This Amendment No. 4 ("Amendment") is entered into by and between the **Pinellas County, Florida ("County")** and **Environmental Systems Research Institute, Inc.** (hereinafter referred to as "Esri"). Esri and County shall be referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, the Parties entered into an Enterprise License Agreement ("ELA") with an Effective Date of April 24, 2012 ("Agreement"); and

WHEREAS, the Parties desire to amend the Terms and Conditions of the Agreement to renew the Term for an additional four (4) years; and

NOW THEREFORE, the Parties agree to the following:

1. The Preamble on page 1 of the Agreement is deleted in its entirety and replaced with the following:

    This Enterprise License Agreement including the documents listed below (collectively "Agreement" or "ELA") is between Pinellas County ("County"), a political subdivision of the State of Florida, with its main offices located at 400 S. Fort Harrison Avenue, Second Floor, Clearwater, Florida 33756-5113, and Environmental System Research Institute, Inc. ("Esri"), a California corporation authorized to do business in Florida. The ELA begins with an initial term ("Initial Term") with an effective date of April 24, 2012 ("Effective Date") and ends April 23, 2016 and is extended by a Renewal Term with an effective date of April 24, 2016 ("Renewal Effective Date") through April 23, 2020. This Agreement provides for the licensing and Deployment of Esri Software, delivery of ELA maintenance, Esri User Conference registrations, and other additional services specified in Appendix A.

2. The following sentences are incorporated into the end of Section 7.1, Term:

    "The Initial Term of the ELA is four (4) years from April 24, 2012 to April 23, 2016. Unless this ELA is terminated as provided within Article 7 of this Agreement, the ELA Renewal Term is four (4) years from April 24, 2016 through April 23, 2020.
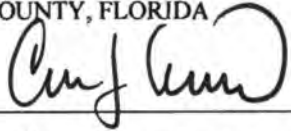
3. APPENDIX A, SOFTWARE AND DEPLOYMENT SCHEDULE, is deleted in its entirety and replaced with the attached 2016—2020 APPENDIX A, SOFTWARE AND DEPLOYMENT SCHEDULE, which is applicable during the Renewal Term and shall supersede any previously issued Appendix A.

4. APPENDIX B, ELA FEE SCHEDULE, is deleted in its entirety and replaced with the attached 2016—2020 APPENDIX B, ELA FEE SCHEDULE that is applicable during the Renewal Term and shall supersede any previously issued Appendix B.

5. APPENDIX C, COMPANY ANNUAL DEPLOYMENT REPORT, is deleted in its entirety and replaced with the attached 2016—2020 Renewal Term APPENDIX C, ANNUAL DEPLOYMENT REPORT that is applicable during the Renewal Term and shall supersede any previously issued Appendix C.

Except as may be specifically modified by this Amendment No. 4, 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. 4 as of the date of the last party to sign below.

ACCEPTED AND AGREED

PINELLAS COUNTY, FLORIDA
(Licensee)

By: _____

Printed Name: Charlie Justice

Title: Commission Chairman

Date: 2/9/16

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
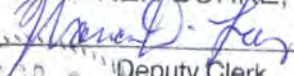(Esri)

By: _____

Printed Name: **Chris Johnson**
Manager, Commercial & Government Contracts

Title: _____

Date: 11/19/15

ATTEST: KEN BURKE, CLERK

By: _____
Deputy Clerk

SEAL

APPROVED AS TO FORM

By: _____
Office of the County Attorney

2016—2020 APPENDIX A
SOFTWARE AND DEPLOYMENT SCHEDULE

Licensee may Deploy the ELA Software up to the total quantity of licenses indicated below to Licensees during the term of this ELA.

