduct field inventory, and update the GIS based on the results of the inventory. Areas of expertise include performing utility source document preparation, data coding/attribution, data conversion and migration, editing, QA/QC, database creation tasks utilizing ArcGIS, and GPS field data collection. This rate requires on-site durations of at least 6 consecutive months.

The categories and rates below are for dedicated Esri onsite resources where the employee is stationed at the client's facility for durations of 6 consecutive months or greater. All other qualifications listed in the opening paragraph of this Exhibit B document, as well as the descriptions of each category, apply to these as well.

Rates by Labor Category

Labor Category	Nov 1, 2023 thru Oct. 31, 2030	Onsite Rates
Senior GIS Consultant/Project Manager (M2)	$524	
GIS Consultant/Project Manager (M1)	$418	$334
Senior GIS System/Software Architect (S3)	$547	$438
GIS System/Software Developer (S2)	$445	$356
GIS Technical Specialist/Engineer (S1)	$345	$276
GIS Database Specialist/Analyst (DB)	$288	
Data Processor (DP)	$220	
GIS Utility Data Processor and Field Technician (Sub)	$159	

APPENDIX A
SCOPE OF USE (E300)

ADDENDUM 1
SOFTWARE TERMS OF USE
(E300-1)

This Software Terms of Use Addendum ("Addendum 1") sets forth the terms of Licensee's use of Software and includes the Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/software-license (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 1 takes precedence over conflicting General License Terms and Conditions of the License Agreement.

SECTION 1-DEFINITIONS

Software may be offered under the following license types as set forth in the applicable sales quotation, purchase order, or other document identifying the Software that Licensee orders: -

1. "Commercial App Deployment License" means a license to distribute Value-Added Applications to third parties for a fee.
2. "Concurrent Use License" means a license to install and use the Software on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
3. "Deployment License" means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Licensee's end users.
4. "Deployment Server License" means a full use license that authorizes Licensee to install and use the Software for all uses permitted in the License Agreement and as described in the Documentation.
5. "Development Server License" means a license that authorizes Licensee to install and use the Software to build and test Value-Added Applications as described in the Documentation.
6. "Development Use" means the right to install and use the Software to build and test Value-Added Applications as described in the Documentation.
7. "Dual Use License" means the right to install Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.
8. "Esri Client Software" means ArcGIS Runtime apps, ArcGIS for Desktop, and ArcGIS API for Flex apps.
9. "Esri Content Package" means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online Basemap Services.
10. "Failover License" means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
11. "Named User" means Licensee's employee, agent, consultant or contractor to whom Licensee has assigned a unique, secure named user login credential that enables access to the Software that requires such credential in order to use credential-managed capabilities within the Software for Licensee's exclusive benefit. For educational use, Named Users may include registered students.
12. "Personal Use" means personal, noncommercial use by an individual User. Personal Use excludes use for the benefit of any third party, including commercial, educational, governmental or non-profit entities.
13. "Redistribution License" means a license to reproduce and distribute Software provided that:

    a. Licensee reproduces and distributes the Software in its entirety;
    b. A license agreement that protects the Software to the same extent as the License Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the

license agreement;
c. Licensee reproduces all copyright and trademark attributions and notices; and
d. Licensee does not charge a fee to others for the use of the Software.

14. "Server License" means a license to install and use Software on a server computer. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.

15. "Single Use License" means a license that allows Licensee to permit a single authorized end user to install and use the Software on a single computer for use by that end *user* on the computer on which the Software is installed. Licensee may permit the single authorized end user to install a second copy for end user's exclusive use on a second computer as long as only one (1) copy of Software is in use at any time. No other end user may use the Software under the same license at the same time for any other purpose.

16. "Staging Server License" means a license that authorizes Licensee to install and use the Software for the following purposes: building and testing Value-Added Applications and map caches; conducting user acceptance testing, performance testing, and load testing of other third-party software; staging new commercial data updates; and training activities as described in the Documentation. Value-Added Applications and map caches can be used with Development and Deployment Servers.

17. "Term License" means a license or access provided for use of the Software for a limited time period ("Term") or on a subscription or transaction basis.

18. "Perpetual License" means a license to use a version of the Software, for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Licensee as authorized under this Contract.

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SECTION 4-TERMS OF USE

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4. Move Software in the licensed configuration to a replacement computer;
5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to

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ADDENDUM 2
DATA TERMS OF USE (E300-2)

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/software-license (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 2 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. For Data licensed through a subscription, Licensee may cancel the subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification.

