

Amendment No. 7

Agreement No. 2011ELA7527 (306062)



This Amendment No. 7 is entered into by and between **County of Pinellas, Florida** ("County") and **Environmental Systems Research Institute, Inc.** ("Esri"), and is effective as of April 24, 2020.

WHEREAS, Esri and the County entered into an Enterprise License Agreement ("Agreement") with an effective date of April 24, 2012 ("Effective Date"); and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement an additional five (5) years from April 24, 2020 through April 23, 2025 ("Extension Term") and update applicable terms and appendices at a cost of four million, seven-hundred twenty-five thousand dollars (\$4,725,000).

NOW THEREFORE, the parties agree to the following:

1. Master Agreement 2012MLA7527 is to be deleted. References to Master Agreement 2012MLA7527 will be changed to Master Agreement No. "00279787.0" throughout the Agreement. Moreover, all references to "License Agreement" will now refer to Master Agreement No. 00279787.0 during the Extension Term.
2. Delete Enterprise Advantage Program (EAP) Enterprise License Agreement (ELA) Addendum (E125-ELA) because the Enterprise Advantage Program terms will be incorporated in Master Agreement No. 00271840.0.
3. Section 2.3 Consultant Access in Article 2 – Grant of License is deleted and replaced with the following:

2.3 Consultant Access. Esri grants County the right to permit County's consultants or contractors to use the EA Products exclusively for County's benefit. County 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 County. Access to or use of EA Products by consultants or contractors not exclusively for County 's benefit is prohibited. County may not permit its consultants or contractors to install EA Products on consultant, contractor, or third-party computers or remove EA Products from Customer locations except for the purpose of hosting the EA Products on contractor servers for the benefit of County. 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.
4. Delete and replace Sections 5.1, 5.2, and 5.3 in Article 5 – Ordering, Administrative Procedures, Delivery, and Deployment Report with the following:

5.1 Purchase Orders, Invoicing, Delivery, and Deployment

- a. Esri does not require County to issue purchase orders and will invoice County upon the Effective Date of the ELA and annually thereafter in accordance with the fee schedule set forth in this ELA. County may submit purchase orders in accordance with its own process requirements. If County issues purchase orders, then County will submit its initial purchase order upon execution of this ELA and any subsequent purchase order at least thirty (30) days before the anniversary date. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." Correct, undisputed invoices will be due and payable within forty-five (45) days of invoice. The County may dispute any payments invoiced by Esri in accordance with the County's Invoice Payments Dispute Resolutions Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.
- b. Any purchase orders that County issues will reference, incorporate, and be subject to the terms and conditions of this ELA. Additional or conflicting terms in any purchase orders, invoices, or other documents exchanged during the ordering process, other than the terms of this ELA, Product or Service

descriptions, quantities, pricing, and delivery instructions, are void and of no effect. County will process all orders and deliveries pertaining to this ELA through County's centralized point of contact.

- c. County will include the following information 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 and name of County.
 - (4) On the face of the purchase order, the following printed statement: "Governed by and subject to Enterprise License Agreement No. 2011ELA7527/306062."
- d. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables County to download, operate, or allow access to the ELA Products listed in Appendix A.
- e. Delivery of updates/new versions of ELA 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—ELA 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. Esri may invoice for and County agrees to pay any such sales or use tax associated with receipt of tangible media. Esri acknowledges County's tax-exempt status and will not assess County any tax-related fees so long as County maintains tax-exempt status and provides such documentation to Esri.
- f. County shall track the Deployment status of ELA Products.

5.2 Annual Report of Deployments. At each anniversary date and ninety (90) days prior to the expiration date of this ELA, 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. Delete and replace Esri's points of contact for legal notices in Section 6.2 Legal Notices of Article 6 – Points of Contact; Notices as follows:

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

6. Section 7.1, Term. Unless terminated as provided in within Article 7 of this Agreement, the term of this Agreement is extended an additional five (5) years from April 24, 2020 through April 23, 2025.
7. Add a Section 7.5, Termination for Lack of Funds, that states the following terms:

Termination for Lack of Funds. In the event that sufficient budgeted funds are not available for a new fiscal period ("Lack of Funds"), the County shall notify Esri of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County. Under no circumstances may County deploy additional copies of the ELA Products upon termination of the ELA for Lack of Funds.

