



City of Spokane

Minor Contract Summary

OPR # OPR 2013-0091
 Cross Ref _____
 Destruct Date 2023
 Clerk's Dist. 02/24/16 SB

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name Information Technology
 Department Project # _____

New Contract
 CR # 16554000
 Date: 2/11/16

Contractor/Consultant

Name: **Spokane County Information Systems**
 Address: 815 N. Jefferson St. Remittance Address:
 City, State, Zip: Spokane, WA 99260-0400 City, State, Zip

RECEIVED
 FEB 18 2016

CITY CLERK'S OFFICE

Summary of Services

Adding Amendment No. 8 to Spokane County Interlocal Contract (OPR 2013-0091) for participation in ESRI GIS Software Enterprise License Agreement for 2016.

Amount: \$125,000.00 including tax Budget Code: 5300-41630-18850-54820

Maximum Amount

Beginning Date: 1/1/2016 Expiration Date: 12/31/2016 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
- City Business License and expiration date If Public Works Contract, Contractor has been notified of State Law requirements UBI Number and Expiration Date

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: *Jan Hamilton*

Funds are available in the appropriate budget account

Accountant	<u><i>Yvonne Jones</i></u>	<u>2/12/2016</u>
Department Head	Signature <u><i>Walter A. Carr</i></u>	Date <u>2/18/2016</u>
Other	Signature _____	Date _____
Other	Signature _____	Date _____

Distribution List

Contractor E-mail: <u>ivonessen@spokanecounty.org</u>	Contract Accounting: <u>kkeck@spokanecity.org</u>
Dept. Contact E-mail: <u>jhamilton@spokanecity.org</u>	Taxes and Licenses
<u>smccarrey@spokanecity.org</u>	



Amendment No. 8
Contract No. 2004ESL6082

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Amendment No. 8 is entered into by and between Spokane County, Washington (hereinafter referred to as "County") and Environmental Systems Research Institute, Inc. (hereinafter referred to as "Esri").

WHEREAS, Esri and County entered into an Enterprise License Agreement effective December 22nd, 2004 and Amendments 2, 4, 5, and 7 extended the term until December 31st, 2015 ("Agreement"); and

WHEREAS, the parties desire to amend the Enterprise License Terms and Conditions of the Agreement to (i) update applicable appendices and (ii) extend the term until December 31st, 2016 ("Optional Term") for an additional two hundred and fifty-one thousand dollars (\$251,000);

NOW THEREFORE, the parties agree to the following:

1. Extend the term of this Agreement until December 31st, 2016 unless terminated earlier as provided in Article 7—Term, Termination, and Expiration.
2. Amend Appendix B Software and Deployment Schedule with the attached Optional Term Appendix B Software and Deployment Schedule, which shall supersede and apply during the Optional Term.
3. Amend Appendix C ELA Fee Schedule with the attached Optional Term Appendix C ELA Fee Schedule, which shall supersede and apply during the Optional Term.
4. Amend Appendix D County Annual Deployment Report with the attached Optional Term Appendix D County Annual Deployment Report, which shall supersede and apply during the Optional Term.

Except as may be specifically modified by this Amendment No. 8, 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. 8 as of the date of the last party to sign below.

ACCEPTED AND AGREED:

SPOKANE COUNTY, WASHINGTON
(County)

By: *Becky Gehret*
 Printed Name: Becky Gehret
 Title: ISD Director
 Date: 11/18/2014

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: *Chris Johnson*
 Printed Name: Chris Johnson
 Title: Manager, Commercial & Government Contract
 Date: 11/25/14

Approved as to form:

[Signature]
 Assistant City Attorney



Attest: *[Signature]*
 Spokane City Clerk

**OPTIONAL TERM APPENDIX B
SOFTWARE AND DEPLOYMENT SCHEDULE**

County may Deploy the Enterprise License Software up to the total quantity of licenses indicated below during the Optional Term of this ELA.

**Table A-1
Enterprise License Software—Unlimited Quantities**

Item	Total Qty./Seats to Be Deployed
ArcGIS for Desktop Software (Single Use or Concurrent Use)	
Basic (ArcView), Standard (ArcEditor), and Advanced (ArcInfo)	<i>unlimited</i>
ArcGIS for Desktop Extension Software (Single Use or Concurrent Use)	
Spatial Analyst, 3D Analyst, Geostatistical Analyst, Network Analyst, Publisher, Schematics, Workflow Manager, and Data Reviewer	<i>unlimited</i>
ArcGIS for Server Software (Basic/Standard/Advanced)	
ArcGIS Server Workgroup, and ArcGIS Server Enterprise	<i>unlimited</i>
ArcGIS for Server Extensions	
Image Extension, Spatial Analyst, 3D Analyst, and Network Analyst	<i>unlimited</i>
ArcGIS Engine	<i>unlimited</i>
ArcGIS Engine Extensions	
3D Analyst, Spatial Analyst, Geodatabase Update, Network Analyst, and Schematics	<i>unlimited</i>
ArcGIS Runtime Standard	<i>unlimited</i>
ArcGIS Runtime Extensions (Single Use)	
3D Analyst, Spatial Analyst, Network Analyst	<i>unlimited</i>