SECTION 1-GENERAL RESTRICTIONS ON USE OF DATA

In addition to the restrictions set forth in Article 4.2 of the License Agreement, the following restrictions apply to use of Data by Licensee and Licensee's end users (collectively, "Users"). Any use of Data that is not expressly authorized in Section 2 or elsewhere in the License Agreement is strictly prohibited.

ARTICLE 1–DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 2:

a. "Business Listing Data" means any dataset that includes a list of businesses and may include other associated business attributes.
b. "Esri Content Package(s)" means a digital file containing Online Services basemap Data extracted from the Online Services.
c. "Street Data" means Data that includes or depicts information about roads, streets, and related features.

ARTICLE 2–USES AND RESTRICTIONS

2.1 Permitted Uses.

a. Unless otherwise authorized in writing, Licensee may only use Data with the Software for which Esri has provided the Data.
b. Licensee may create representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups); and use and include such representations of Data in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Software to third parties subject to restrictions set forth in the License Agreement, provided that Licensee affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.
c. Licensee may take Online Services basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Licensee may not otherwise scrape, download, or store Data.
d. Licensee may make any internal use of geocoded results that are obtained and stored in compliance with the License Agreement. Licensee may not redistribute geocoded results except to (i) use and/or display on a map in connection with Licensee's public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Licensee's business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.

2.2 Use Restrictions.

a. Licensee may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
b. Licensee may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party other than as allowed by Section 2.1.d.
c. *Business Listing Data.* Unless authorized in writing, Licensee may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
d. *Street Data.* Licensee may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Licensee may not use Street Data for
    1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
    2. Synchronized multivehicle routing; or
    3. Synchronized route optimization.
e. *Business Analyst Data.* Licensee may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Licensee may not otherwise cache or download such Data.
f. *Partial Dataset Licenses:* If Licensee orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Licensee may use only the licensed subset, not any other portion of the full dataset.
g. *Michael Bauer Research International Boundaries Data ("MBR Data").* Licensee's right to use data downloaded to Licensee's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

SECTION 2-TERMS OF USE FOR SPECIFIC DATA

Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Licensee. These terms supplement and amend the terms of the License Agreement and are available at www.esri.com/legal/third-party-data.

ADDENDUM 3
ONLINE SERVICES ADDENDUM (E300-3)

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing license agreement, if any, or the License Agreement found at http://www.esri.com/legal/software-license (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to update the terms from time to time. Section 1 of this Addendum 3 contains terms applicable to all Online Services; Section 2 contains common terms applicable to specific Online Services.

SECTION 1-COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1-DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3: -

a. "Anonymous Users" means all who have public access (i.e., without having to provide a Named User Credential) to any part of the Licensee's Content or Value- Added Applications, which Licensee has published through the use of the Sharing Tools, included with Licensee's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.
b. "API" means application programming interface.
c. "App Login Credential" means a system-generated application login and associated password, provided when registering a Value-Added Application with Online Services, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
d. "ArcGIS Website" means http://www.arcgis.com and any related or successor websites.
e. "Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
f. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
g. "Licensee's Content" means any Content that Licensee, a Licensee's Named User, or any other user submits to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any Value-Added Applications Licensee builds with Developer Tools and deploys with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Software improvements that Licensee provides to Esri.
h. "Malicious Code" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.
i. "Named User(s)" is Licensee's employee, agent, consultant, or contractor to whom Licensee has assigned a unique, secure login credential (identity) enabling access to Software that requires such identity in order to access identity-managed capabilities within the Software for Licensee's exclusive benefit. For educational use, Named Users may include registered students.
j. "Named User Credential(s)" means an individual person's login and associated password enabling that person to access and use Software.
k. "Named User License" means the right for a single Named User to use specific Software or Online Services.
l. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services, and Developer Tools and excluding Content provided by third parties that Licensee accesses through Online Services.
m. "Online Services Subscription" means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
n. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.

o. "Service Credit(s)" means a unit of exchange for consumption of services that can be used with an Online Services Subscription.
p. "Sharing Tools" means publishing capabilities included with Licensee's authorized use of Online Services or ArcGIS Enterprise that allow Licensee to make Licensee's Content and Value-Added Applications available to third parties or Anonymous Users.
q. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any So ware, Data, or Online Services.
r. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

ARTICLE 2-USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

2.2 Provision of Subscription Online Services. For subscription Online Services, Esri will: -
a. Provide Online Services to Licensee in accordance with the Documentation;
b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

2.3 Licensee's Responsibilities.
a. Licensee shall be responsible for Named Users' compliance with this Agreement. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services.
b. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that is provided that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security regarding Online Services.
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Application(s). Licensee may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription. Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services, content, or data that has been published for shared access through the use of Sharing Tools included with Licensee's authorized use of Software or Online Services.

