

This Amendment No. 1 is entered into by and between **Fulton County, Georgia ("County")**, and **Environmental Systems Research Institute, Inc. ("Esri")**.

WHEREAS, the County and Esri (collectively referred to as the "Parties") entered into an Enterprise Agreement with an effective date of 1 April 2022 (hereinafter "Agreement or "EA"); and

WHEREAS, the Parties desire to amend the EA to extend the term for an additional five (5) years; and update applicable language, exhibits, and pricing for the extension period.

NOW THEREFORE, the Parties agree that the above referenced EA is modified as follows:

1. Article 1 Definitions. The existing definitions of "EA Fee," "EA Products" and "Effective Date" are deleted and replaced by the following updated definitions:
 - "EA Fee" means the fee set forth in the EA Fee Schedule contained in the Proposal Letter.
 - "EA Products" means the Products identified in the Proposal Letter, excluding Unit-Priced Items.
 - "Effective Date" means the Effective Date stated in the base EA. From and including this Amendment No. 1 to EA, the Effective Date of any renewals shall be the date specified in the Proposal Letter as the Effective Date, or the date otherwise specified in the renewal document.
2. Article 1 Definitions is revised to add the following new definition:
 - "Proposal Letter" means an offer document that includes, at a minimum, the EA Products and EA Fee and may also include additional Esri Products and Services, which may be attached and incorporated into an Amendment to the EA."
3. Article 5 Ordering, Administrative Procedures, Delivery, and Deployment Report is deleted in its entirety and replaced by the following updated Article 5:

"Article 5-Ordering, Administrative Procedures, Delivery, and Deployment

5.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice the County and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the EA Products. Delivery of updates/new versions of EA Products will be made in the same manner. The County will establish a single point of contact who will be responsible for Deployment. Esri may invoice the EA Fee up to thirty (30) calendar days before (i) the payment dates identified in the Proposal Letter; or (ii) if no payment dates are identified, the annual anniversary date for each year of the EA.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of EA Products if the County fails to pay any undisputed amount owed on or before its due date.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB destination, with shipping charges prepaid by the County. The County acknowledges that should sales or

use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and the County will pay any such applicable sales or use tax associated with the receipt of tangible media.

5.2 Order Requirements. Esri does not require the County to issue a purchase order. The County may submit a purchase order in accordance with its own internal process, provided that if the County issues a purchase order, the County will submit its initial purchase order on the Effective Date. The County will submit subsequent purchase orders to Esri at least thirty (30) calendar days before (i) the payment dates identified in the Proposal Letter; or (ii) if no payment dates are identified, the annual anniversary date for each year of the EA. Any purchase orders that the County issues will reference, incorporate, and be subject to the terms and conditions of the EA. Additional or conflicting terms in any purchase orders, invoices, or other documents exchanged during the ordering process, other than the terms of this EA, Product or Services descriptions, quantities, pricing, and delivery instructions, are void and of no effect.

a. All orders pertaining to this EA will be processed through the County's centralized point of contact on the Proposal Letter. The County can send order processing questions to Customer Service at Esri 380 New York Street Redlands, CA 92373-8100; send emails to service@esri.com; or call Esri at 888-377-4575.

b. The following information will be included in each Ordering Document:

1. Customer name; Esri customer number, if known; and bill-to and ship-to addresses
2. Order number
3. Applicable annual payment due; for Unit-Priced Items, the name of the product and quantity
4. The following printed statement "Governed by and subject to the signed Enterprise Agreement Number 00305150.0."

5.3 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this EA, the County will provide Esri with a written report, in a form acceptable to Esri, detailing all Deployments (each a "Deployment Report"). Upon request, the County will provide records sufficient for Esri to verify the accuracy of the Deployment Report."

4. Article 7. Term, Termination, and Expiration. Subsection 7.1 Term is deleted in its entirety and replaced by the following updated Subsection 7.1:

"**7.1 Term.** This EA and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Proposal Letter, subject to annual appropriations by the Fulton County Board of Commissioners. Except as otherwise authorized in this Section 7, this EA is for the committed duration identified in the Proposal Letter. If the Proposal Letter includes optional years, the County may exercise each optional year by providing written notice to Esri Customer Service sixty (60) calendar days prior to the end of the then-current year. If more than one optional year is identified in the Proposal Letter, then each optional year must be exercised consecutively, or the EA will expire at the end of the then-current year. An optional year may be a duration other than twelve (12) months and will be identified in the Proposal Letter. If the Proposal Letter includes Training Pass days, unused Training Pass days do not rollover to subsequent years and expire at the end of each annual term."

