

This Amendment No. 1 ("Amendment") with an effective date of July 1, 2021 ("Amendment Effective Date") modifies the Enterprise Agreement #333075 ("EA" or "Agreement") between city of **City of Riverside, CA** ("City") and **Environmental Systems Research Institute, Inc. ("Esri")**.

WHEREAS, the Esri and the City entered into the Agreement with an effective date of July 1, 2018 ("EA Effective Date");

Whereas, the EA has an initial term of three (3) years, expiring June 30, 2021 ("Initial EA Term"); and

WHEREAS, the parties desire to renew the term of the EA for an additional three (3) years ("First Renewal Term") as well as update applicable terms and appendices of the Agreement;

NOW THEREFORE, for adequate consideration, the sufficiency of which is hereby acknowledged by the parties, City and Esri agree as follows:

- A. Except for modifications by this Amendment, all terms previously defined in the Agreement shall have the same meaning in this Amendment.
- B. The definition for "License Agreement" found in Article 1—DEFINITIONS is amended by deleting it in its entirety and replacing it with the following definition:

"License Agreement" means the applicable master agreement incorporated by this reference that is entitled *Master Agreement, Products and Services (E204)*; and (i) found at <http://www.esri.com/legal/software-license> as well as also available in the installation process requiring acceptance by electronic acknowledgment, or (ii) a signed license agreement between Esri and Customer that supersedes such electronically acknowledged license agreement.

- C. **Article 7 — TERM, TERMINATION, AND EXPIRATION**, section 7.1, **Term** of the Agreement is amended by deleting it in its entirety and replacing it with the following:

7.1. Term. The Initial EA Term of the EA is from July 1, 2018, through June 30, 2021. Unless this EA is terminated earlier as provided herein, the Agreement will renew for the First Renewal Term for an additional three (3) years with a Renewal Effective Date of July 1, 2021 and an expiration date of June 30, 2024.

- D. **APPENDIX A, PRODUCTS AND DEPLOYMENT SCHEDULE**, is amended to update EA Products City may deploy under this Agreement; therefore, Appendix A is amended by deleting it in its entirety and replacing it with the APPENDIX A, PRODUCTS AND DEPLOYMENT SCHEDULE attached herein which shall become effective on this Amendment's Renewal Effective Date and shall supersede all previously issued A appendices.

- E. **APPENDIX B, EA FEE SCHEDULE**, is amended to update:
 - 1) Annual EA Fee Schedule for the First Renewal Term;
 - 2) Annual Esri International User Conference registrations;
 - 3) Annual Tier 1 Help Desk Callers for Tier 2 Support.

Therefore, Appendix B is amended by deleting it in its entirety and replacing it with the APPENDIX B, EA FEE SCHEDULE attached herein which shall become effective on this Amendment's Renewal Effective Date and shall supersede all previously issued B appendices.

- F. To amend the **APPENDIX D, EA POINTS OF CONTACT**, attached herein is an incomplete Appendix D for use by City to update its list of City Points of Contact for this Agreement. Exhibit 1, attached herein, are the City Points of Contact Esri has on file. If Exhibit 1 requires an update or correction, City should mark the "**YES**" checkbox in the Update Question on Appendix D and then complete the blank Appendix D to provide the current list of City Points of Contact. Changes to Appendix D will become effective on the Amendment Effective Date and shall supersede all previously issued appendices concerning this subject matter. If the City Points of

Contact in Exhibit 1 do not require an update City should check the "NO" checkbox in the Update Question on Appendix D.

Except as specifically modified by this Amendment No. 1, 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 the Agreement. The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date of the last party to sign below.

City of Riverside (City)

Signature: _____
Printed Name: _____
Title: _____
Date: _____

**Environmental Systems Research Institute,
Inc. (Esri)**

Signature: TP
Printed Name: Timothy Brazeal
Title: Manager, Commercial and Government
Date: May 12, 2021

Certified as to Availability of Funds:

By: 
Chief Financial Officer

Approved as to form


Senior Deputy City Attorney

APPENDIX A
PRODUCTS AND DEPLOYMENT SCHEDULE

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

Table A-1
EA Products—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: Enterprise and Workgroup (Advanced and Standard)	Uncapped
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	Uncapped
ArcGIS Engine	Uncapped
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst (single use)	Uncapped
ArcGIS Runtime	Uncapped
ArcGIS Runtime Analysis Extension	Uncapped
Mapping and Charting solutions: Esri Production Mapping for Desktop	Uncapped