2.4 Prohibited Uses of the Online Services.
In addition to the prohibited uses or except as provided under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services in a manner that creates or transmits spam, spoofings, or phishing email or offensive, hate-related or defamatory material; or stalks or makes threats of physical harm; (iii) use Online Services to store or transmit software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Content with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically collect or scrape (screen or web scraping) Content from Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in communication with any in-vehicle navigation system installed in a vehicle (this does not include portable navigation devices) or that provides real-time, dynamic routing to any device (for instance, these services may not be used to alert a user about upcoming maneuvers such as warning of an upcoming tum or to calculate an alternate route if a turn is missed); or (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services. Licensee shall not use Online Services to (a) infringe or misappropriate the rights of any third party; (b) process, store, transmit, or enable access to any information, data, or technology controlled for export under the International Traffic in Arms (ITAR) regulations; (c) violate any law or regulation; (d) store or process Content online that is unclassified controlled technical information (UCTI) under DFARS 204.73, or is protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA); (e) probe, scan, or test the vulnerability of the Online Services or to breach any security or authentication measures used by the Online Services without written approval from Esri's Product Security Officer; or (f) benchmark the availability, performance, or functionality of Online Services. Licensee is responsible for any fines, penalties, or claims against Esri, including reasonable attorneys' fees, arising out of Licensee's noncompliance with any of the foregoing prohibitions.

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ARTICLE 3-TERM AND TERMINATION

The following supplements Article 5 -Term and Termination of the License Agreement: -

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3.2 Subscription Rate Changes. Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one(1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

3.3 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Licensee's access to Online Services. Esri may not be able to provide advance notice of such interruptions.

3.4 Service Suspension. Esri shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee materially breaches the License Agreement and fails to timely cure the breach; (b) if Licensee exceeds usage limits and fails to purchase additional license capacity sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (c) if Esri reasonably believes that Licensee's use of Online Service(s) will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Online Service(s); (d) if Esri and its licensors may incur liability by not suspending Licensee's account; (e) for scheduled maintenance; (f) to enjoin a threat or attack on Online Service(s); or (g) if Online Services (or portions thereof) become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Licensee of any Online Service(s) suspension beforehand and give Licensee reasonable opportunity to take remedial action.

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ARTICLE 5-LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS

Esri may establish limits on the Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service Credit consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri will notify Licensee's account administrator if Licensee's Service Credit consumption reaches or exceeds one hundred percent (I 00%). If Licensee's account exceeds one hundred percent (I 00%) of the available Service Credits, Licensee may continue to access its account; however, Licensee's access to services that consume Service Credits will be suspended. Licensee's access to the services that consume Service Credits will be restored immediately upon the completion of Licensee's purchase of additional Service Credits.

ARTICLE 6-ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

6.1 Online Content. ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

6.2 Third-Party Content and Websites. Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is,* without warranty, and at Licensee's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

SECTION 2-TERMS OF USE FOR SPECIFIC ONLINE SERVICES

Esri publishes Online Services Subscription-specific terms of use at https://www.esri.com/legal/scope-of-use.

ADDENDUM 4
LIMITED USE PROGRAMS
(E300-4)

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the Licensee's existing license agreement, if any, or the License Agreement found at http://www.esri.com/legal/software-license (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

• Educational Programs (1)	• Trial, Evaluation, and Beta Programs (3)
• Grant Programs (2)	• Other Esri Limited Use Programs (4)

Notes

1. *Educational Programs:* Licensee agrees to use Software provided under an educational program solely for educational purposes during the educational use Term. Licensee shall not use Software for any Administrative Use unless Licensee has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Licensee shall not use Software for revenue-generating or for-profit purposes.

2. *Grant Programs:* Licensee may use Software provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Software, Licensee shall not use Software for revenue-generating or for-profit purposes.