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

Item	Rolled-In Qty. (if applicable)	Qty./Seats to Be Deployed	Total
Esri Developer Network (EDN) Standard annual subscriptions	-	9	9
Data Interoperability Desktop Extension (3 year Term Licenses)	-	2	2
Esri Mapping & Charting: Esri Production Mapping	-	3	3
Esri CityEngine Advanced Concurrent Use	-	2	2
ArcPad	-	12	12

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
ArcGIS Online Subscription	2	50	10,000
Esri Virtual Campus	1	-	10,000

**OPTIONAL TERM APPENDIX C
ELA FEE SCHEDULE**


The ELA Fee for the Optional Year is \$251,000. The ELA Fee is in consideration of the Enterprise License Software, ELA Maintenance, Esri Developer Conference registrations and Esri International User Conference registrations.

Optional Year:

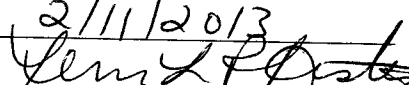
	January 1st, 2016 to December 31st, 2016
Payments	\$251,000

Number of Esri International User Conference Registrations per Year	8
Number of Esri Developer Conference per Year	2
Number of Tier 2 Support Callers	8
Sets of Back-up Media (upon request)	2
Optional Term of ELA	January 1st, 2016 through December 31st, 2016

108 4.17.13

 Agenda Sheet for City Council Meeting of: 02/11/2013		Date Rec'd 1/30/2013
		Clerk's File # OPR 2013-0091
		Renews #
Submitting Dept	MANAGEMENT INFORMATION SERVICES	Cross Ref # OPR 2008-1140
Contact Name/Phone	MICHAEL 625-6468 SLOON	Project #
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #
Agenda Item Type	Contract Item	Requisition # cr 13267000
Agenda Item Name	5300 ESRI INTERLOCAL (2013)	
Agenda Wording Interlocal Contract with multiple Agencies to pay Spokane County IS for participation in ESRI GIS Software Enterprise License Agreement. Three-year contract with one-year renewal option-per year cost up to \$125,000.00 approx. and starts January 2013.		
Summary (Background) Involved agencies are: Spokane County, Cities of Spokane and Spokane Valley, Spokane Regional Health District & SRTC. This Agreement provides numerous benefits including a lower cost-per-unit for licensed software, reduced administrative procurement expenses, maintenance on all ESRI software deployed within the organization, & complete flexibility to deploy software products when and where needed. Remittance address: Spokane County Treasurer PO Box 2244 Spokane, WA 99210-2244		
Fiscal Impact		Budget Account
Expense	\$ 125,000.00	# 5300-41630-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#
Approvals		Council Notifications
Dept Head	SLOON, MICHAEL	Study Session
Division Director	DUNIVANT, TIMOTHY	Other
Finance	LESESNE, MICHELE	Distribution List
Legal	BURNS, BARBARA	Accounting - pdolan@spokanecity.org
For the Mayor	SANDERS, THERESA	Contract Accounting - mlesense@spokanecity.org
Additional Approvals		Legal - bburns@spokanecity.org
Purchasing	WAHL, CONNIE	Taxes & Licenses
		Purchasing - cwahl@spokanecity.org
		MIS - jhamilton@spokancity.org
		Spokane County - ivonessen@spokanecounty.org

APPROVED BY SPOKANE CITY COUNCIL ON

2/11/2013

 SPOKANE CITY CLERK

INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF SPOKANE, CITY OF SPOKANE VALLEY, SPOKANE REGIONAL HEALTH DISTRICT, AND THE SPOKANE REGIONAL TRANSPORTATION COUNCIL FOR PARTICIPATION IN THE ESRI/SPOKANE COUNTY, WA RECONSOLIDATED ENTERPRISE LICENSE AGREEMENT NO. 2004ESL6082, AS AMENDED AND RECONSOLIDATED PURSUANT TO AMENDMENT 7

THIS AGREEMENT, is made and entered into the _____ day of _____, 2013 by and between the CITY OF SPOKANE, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201; the CITY OF SPOKANE VALLEY, a municipal corporation of the State of Washington, having offices for the transaction of business at 11707 E. Sprague Avenue, Suite 106, Spokane Valley, Washington 99206; the SPOKANE REGIONAL HEALTH DISTRICT, a municipal corporation of the State of Washington, having offices for the transaction of business at 1101 W. College Avenue, Spokane, Washington 99201; the SPOKANE REGIONAL TRANSPORTATION COUNCIL, a municipal corporation of the State of Washington, having offices for the transaction of business at 221 W. First Avenue, Suite 310, Spokane, Washington 99201; and SPOKANE COUNTY, a political subdivision of the State of Washington having offices for the transaction of business at 1116 West Broadway, Spokane, WA 99260.