Table A-2
EA Products—Capped Quantities

Product	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
ArcGIS Data Interoperability Desktop Extension, single use	2	-	2
ArcGIS Data Interoperability Desktop Extension, concurrent use	1	-	1
ArcGIS GeoEvent Server, Production	1	-	1
ArcGIS Hub Premium, term	-	1	1
ArcGIS Image Analyst (for use w/ArcGIS Pro) Desktop Extension Single Use	-	1	1
ArcGIS LocateXT Desktop Extension Single Use	-	1	1
ArcPad	1	-	-
CityEngine Advanced, single use	3	-	3
Drone2Map for Use with ArcGIS Enterprise, term	-	2	2
GeoPlanner for ArcGIS Online	-	10	10

Insights for ArcGIS for Use with ArcGIS Enterprise	-	15	15
Parcel Fabric User Type Extensions for Enterprise	-	4	4
Utility Network User Type Extensions for Enterprise	-	12	12

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
ArcGIS Developer Subscription, Builder	2	-	-
ArcGIS Enterprise Creator User Type Term Licenses	-	300 Creator	-
ArcGIS Online Subscription, Organizational	1	200 Viewer 400 Creator	200,000

APPENDIX B
EA FEE SCHEDULE

The EA Fee is **\$ 1,200,150** . The EA Fee is in consideration of the EA Products, EA Maintenance, Esri User Conference registrations, and Esri Tier 2 Technical Support.

	Year 1	Year 2	Year 3	EA Fee
Payments	\$ 381,000	\$ 400,050	\$ 419,100	\$ 1,200,150

Number of Esri User Conference Registrations per Year	25
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	14
Term of EA	Three (3) Years (or 36-Months) from Amendment Effective Date

APPENDIX D
EA POINTS OF CONTACT
(to use to update Agreement)

A current list of EA Points of Contact from the Agreement is in Exhibit 1 attached herein. Either party may change its point of contact by written notice to the other party or by utilizing this Appendix D to make necessary changes.

UPDATE QUESTION:

Are changes or updates required to City Points of Contact provided in Exhibit 1? Yes No

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

Name: Ted Cronin
Email: Tcronin@riversideca.gov
Phone: 951-826-2343
Fax: 951-826-5604
Address: 3900 Main Street
Riverside, CA 92522

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

City Office: Innovation and Technology Department
Name: Christen Mitchell
Email: ITAdmin@riversideca.gov
Phone: 951-826-5441
Fax: 951-826-5604
Address: 3900 Main Street
Riverside, CA 92522

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

City Office: Innovation and Technology Department
Name: Ted Cronin
Email: Tcronin@riversideca.gov
Phone: 951-826-2343
Fax: 951-826-5604
Address: 3900 Main Street
Riverside, CA 92522

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

City Office: Innovation and Technology Department

Name: Ted Cronin

Email: Tcronin@riversideca.gov

Phone: 951-826-2343

Fax: 951-826-5604

Address: 3900 Main Street

Riverside, CA 92522

EXHIBIT 1
REVIEW LIST OF EA POINTS
OF CONTACT FOR ERRORS

Review the list of City EA Points of Contact provided in Appendix D of the Agreement. If errors are found use blank Appendix D attached herein and select and mark the "YES" box provided in "UPDATE QUESTION." Use the preceding blank Appendix D to make necessary updates and amend the Agreement with the current EA Points of Contact for the City. If no changes are required select and mark the "NO" box provided in "UPDATE QUESTION" in preceding blank Appendix D.

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

Name: Kenneth Althiser
Email: kalthiser@riversideca.gov
Phone: 951-826-5121
Fax: 951-826-5604

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

Office: Innovation and Technology, Administration
Name: Arlene Yazzie
Email: ayazzie@riversideca.gov
Phone: 951-351-6091
Fax: 951-826-5604

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

Office: Innovation and Technology
Name: Kenneth Althiser
Addr.: 3900 Main St.
Riverside, CA 92522

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

Office: Innovation and Technology
Name: Kenneth Althiser
Addr.: 3900 Main St., Riverside, CA 92522
Fax: 951-826-5604