3. *Trial, Evaluation, and Beta Programs:* Software acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Software do not qualify for Maintenance. If Licensee does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Licensee may lose any Licensee Content and customizations made during the license term. If Licensee does not wish to purchase a license or subscription, Licensee should export such Licensee Content before the license expires.

4. *Other Esri Limited Use Programs:* If Licensee acquires Software under any limited use program not listed above, Licensee's use of the Software may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.

APPENDIX B
SOFTWARE AND DEPLOYMENT SCHEDULE

For the extended period beginning November 1, 2023 through October 31, 2028; plus Optional Year 6 and Optional Year 7 (if exercised), County may Deploy the Enterprise License Software up to the total quantity of licenses indicated below to County.

Table A-1
Enterprise License Software—Uncapped Quantities

Product	Total Qty. to Be Deployed
ArcGIS Desktop: Advanced, Standard, and 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: ArcGIS Enterprise (Advanced and Standard)	Uncapped
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, 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 Monitor	Uncapped
ArcGIS Runtime Advanced	Uncapped
ArcGIS Runtime Analysis Extension	Uncapped
Mapping and Charting Solutions: Esri Production Mapping for Desktop, ArcGIS for Aviation: Airports (Single and Concurrent Use)	Uncapped

Table A-2
Enterprise License Software—Capped Quantities

Product	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
ArcGIS Developer Professional Annual Subscription	-	15	15
ArcGIS Developer Enterprise Annual Subscription	-	2	2
ArcGIS Data Interoperability Desktop Extension Concurrent Use (converted from Single Use)	8	0	8
ArcGIS Image Analyst (for use with ArcGIS Pro) Concurrent Use	3	0	3
ArcGIS Image User Type Extension ArcGIS Online	-	2	2
ArcGIS LocateXT Concurrent Use Desktop Extension	-	2	2
ArcGIS Community Analyst Web App Online Annual Subscription	-	15	15
ArcGIS Business Analyst Web App Standard Online Annual Subscription	-	5	5
ArcGIS Business Analyst Web App Advanced Online Bundle Annual Subscription	-	2	2
ArcGIS Insights in ArcGIS Online Annual Subscription	-	25	25
Drone2Map Advanced for ArcGIS Online Annual Subscription	-	4	4
ArcGIS Indoors Maps for ArcGIS Online Annual Subscription	-	1	1
ArcGIS Indoors Spaces for ArcGIS Online Annual Subscription	-	1	1
ArcGIS Indoors Positioning System (IPS) for ArcGIS Online Annual Subscription	-	1	1
ArcGIS Indoors Maps for ArcGIS Enterprise Annual Subscription	-	1	1
ArcGIS Indoors Spaces for ArcGIS Enterprise Annual Subscription	-	1	1
ArcGIS Indoors Positioning System (IPS) for ArcGIS Enterprise Annual Subscription	-	1	1
ArcGIS Urban Suite Annual Subscription	-	15	15
ArcGIS GeoBIM User Type Extension for ArcGIS Online Annual Subscription	-	12	12
ArcGIS Location Sharing User Type Extension for ArcGIS Online Annual Subscription	-	500	500
ArcGIS Navigator for ArcGIS Online Annual Subscription	-	500	500
ArcGIS Online Premium Feature Data Store M2 Annual Subscription	-	1	1
ArcGIS Site Scan Dedicated Year 1 Not to Exceed 50,000 Images	-	1	1
ArcGIS Site Scan Dedicated Year 2 Not to Exceed 100,000 Images	-	1	1
ArcGIS Site Scan Dedicated Years 3 - 5 Not to Exceed 150,000 Images	-	1	1
ArcGIS Image Dedicated Tiled Imagery 1st Server	-	1	1
ArcGIS Image Dedicated Tiled Imagery 2nd Server	-	1	1
ArcGIS Image Dedicated Dynamic Imagery 1st Server	-	1	1