- a. County may retain a combination of some or all of the perpetual Deployed ELA 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 ELA Products Deployed as of the termination date;
 - ii. Esri will calculate the aggregate value of ELA 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 ELA from the total ELA Fees paid by County, as set forth on Appendix B, at the date of termination, ("**Remaining Value**");
 - iv. If the Deployed ELA Value is less than or equal to the Remaining Value, County may retain all Deployed perpetual ELA 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 ELA Value is greater than the Remaining Value, County will inform Esri of the quantities of Deployed ELA Products and Rolled-in Software that it will retain at the maintenance version current as of the date of termination, such that the aggregate Products and maintenance does not exceed the Remaining Value. County will uninstall, remove and destroy all Deployed ELA 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, County 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 ELA term.
 - c. Within thirty (30) days of termination of the ELA for Lack of Funds, County will document in writing to Esri the total quantity and type of Products for which County desires to obtain maintenance, if any. Payment of maintenance fees will be effective from the date of the ELA termination.
 - d. County's use of any retained Products and Rolled-In Software following termination of the ELA Agreement will be in accordance with the License Agreement. If at a future date County chooses to renew its Rolled-In Software or any other retained Products, County will be required to pay maintenance retroactive to the date of termination in order to receive the most current version and support.
8. The website links in Section 13.3 Product Obsolescence of Article 13 – Administrative Requirements are deleted and replaced with the following:
- Product Life Cycle Support Status:** <http://support.esri.com/en/content/productlifecycles>
- Product Life Cycle Support Policy:** <http://help.arcgis.com/en/shared/product-lifecycle/ProductLifeCycle.pdf>
9. Delete and replace Section 14.1 in Article 14 – General Provisions with the following:
- 14.1** If there is a conflict among any of the terms and conditions in the various documents, the order of descending precedence will be as follows: (1) Signature Page, (2) Enterprise License Terms and Conditions, (3) License Agreement. If Customer subscribes to the Esri Enterprise Advantage Program (EEAP), the EEAP terms and conditions take precedence over the provisions of this EA with respect to products or services provided under EEAP. 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.
10. Delete and replace Appendix, A Software and Deployment Schedule, with the attached Appendix A Software and Deployment Schedule, which shall supersede and apply during the Extension Term.

- 11. Delete and replace Appendix B, ELA Fee Schedule, with the attached Appendix B, ELA Fee Schedule, which shall supersede and apply during the Extension Term.
- 12. Delete and replace Appendix D, ELA Points of Contact, with the Attached Appendix D, ELA Points of Contact, which shall supersede and apply during the Extension Term.
- 13. Delete and replace Appendix E, Tier 1 Help Desk Authorized Individuals, with the attached Appendix E, Tier 1 Help Desk Individuals, which shall supersede and apply during the Extension Term.

Except as may be specifically modified by this Amendment No. 7, all other terms and conditions of the Agreement and any Amendment(s) or Addendum(s) constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 7 as of the date of the last party to sign below.

COUNTY OF PINELLAS, FLORIDA
 (County)
 400 S. Fort Harrison Ave., Clearwater, FL 33756
 By: Pat Gerard
 Printed Name: Pat Gerard
 Title: Chair, Board of County Commissioners
 Date: April 7, 2020

ENVIRONMENTAL SYSTEMS RESEARCH
 INSTITUTE, INC. (Esri)
 380 New York Street, Redlands, CA 92373-8100
 By: Chris Johnson
 Printed Name: Chris Johnson
Manager, Commercial & Government Contracts
 Title: _____
 Date: 2/18/20

APPROVED AS TO FORM

Jacina Haston
 JACINA HASTON
 OFFICE OF THE COUNTY ATTORNEY

ATTEST: KEN BURKE, CLERK
 By: Jacina Haston
 Deputy Clerk



**APPENDIX A
SOFTWARE AND DEPLOYMENT SCHEDULE**

County may Deploy the Enterprise License Software up to the total quantity of licenses indicated below to Licensees during the term of this Enterprise License Agreement.