The CITY OF SPOKANE, the CITY OF SPOKANE VALLEY, the SPOKANE REGIONAL HEALTH DISTRICT, and the SPOKANE REGIONAL TRANSPORTATION COUNCIL are listed as "Participating Eligible Agencies" in Appendix A to the ESRI/Spokane County, WA Reconsolidated Enterprise License Agreement No. 2004ESL6082, As Amended and Reconsolidated Pursuant to Amendment 7. For purposes of this Agreement, they are hereinafter referred to as "the Participating Agencies." Spokane County is hereinafter referred to as "the County." Collectively, the Participating Agencies and the County are referred to as "the Parties."

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, Chapter 39.34 RCW authorizes public agencies to contract with one another to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the Parties have cooperated for many years in the use of Geographic Information Systems Resources by standardizing on ESRI GIS software in order to jointly build common interagency GIS data layers that have enabled the parties to providing geographic services that have best met the needs of the community while avoiding duplication of effort and cost; and

WHEREAS, in 2004, the Participating Agencies entered into interlocal agreements with the County to receive and use selected software, data and documentation subject to the terms and conditions set forth in Enterprise License Agreement No. 2004ESL6082 between Environmental Systems Research Institute, Inc.(ESRI), and the County; and

WHEREAS, in 2012, ESRI and the County have entered into the ESRI/Spokane County, WA Reconsolidated Enterprise License Agreement No. 2004ESL6082, as Amended and Reconsolidated pursuant to Amendment 7; and

WHEREAS, the Parties desire to reduce GIS software acquisition costs and continue to improve the efficiency of geographic services provided to the community; and

WHEREAS, the Participating Agencies are desirous of continuing to receive and use selected software, data and documentation subject to the terms and conditions set forth in the ESRI/Spokane County, WA Reconsolidated Enterprise License Agreement No. 2004ESL6082, as Amended and Reconsolidated pursuant to Amendment 7.

WHEREAS, the Parties desire to continue further cooperation by agreement;

NOW, THEREFORE, in consideration for the mutual terms and conditions contained herein the parties hereto covenant and agree as follows:

1. Purpose. The purpose of this Agreement is for the County to provide an opportunity for the Participating Agencies to acquire selected ESRI GIS software licenses, maintenance and other administrative services/benefits as delineated herein and under the terms and conditions of the ESRI/Spokane County, WA Reconsolidated Enterprise License Agreement No. 2004ESL6082, As Amended and Reconsolidated Pursuant to Amendment 7 (hereinafter referred to as "ELA"). Amendment 7 is attached hereto as Addendum A, and incorporated herein by this reference.

2. Participation. The Participating Agencies have been previously authorized to participate in the ELA, and have agreed to abide by the terms and conditions of the ELA applicable to a Licensee by signing this document. ESRI may pursue remedies against a Licensee directly for noncompliance of the terms of the ELA. Rights specifically granted to the County by ESRI are not to be extended to the Participating Agencies.

3. Additional Or Revised Terms. The Participating Agencies agree that additional or revised licensing terms for: (1) upgrades or updates to the Site License Software and Limited Deployment Software or (2) upgrades or updates non-Site License Software terms may be incorporated from time to time. These license revisions/updates shall be provided by the County to the Participating Agencies as they are incorporated into the ELA. Additional or revised terms and conditions for new software, data, documentation, shall be governed by the ELA, and any revised terms found in the then-current General License Terms and Conditions and Exhibit 1, the terms of which will be indicated on ESRI's Web site or enclosed in the deliverable's packaging, depending on the method of delivery. The pricelist(s) for non-Site License Software, Data, Documentation, maintenance for non-Site License Software items, training or services may be revised from time to time, but in no event shall pricing contained therein exceed standard

commercial pricing. Unless revised via mutual written amendment between ESRI and the County, the annual ELA fee paid by the County to ESRI is fixed for the term of the agreement. The items provided by ESRI in exchange for the fee are identified in the ELA and include selected software (type and quantity defined), maintenance for the defined software, limited virtual campus training and a fixed amount of ESRI User Conference registration passes.