ArcGIS Image Dedicated Autoscaling Reserve	-	2 Units	2 Units
ArcGIS Hub Premium - Unlimited Annual Subscription	-	1	1
ArcGIS Velocity Dedicated US Region Annual Subscription	-	1	1
ArcGIS Roads and Highways Desktop (Concurrent Use) Extension	5	0	5
Street Map Premium Enterprise Full Use Florida with Custom Roads Annual Subscription	-	1	1
ArcGIS GeoAnalytics Server	3	0	3
ArcGIS Workflow Manager Server Advanced	0	2	2
ArcGIS Notebook Server Advanced	-	1	1
ArcGIS Roads and Highways for Server	1	-	1
ArcGIS Insights in ArcGIS Enterprise Annual Subscription	-	25	25
ArcGIS Enterprise Utility Network User Type Extension for ArcGIS Enterprise Annual Subscription	-	25	25
ArcGIS Parcel Fabric User Type Extension for ArcGIS Enterprise Annual Subscription	-	25	25
ArcGIS Workflow Manager User Type Extension for ArcGIS Enterprise Annual Subscription	-	100	100
ArcGIS Trace Network User Type Extension for ArcGIS Enterprise Annual Subscription	-	25	25
ArcGIS Location Sharing User Type for ArcGIS Enterprise Annual Subscription	-	50	50
ArcGIS Mission Server	-	1	1
ArcGIS Mission Manager User Types for ArcGIS Enterprise Annual Subscription	-	25	25
ArcGIS Knowledge Server	-	1	1
Redistricting Online SaaS Annual Subscription	-	6	6

Table A-2 Continued
EA Products—Capped Quantities

Product	Number of Subscriptions	Total Named Users	Annual Credits
ArcGIS Online Organizational Subscription with Surge Licensing - Emergency Management	1	25 Creator	100,000 Total
ArcGIS Enterprise Creator User Type Annual Subscription	N/A	3,000 Creator*	500 credits per user
ArcGIS Online Creator Annual Subscription	1	3,000 Creator*	N/A

* *This Amendment is based on an estimated number of 1000 ArcGIS Online Creators and 1000 ArcGIS Enterprise Creators. You may deploy up to 3000 ArcGIS Online Creators and 3000 ArcGIS Enterprise Creators for use in direct support of the organization, but any increase over the estimated Users will be used to re-value the EA at the time of renewal.*

APPENDIX C
ENTERPRISE LICENSE FEE SCHEDULE

For the extended period beginning November 1, 2023 through October 31, 2028; plus Optional Year 6 and Optional Year 7, the Enterprise License Fee is $16,063,500.00 U.S. dollars. This Enterprise License Fee is in consideration of the EA Products, EA Maintenance, Esri User Conference registrations, Advantage Program, and Premium Support Services.

	Year 1	Year 2	Year 3	Year 4	Year 5	5 Year Total Fee
EA Fee	$1,704,000	$1,904,000	$2,104,000	$2,320,000	$2,320,000	$10,352,000

	Optional Year 6	Optional Year 7	TOTAL FEE
Annual EA Fee – Optional Years*	$2,663,000	$3,048,500	$5,711,500

* To exercise an Optional Year, County will provide written notice to Esri Customer Service sixty (60) days prior to the end of the then-current ELA year. Optional Year 6 must be exercised in order for Optional Year 7 to be subsequently exercised.

Number of Esri International User Conference Registrations per Year	**15**
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	**5**
Number of Sets of Backup Media, if Requested	**2**
Advantage Program (also known as EEAP)** - Three annual subscriptions for Years 1 to 5, and Optional Years 6 and 7 if exercised	**200 Advisor Hours per Year for ITD, 100 Advisor Hours per Year for WASD, 100 Advisor Hours per Year for MIA, 150 Learning and Services Credits per Year for ITD, 100 Learning and Services Credits per Year for WASD, 100 Learning and Services Credits per Year for MIA, 1-day planning session per year for ITD, 1-day planning session per year for WASD, and 1-day planning session per year for MIA**
Premium Support Services - One annual subscription	**Two (2) Authorized Callers and uncapped number of Incidents**

** Unused Learning and Services credits will expire 24 months from their purchase date, or one month after the expiration of the program, whichever is first. Learning and Services credits are a flexible way for the County to receive focused technical enablement support. These credits are not intended for use on project-specific professional services. Any project-related activities requiring Esri Project Services support

will be scoped, budgeted, and scheduled outside of the Advantage Program. Advantage Program is provided in accordance with the terms and conditions of the Advantage Program Agreement.