**Table A-1
Enterprise License Software – Uncapped Quantities**

| Item | Total Qty./Seats to Be Deployed |
|--|--|
| ArcGIS Desktop (Single and Concurrent Use) | |
| Basic, Standard, and Advanced | <i>Uncapped</i> |
| ArcGIS Desktop Extensions (Single and Concurrent Use) | |
| ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Data Reviewer, ArcGIS Schematics, and ArcGIS Workflow Manager | <i>Uncapped</i> |
| ArcGIS Enterprise (Standard and Advanced) | |
| Enterprise and Workgroup | <i>Uncapped</i> |
| ArcGIS Enterprise Extensions | |
| ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst, ArcGIS Geostatistical Analyst, ArcGIS Schematics, and ArcGIS Workflow Manager | <i>Uncapped</i> |
| ArcGIS Monitor | <i>Uncapped</i> |
| ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server | <i>Uncapped</i> |
| Mapping and Charting Solutions: Esri Production Mapping for Desktop | <i>Uncapped</i> |

**Table A-2
Enterprise License Software – Limited Quantities**

| Item | Rolled-In Qty. (if applicable) | Qty. To Be Deployed | Total |
|---|---------------------------------------|----------------------------|--------------|
| ArcGIS Enterprise Utility Network Extension (Production) | -- | 2 | 2 |
| ArcGIS Enterprise Utility Network Extension (Staging) | -- | 1 | 1 |
| ArcGIS Enterprise GeoAnalytics Server (4-Core Production), available in Year 3 | -- | 2 | 2 |
| CityEngine Advanced | 1 | -- | 1 |
| CityEngine Basic | 4 | -- | 4 |
| ArcGIS Developer Enterprise Single User Annual Subscription | -- | 2^^ | 2 |
| ArcGIS Urban Users*** | -- | 15 | 15 |
| ArcGIS Indoors for buildings totaling up to 800,000 sq ft (Years 1 & 2)*** | -- | 1 | 1 |
| ArcGIS Indoors for buildings totaling up to 2,500,000 sq ft (Years 3 - 5)*** | -- | 1 | 1 |
| StreetMap Premium for ArcGIS Desktop Single Use – Florida – Full Use (includes Display, Geocode, and Route) | -- | 2 | 2 |
| StreetMap Premium for ArcGIS - Cores of Enterprise Server – Florida – Full Use (includes Display, Geocode, and Route) | -- | 8 | 8 |

| Product | Number of Subscriptions | Named Users per Subscription | Annual Credits per Subscription |
|---|--------------------------------|--|---|
| ArcGIS Online Subscription (Organizational) | 1 | 250 Creator 250 Field Worker | 500 annual credits per Creator 250 Annual Credits per Field Worker |
| Community Analyst Web App for ArcGIS Online Named Users | 1 | <u>22</u> | N/A |
| Tracker for ArcGIS for ArcGIS Online Named Users | 1 | <u>30</u> | N/A |
| Navigator for ArcGIS Online Named Users | 1 | <u>Year 1</u> 250 <u>Year 2</u> 300 | - |

| | | | |
|---|---|--|---------|
| | | <u>Years 3 - 5</u> 400 | |
| Drone2Map for ArcGIS Online Named Users | 1 | <u>Years 1 - 2</u> 1 <u>Years 3 - 5</u> 2 | - |
| Insights for ArcGIS Online Named Users | 1 | <u>Years 1 - 5</u> 10 | - |
| ArcGIS Online Named Users for Emergency Management^ with Surge Users (Organizational) | 1 | 10 Creator | 50,000 |
| ArcGIS Hub for populations of less than 1,000,000 | 1 | Unlimited Creator | 125,000 |

| Product | Number of Term Licenses | Named Users |
|---|-------------------------|---|
| ArcGIS Enterprise | 1 | Uncapped Viewer 2,500 Creator |
| Insights for ArcGIS Enterprise Term Named Users | | <u>Year 1</u> 62 <u>Years 2 - 5</u> 72 |

***When commercially available

^ Includes the ability to add an unlimited number of users during activation of the EOC (partial or full) via request to Esri Disaster Response Program at <https://www.esri.com/en-us/disaster-response/form>. When the EOC returns to standard operations, County will have two weeks to return to the original 10 Creator Named Users. Emergency Management applies to earthquakes, flooding, humanitarian, hurricanes, severe weather, and wildfires.