5. Article 7. Term, Termination, and Expiration. Subsection 7.1 Term. For clarification purposes, in this Amendment No. 1 to EA, the term of the EA is being extended for five (5) years from 1 April 2025 through 31 March 2030 per the Proposal Letter (Amendment 1 Extension Term), subject to annual appropriations by the Fulton County Board of Commissioners.

6. A new Article 7.5 Termination for Lack of Funds is added to the EA as follows:

"7.5 Termination for Lack of Funds. For an EA with government or government-owned entities, either party may terminate this EA before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process."

7. Article 8.2 Disclosure of Fees for Unit-Priced Item(s) is deleted in its entirety and replaced by the following updated Article 8.2:

“8.2 Disclosure of Fees for Unit-Priced Items. If Unit-Priced Items are included in the Proposal Letter, Esri gives permission to the County to maintain Unit-Priced Item prices, fees, and discounts on the County's intranet, subject to password protection accessible to Customers, to support potential procurements. Customer shall use no less than the same degree of care to protect this information as it uses to protect its own confidential information or third-party information of similar nature. Customer must include the following notice on information concerning Unit-Priced Item pricing posted on or accessible through Customer intranet that is accessible by Customers and their employees, or on any other web pages that make reference to the EA Fee or Unit-Priced Items, including order forms:

PRICING INFORMATION, INCLUDING APPLICABLE DISCOUNT RATES, CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL AND PROPRIETARY. EXCEPT TO SUPPORT AUTHORIZED LICENSE ACQUISITIONS, RECIPIENT WILL NOT COPY, DISCLOSE TO ANY THIRD PARTY, OR USE ANY PRICING INFORMATION FOR ANY OTHER PURPOSE OR PROGRAM.”

8. Delete and replace both Appendix A Products and Deployment Schedule and Appendix B EA Fee Schedule with the attached Proposal Letter, which is incorporated herein by this reference. Any references in the EA to Appendix A Products and Deployment Schedule and/or Appendix B EA Fee Schedule shall be read from and including this Amendment No. 1 to mean the applicable referenced Proposal Letter.

For clarification purposes, the EA Products and the EA Fee identified in the attached Proposal Letter apply during the Amendment 1 Extension Term.

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Except as may be specifically modified by this Amendment No. 1, all other terms and conditions of the Agreement and any prior 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. 1 as of the date of the last party to sign below.

ACCEPTED AND AGREED:

FULTON COUNTY, GEORGIA
(County)

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Tonya Grier
Clerk to the Commission (Seal)

APPROVE AS TO FORM:

Office of the County Attorney

APPROVE AS TO SUBSTANCE

Kevin Kerrigan
Chief Information Officer

Proposal Letter

11/18/2024

Assistant CIO
Qazi Iqbal
136 Pryor St SW
Atlanta, GA 30303

Dear Qazi:

As a follow-up to our meeting regarding an Enterprise Agreement for Fulton County, I am providing proposed pricing and product rights below.

The Esri Enterprise Agreement (EA) will remain in effect for five (5) years and grant Fulton County access to the Esri products listed below.

Maintenance on all listed software, including maintenance on listed software deployed prior to the Agreement, is included for the term of the EA. This Agreement also includes Licenses that are Annual and will expire at the end of the Agreement.

The agreement will be effective on April 1st, 2025 which will renew the current Agreement without lapse in service and will require a firm five-year commitment.

Although your organization has already deployed a considerable amount of Esri technology, our experience with similar customers indicates there is significant potential to apply GIS in many additional areas within your organization. For these reasons, we believe your organization will greatly benefit from an Enterprise Agreement. An EA offers numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software identified in this proposal and deployed within the organization
- Complete flexibility to deploy software products when and where needed

Proposed payment terms for the EA, developed to reflect your organization's anticipated deployment schedule, are as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Annual EA Fee	\$525,000	\$525,000	\$525,000	\$660,000	\$660,000	\$2,895,000

Esri products and services to which Fulton County, GA will have deployment rights during the term of this agreement include:

EA Products— Uncapped Quantities

Product	Total
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, and ArcGIS Spatial Analyst	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

The Enterprise Agreement also includes:

EA Products—Capped Quantities

ArcGIS Perpetual Products	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
ArcGIS Workflow Manager Server Advanced Up to Four Cores	0	1	1

Annual Subscription Products	Term 1	Term 2	Term 3	Term 4	Term 5
ArcGIS Business Analyst Standard Online Bundle Annual Subscription	15	15	15	20	20
ArcGIS Business Analyst Advanced Online Bundle Annual Subscription	1	1	1	1	1
ArcGIS Hub Premium ArcGIS Online Community Annual Subscription	1	1	1	1	1
ArcGIS Hub Premium Additional 1,000 ArcGIS Online Community Creator Annual Subscription	2	2	2	3	3

User Type Products	Term 1	Term 2	Term 3	Term 4	Term 5
ArcGIS Enterprise	<i>(number of Users per Term)</i>				

ArcGIS Enterprise Professional Plus (formerly Advanced) User Type Annual Subscription	20	20	20	25	25
ArcGIS Data Interoperability for ArcGIS Pro Enterprise Annual Subscription	5	5	5	7	7
ArcGIS Online - Organization Number 6274341449	(total number of Users per Term)				
ArcGIS Online Viewer User Type Annual Subscription	75	75	75	90	90
ArcGIS Online Mobile Worker User Type Annual Subscription (250 credits per user)	75	75	75	90	90
ArcGIS Online Creator User Type Annual Subscription (500 credits per user)	75	75	75	100	100
ArcGIS Online Professional Plus (formerly Advanced) User Type Annual Subscription (500 credits per user)	40	40	40	50	50

The EA also includes the following additional components:

Additional Benefits	Quantity
Esri International User Conference Registrations	15
Back-Up Media	2
Authorized Tier-Two Standard Support Callers	2

Advantage Program: One annual subscription to the Advantage Program.

- This program includes the following components per year for five years:
 - Up to 100 Advisor hours
 - Annual one-day Planning Meeting
 - Technology Webcasts
 - 100 Learning and Services credits that can apply towards:
 - **Business and Technical Consulting:** Access to a range of industry, business, and technical domain consultants. Get advice and hands-on help from GIS experts, industry specialists, developers, and designers.
 - **Training:** Access to an extensive curriculum of instructor-led training courses as well as client-site training options. A complete list of Esri training facilities and course catalog are available at www.esri.com/training.
 - **Premium Support Services (PSS):** Access to prioritized incident management and all-hours technical support. PSS has been designed to meet the needs of Esri customers who are developing, implementing, or supporting complex, mission-critical GIS applications.
 - **Esri Managed Cloud Services:** Access to a variety of hosting options for the ArcGIS platform that leverage a cloud environment designed to be reliable, cost-effective, and secure.
- 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 your organization 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. You can find more information about the Advantage Program at www.esri.com/services/eeap.

- Any activities proposed to be completed under the Advantage Program would be subject to review and approval by Esri to ensure alignment with the intent of the Advantage Program.
- At time of renewal, Esri reserves the right to update Advantage Program (AP) terms to reflect the latest program offering.
- Customers with an active Advantage Program may purchase additional Advisor Hours and/or Learning & Services Credits at the corresponding calendar year's list price shown below.

Product #	Unit-Priced Items	2025	2026	2027	2028	2029
97720	Additional Learning & Service Credits (100)	\$71,800	\$75,300	\$79,000	\$82,900	\$87,000
103032	Additional Learning & Service Credits (50)	\$35,900	\$37,650	\$39,500	\$41,450	\$43,500
187082	Additional Learning & Service Credits (25)	\$17,950	\$18,825	\$19,750	\$20,725	\$21,750
97719	Additional Advisor Hours (100)	\$31,700	\$33,200	\$34,800	\$36,500	\$38,300
187083	Additional Advisor Hours (25)	\$7,925	\$8,300	\$8,700	\$9,125	\$9,575

This proposal is valid for 30 days. In order to complete the agreement within this timeframe, I ask that you contact me within the next seven days to work through any questions or concerns you may have.

Esri and Fulton County have a long and rich history working together. I appreciate the opportunity to present you with this proposal, as I believe it will greatly benefit your organization. Thank you very much for your consideration.

Best regards,

Chris Rice
Account Manager