APPENDIX E
EA 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
   380 New York Street
   Redlands, CA 92373-8100
   Email: service@esri.com
   Phone: 888-377-4575
   Fax: 909-307-3083

2. Esri contact for Tier 2 Support issues:

   MyEsri: https://my.esri.com
   Phone: 909-793-3774 (within the United States only)
   Web: https://support.esri.com

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

   Name: _____
   Email: _____
   Phone: _____
   Fax: _____

4. All invoices to County will be mailed to the address listed below:

   County Office: _____
   Name: _____
   Address: _____
   _____

5. All deliverables to County 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: _____
   _____

APPPENDIX G
ADVANTAGE PROGRAM AGREEMENT

1.0 Definitions:

a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Scope of Service for Services provided under the Advantage Program.
b. **"Advantage Program"** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services or related travel expenses as described below.
e. **"Premium Support Services"** or **"PSS"** means a prioritized incident management and technical support program further described at http://support.esri.com/en/support/premium.
f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

2.0 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

3.0 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: _____
Address: _____
City, State, ZIP: _____
_____
Email: _____
Telephone: _____
Fax: _____

4.0 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

5.0 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

6.0 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a standard burden, and per diem will be determined in accordance with the full daily limits specified on the government General Services Administration (GSA) website at https://www.gsa.gov/. Customer will use Learning and Services Credits for travel and per diem expenses.

7.0 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

8.0 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

9.0 Invoicing

a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

10.0 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

a. Services will end as of the expiration or termination date stated; and
b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Contract, whichever comes first."

APPPENDIX H
TRAINING TERMS AND CONDITIONS

The following additional terms and conditions apply to Training.

1.0 TRAINING

1.1 Definitions.

a. **"Licensee-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Licensee for use in training.
b. **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Licensee student(s) access to Self-Paced E-Learning through the licensee's Learning Management System.
c. **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.
d. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Licensee's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
e. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Licensee site/private class, workshop, or coaching services.
f. **"Esri Training Representative"** means Licensee's primary Esri liaison in organizing private Esri Training Events.
g. **"Student(s)"** means a Licensee employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Licensee is an individual, then Student means Licensee.
h. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
i. **"Esri Mobile Router"** means a service in which Esri will deliver and setup a mobile router at the Licensee's site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
j. **"Learning Management System"** or **"LMS"** shall mean third-party software acquired separately by Licensee that allows Licensee to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to the Licensee's internal employees.
k. **"Training"** means (i) Product training or (ii) related training that Esri provides under this Contract.
l. **"Training Materials"** means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

1.2 Permitted and Prohibited Uses.

a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
b. Licensee may reproduce copies of Training Materials for registered Students.
c. Licensee may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
d. Esri may issue temporary Product authorizations if Licensee has an insufficient number of Products available for Training. Licensee may use such Products as Training Materials under the terms of this Contract. Licensee will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
e. Licensee will retain ownership of any Licensee-Supplied Training Data.

1.3 Esri's Responsibilities.

Esri will: -

a. Provide an instructor qualified to conduct Training;

b. Provide all necessary Training Materials for Student; and
c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Licensee site/Private class and coaching services confirmation is also dependent on receipt of the completed Licensee site training request form.

1.4 Licensee's Responsibilities.

Licensee will: -

a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
e. For classes held at the Licensee-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Contract; and
g. Assume full liability and responsibility for Student attending Training course(s) under this Contract.
h. If the Esri Mobile Lab or Mobile Router is used, Licensee will: -

    1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
    2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
    3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Licensee's possession.

1.5 Student Registration and Training Event Change Policy.

a. Licensee will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
b. A replacement Student must be from the same Licensee organization as the Student being replaced.
c. If Licensee reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Licensee 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
d. If Licensee (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Licensee will be liable for the full Esri Training Event fee.
e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
f. *Termination of Contract.* Students who are currently registered for an Esri Training Event as of the date of termination of this Contract may attend the scheduled Esri Training Event, subject to the terms and conditions of this Contract.

1.6 Invoicing; Prepaid Fees.

a. Esri will invoice Licensee upon completion of the Esri Training Event or on purchase of a Training Pass. On Licensee's request, Esri will invoice in advance for an Esri Training Event.

b. If Licensee is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Licensee has 1 year from the date of the invoice to consume training days. For a multiyear order, training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
c. Training Pass policies and redemption rates are described at https://www.esri.com/training/training-for-organizations/.

This section 1.6 does not apply to Training provided under the Advantage Program.

1.7 Esri E-Learning in the Licensee's Learning Management System

a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf
b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf

1.8 Availability and General Provision of Wireless Service

a. Esri will not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to wireless service interruptions or unavailability.