^^Each subscription includes one Esri Developer Summit registration

**APPENDIX B
EA FEE SCHEDULE**

The ELA Fee is \$4,725,000. The ELA Fee is in consideration of the ELA Products, ELA Maintenance, Esri User Conference registrations, Esri Premium Support Services and Esri Enterprise Advantage Program.

| | Year 1 (April 24, 2020 – April 23, 2021) | Year 2 (April 24, 2021 – April 23, 2022) | Year 3 (April 24, 2022 – April 23, 2023) | Year 4 (April 24, 2023 – April 23, 2024) | Year 5 (April 24, 2024 – April 23, 2025) | ELA Fee |
|---------------|--|--|--|--|--|--------------------|
| Fee*** | \$945,000 | \$945,000 | \$945,000 | \$945,000 | \$945,000 | \$4,725,000 |

| | |
|--|--|
| Number of Esri International User Conference Registrations per Year | 25 |
| Number of Esri Southeast User Conference Registrations per Year | 10 |
| Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support | 6 |
| Number of Sets of Backup Media, if Requested | 1 |
| Esri Premium Support Services (PSS) | <ul style="list-style-type: none"> -One annual subscription -Assigned Technical Account Manager -2 authorized PSS callers -24/7/365 incident response & work clock -Prioritized incident management -One hour response tie for all PSS incidents -Premium access to the My Support portal -Quarterly review of PSS incidents & service |
| Esri Enterprise Advantage Program (EEAP)** | <ul style="list-style-type: none"> -One annual subscription -200 Technical Advisor hours -Annual one-day Planning Meeting -Quarterly Technology Webcasts -200 Learning and Service Credits* |
| Term of ELA | Five (5) Years from April 24, 2020 |

*Unused Learning and Service credits will expire 24 months from their purchase date, or one month after the expiration of the program, whichever is first. More information is available at www.esri.com/services/eeap

** Any activities proposed to be completed under the EEAP would be subject to review and approval by Esri to ensure alignment with the intent of the EEAP. Esri will apply a multiple year discount when a commitment is made to a five-year EEAP term. If Pinellas County chooses to renew EEAP for a sixth year, Esri will price that at the corresponding calendar year's list price and offer additional multiple year term discounts based upon that price.

***This EA fee is based on an estimate of 58 ArcGIS Enterprise Creator users initially with growth to an estimated maximum of 288 Creator users over the five year EA term. You may deploy more in direct support of the organization up to the contractual Creator user quantities, but any increase over the estimated users will be used to re-value the EA at renewal.

**(Optional)
Unit-Priced Items**

Licenses and Maintenance for Unit-Priced Items are available at the prices set forth below and are not included in the EA Fee. Pricing is valid for the Extension. Unit-Priced Items will be licensed in accordance with the terms and conditions of the License Agreement.

| Item | Price |
|---|--|
| ArcGIS Urban – Additional Seats | \$2,700 Per Year |
| ArcGIS Indoors – Additional Licensing – Years 1 & 2 | \$0.04 Per Sq. Ft. |
| ArcGIS Indoors – Additional Licensing – Years 3 - 5 | \$0.03 Per Sq. Ft. |
| ArcGIS Navigator – Additional Seats | \$54 Per User Per Year OR \$51 Per User Per Year If Total Seats for the Year is 500 or More |
| ArcGIS Tracker – Additional Seats | \$60 Per User Per Year OR \$54 Per User Per Year If Total Seats for the Year is Between 250 and 500 OR \$51 Per User Per Year If Total Seats for the Year is 500 or More |

County may acquire additional Esri Enterprise Advantage Program Technical Advisor hours and/or Learning and Service Credits at any time during the program at the corresponding calendar year's list pricing shown below:

| Item | 2020 | 2021 | 2022 | 2023 | 2024 |
|---|----------|----------|----------|----------|----------|
| Additional Learning & Service Credits (100) | \$58,000 | \$60,000 | \$62,000 | \$64,000 | \$66,000 |
| Additional Learning & Service Credits (50) | \$29,000 | \$30,000 | \$31,000 | \$32,000 | \$33,000 |
| Additional Technical Advisor Hours (100) | \$25,500 | \$26,300 | \$27,200 | \$28,200 | \$29,200 |

**APPENDIX D
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: <http://my.esri.com>
Phone: 909-793-3774 (within the United States only)
Fax: 909-792-0960
Web: <http://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 (unless otherwise stated on the purchase order):

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: _____

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: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

2. Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

3. Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

4. Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

5. Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

6. Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____