Table A-1
Enterprise License Software — Unlimited Quantities

Item	Total Qty./Seats to Be Deployed
ArcGIS for Desktop Products (Single Use or Concurrent Use)	
Basic, Standard, and Advanced	*Unlimited*
ArcGIS for Desktop Extensions (Single Use or 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	*Unlimited*
ArcGIS for Server Products (Basic/Standard/Advanced)	
ArcGIS for Server Workgroup, ArcGIS for Server Enterprise	*Unlimited*
ArcGIS for Server Extensions	
ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst, ArcGIS Geostatistical Analyst, ArcGIS Schematics, ArcGIS Image Extension, and ArcGIS Workflow Manager	*Unlimited*
ArcGIS Engine (Single Use or Concurrent Use)	*Unlimited*
ArcGIS Engine Extensions (Single Use or Concurrent Use)	
ArcGIS 3D Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst	*Unlimited*
ArcGIS Runtime Deployments	*Unlimited*
ArcGIS Runtime Extensions	
ArcGIS 3D Analyst, ArcGIS Network Analyst, and ArcGIS Spatial Analyst	*Unlimited*
Mapping and Charting Solutions – Esri Production Mapping (Single Use or Concurrent Use)	*Unlimited*

Table A-2
Enterprise License Software — Limited Quantities

Item	Rolled-In Qty. (if applicable)	Qty./Seats to Be Deployed	Total
ArcPad annual maintenance	8	n/a	8
ArcGIS GeoEvent Extension for Server Enterprise Production w/annual maintenance	n/a	2 (up to 4 core)	2
ArcGIS GeoEvent Extension for Server Enterprise Staging w/annual maintenance	n/a	2 (up to 4 core)	2
Esri CityEngine Advanced w/annual maintenance	n/a	1	1
Esri CityEngine Basic w/annual maintenance	n/a	4	4

Table A-3
Enterprise License Subscriptions — Limited Quantities

Product	Year 1 2016-2017	Year 2 2017-2018	Year 3 2018-2019	Year 4 2019-2020
ArcGIS Online Annual Subscription	Level 5 500 Named Users 62,500 Service Credits	Level 5 500 Named Users 62,500 Service Credits	Level 5 500 Named Users 62,500 Service Credits	Level 5 500 Named Users 62,500 Service Credits
Esri Community Analyst Subscription (for use with ArcGIS Online)	Level 2 50 Named Users	Level 2 50 Named Users	Level 2 50 Named Users	Level 2 50 Named Users
Esri Development Network (EDN) Subscription	5	5	5	5

2016 -2020 APPENDIX B
ELA FEE SCHEDULE

The Renewal ELA Fee is **$2,420,000.00**. The Renewal ELA Fee is in consideration of the ELA Software, ELA Maintenance, and Esri International User Conference registrations and Esri Enterprise Advantage Program.

	Year 1 2016—2017	Year 2 2017—2018	Year 3 2018-2019	Year 4 2019-2020	Renewal ELA Fee
Software and Maintenance	$ 580,000	$ 600,000	$ 620,000	$ 620,000	$2,420,000
Annual Payments	**$ 580,000**	**$600,000**	**$620,000**	**$620,000**	**$2,420,000**

Number of Esri International User Conference Registrations per Year	Twenty (20)
Number of Tier 2 Support Callers	Twelve (12)
Number of Sets of Backup Media, if Requested	2 (optional)
Renewal Term of ELA	Four (4) years from Renewal Effective Date through April 23, 2020

	Year 1 2016—2017	Year 2 2017—2018	Year 3 2018-2019	Year 4 2019-2020
Esri Enterprise Advantage Program (EEAP)	100 Hours Technical Advisory 1 Day Planning Session Quarterly Webcasts 200 Learning & Service Credits	100 Hours Technical Advisory 1 Day Planning Session Quarterly Webcasts 200 Learning & Service Credits	100 Hours Technical Advisory 1 Day Planning Session Quarterly Webcasts 200 Learning & Service Credits	100 Hours Technical Advisory 1 Day Planning Session Quarterly Webcasts 200 Learning & Service Credits

2016 - 2020 APPENDIX C
ANNUAL DEPLOYMENT REPORT

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

Esri Annual ELA License Deployment Report				
Customer Name	County of Pinellas, Florida			
Customer Number	289069			
Date				
Prepared by				
PRODUCT		Count	PRODUCT	Count
Desktop—Concurrent Use (CU)			ArcGIS for Server	
Desktop—Single Use (SU)			ArcGIS for Server Extensions	
Desktop Extensions			Other	