

Amendment No. 2 Agreement No. 00037026.0



This Amendment No. 2 is entered into by and between **City of San Antonio, TX** (hereinafter referred to as "**City**") and **Environmental Systems Research Institute, Inc.** (hereinafter referred to as "**Esri**").

WHEREAS, Esri and City entered into an Enterprise License Agreement (Esri Agreement No. 00037026.0, formerly no. 332614) with an effective date of October 19, 2018 and end date of October 18, 2021 (hereinafter "Agreement"); and

WHEREAS, the parties agreed to extend the Agreement term for an additional three (3) months from October 19, 2021 through January 18, 2022;

WHEREAS, the parties now desire to amend the Agreement to extend the term for an additional thirty-three (33) months from January 19, 2022 through October 18, 2024 and update applicable language and appendices;

NOW THEREFORE, the parties agree to the following:

1. 7.1 Term. Add the following to the end of the paragraph:

"The term of the EA is hereby extended for an additional thirty-three (33) months commencing from January 19, 2022 through October 18, 2024 unless this EA is terminated earlier as provided in the Agreement."

2. Delete and replace Appendix A Products and Deployment Schedule with the attached Appendix A Products and Deployment Schedule.
3. Delete and replace Appendix B EA Fee Schedule with the attached Appendix B EA Fee Schedule.
4. Delete and replace Appendix D EA Points of Contact with the attached Appendix D EA Points of Contact.

Except as may be specifically modified by this Amendment No. 2, 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. 2 as of the date of the last party to sign below.

ACCEPTED AND AGREED:

CITY OF SAN ANTONIO, TX
(City)


By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By:  _____
Authorized Signature

Printed Name: Timothy Brazeal

Title: Manager, Commercial and Government Contracts

Date: Nov 30, 2021

**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, 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, ArcGIS Tracking Analyst, and ArcGIS Workflow Manager (Single and Concurrent Use)	Uncapped
ArcGIS Enterprise: Enterprise and Workgroup (Advanced and Standard)	Uncapped
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	Uncapped
ArcGIS GIS Server: Advanced, Standard, Basic	Uncapped
ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server	Uncapped
ArcGIS Monitor	Uncapped
Mapping and Charting Solutions: Esri Production Mapping for Desktop, ArcGIS Aviation Airports (Single and Concurrent Use)	Uncapped
Esri CityEngine (Single Use)	Uncapped
ArcGIS Engine	Uncapped
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst	Uncapped
ArcGIS Runtime: (Standard and Advanced)	Uncapped
ArcGIS Runtime Analysis Extension	Uncapped

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

Item	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
ArcGIS Image Analyst (for use with ArcGIS Pro) Desktop Single Use	-	1	1
ArcGIS Locate XT Desktop Concurrent Use	-	1	1
ArcGIS Data Interoperability Desktop Extension Concurrent Use	5	-	5
ArcGIS Business Analyst Desktop U.S. Data Bundle National Dataset License	1	-	1
ArcGIS Data Interoperability Enterprise Extension Perpetual License	1	-	1
ArcGIS Business Analyst Web App Online (Term License)	-	50	50
ArcGIS Insights in ArcGIS Online (Term License)	-	10	10
ArcGIS Navigator for ArcGIS Online (Term License)	-	50	50
Drone2Map for ArcGIS Online (Term License)	-	1	1
ArcGIS Urban Suite (Term License)	-	1	1
Drone2Map for ArcGIS Enterprise (Term License)	-	1	1
ArcGIS Developer Annual Subscription - Professional	-	2	2
ArcGIS Developer Annual Subscription – Enterprise	-	1	1
ArcGIS Hub Premium ArcGIS Online Community (Term License)	-	1	1
ArcGIS Hub Premium Additional Identities Block (1 Block has 1,000 Term Licenses)	-	1	1

Product	Number of Subscriptions	Total Named Users	Total Annual Credits
*ArcGIS Online User Types (Term License)	3	Viewer: 500 Field Worker: 500 Creator: 500	250,000
*ArcGIS Enterprise User Types (Term License)	-	Editor: 150 Field Worker: 300 Creator: 500	-

*The value of this Agreement is based on an estimated maximum use of 300 ArcGIS Online Viewers, 250 Field Workers and 150 Creators; and 100 ArcGIS Enterprise Editors, 200 Field Workers, and 175 Creator User Types. The City of San Antonio may deploy additional User Types with any number above the estimated Users to be considered at renewal.

**APPENDIX B
EA FEE SCHEDULE**

The EA Fee is \$1,856,250. The EA Fee is in consideration of the EA Products, EA Maintenance, Esri User Conference registrations, and Advantage Program.

	*Year 1 January 19, 2022 through October 18, 2022	Year 2 October 19, 2022 through October 18, 2023	Year 3 October 19, 2023 through October 18, 2024	EA Fee
Payments	\$506,250	\$675,000	\$675,000	\$1,856,250

*Note: Year 1 shown pro-rated to 9-month (previous amendment extended 90-days).

Number of Esri User Conference Registrations per Year	20
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	7
Number of Sets of Backup Media, if Requested	2
Advantage Program (AP)	100 Advisor Hours per Year Learning and Services Credits Year 1: 0 Year 2: 50 Year 3: 50
Term of EA	Thirty-Three (33) Months from January 19, 2022 through October 18, 2024

**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: Kevin Goodwin
Email: Kevin.Goodwin@sanantonio.gov
Phone: 210-207-5840
Fax: _____

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

City Office: City of San Antonio
Name: Craig Hopkins
Address: 111 SOLEDAD ST FL 9
SAN ANTONIO, TX, 78205-223

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

City Office: City of San Antonio
Name: Kevin Holmes
Address: 111 SOLEDAD ST FL 9
SAN ANTONIO, TX, 78205-223

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

City Office: City of San Antonio
Name: Kevin Holmes
Address: 111 SOLEDAD ST FL 9
SAN ANTONIO, TX, 78205-223