4. Agreement Is Non-Exclusive. The Participating Agencies agree to officially name ESRI as their standard and further agrees to act as a reference for other ESRI customers and potential customers as long as this Agreement remains in effect. Notwithstanding, under no circumstances shall this Agreement be construed or interpreted as an exclusive dealings agreement and the Participating Agencies reserve the right to purchase from third parties any of their requirements for GIS software.

5. Scope Of Services. Services provided by the County Information Systems Department's GIS Division (ISD-GIS) are as follows:

- a. The County's ISD-GIS Division shall administer and manage the ESRI ELA for the Participating Agencies. The County will have the authority from ESRI to deploy ESRI Site License Software to the Participating Agencies. Additionally the County or Eligible Agencies may order training, services, custom software, and maintenance for standard licenses, or standard licenses for Software, Data, and Documentation separately under the applicable terms of this Agreement (excluding the Enterprise License Addendum Terms and Conditions, E512M) as further described in ESRI ELA Amendment 4.
- b. The County shall provide Tier 1 Technical Support via a Central GIS Help Desk. The County's ISD-GIS Division shall also maintain the official list of the eight (8) named individuals who may contact ESRI's Technical Support Group directly for Tier 2 Technical Support in Addendum B with at least one individual per Participating Agency.
- c. ESRI Conference Registrations and ESRI Virtual Campus Web-based Training Seats shall be distributed to the Participating Agencies, based on the percentage a given agency is contributing to the annual payment of the ELA and County ELA Administration Fee. The Participating Agencies will be entitled to at least once ESRI Conference Registrations per year upon request.
 - ii. Distributions of the ESRI Conference Registrations and ESRI Virtual Campus Web-based Training Seats will be based on the methods described in Section 6 c4 under INVOICING AND COST SHARING but summed for the entire year.
 - iii. Spokane County's ISD-GIS Division shall notify the Participating Agencies of its ESRI Conference Registrations and ESRI Virtual Campus Web-based Training Seats allocation for the coming year by January 15th of each year that the ELA remains in effect.

6. Invoicing And Cost Sharing. The County shall handle all invoicing associated with the ESRI ELA as follows.

- a. Make annual payments, year nine (\$230,000.00), year ten (\$237,000.00) and eleven (\$244,000.00) and potentially year twelve (\$251,000.00) to ESRI within 45 days of the anniversary date of ESRI ELA of 1 January for the term of the ELA.
- b. The County ELA Administration Fee will be \$5,000 for the administration of ESRI's ELA and include a proportional amount based on Information Systems Department's annual countywide cost allocation rate (Indirect Costs).
- c. Year nine through eleven (and potentially year twelve) proration's of County ELA Administration Fee and ESRI ELA License Fee shall be based on number of ESRI software licenses keyed to a given agency/licensee. An ESRI software license table will be maintained by the County's ISD-GIS Division and updated on a monthly basis for each licensee. Cost allocation of the portion of the ESRI ELA License Fee that a given agency/licensee would be responsible for will be calculated as follows:
 - i. Each individual ESRI software license will be associated with its associated standard ESRI maintenance fee, except for ArcEngine and ArcGIS Runtime (client) licenses which will be tabulated sans the maintenance fees. See Addendum E for Table of Standard ESRI Maintenance Fees.
 - ii. The sum of the standard ESRI maintenance fees for all keyed ESRI software licenses for given agency will then be calculated.
 - iii. The sum of all agencies standard maintenance fees will be calculated.
 - iv. The sum of each agency's individual standard ESRI maintenance fees calculated in Step 2 will be divided by the sum of all agencies standard maintenance fees calculated in Step 3. The result of this calculation will then be turned into a percentage by multiplying by 100. This percentage calculation for each agency will be generated on a monthly basis.
 - v. The sum \$235,000.00 for year nine, \$242,000.00 for year ten, \$249,000.00 eleven, and 255,000.00 for potentially twelve of the annual County ELA Administration Fee (\$5,000.00) and the annual ESRI ELA License Fee depending on the year of the agreement will then be divided by twelve and multiplied by a given agency's monthly percentage calculated in Step 4 and invoiced to that agency on a monthly basis by the County's Information Systems Department (ISD). All calculations for Steps 1-5 will be based on the ESRI software license table maintained by the County's ISD-GIS Division. This table is included in Addendum C. The Participating Agencies shall remit the funds due to the County within 30 days of invoicing. Monthly invoicing for years nine through eleven and potentially twelve begins in January of the preceding year as ESRI requires maintenance payments in advance for software and maintenance.

7. Request, Deployment, & Account Procedures Of Newly-Keyed ESRI AGREEMENT Site License Software. the County's ISD-GIS Division shall maintain the official list authorized individuals (one per licensee) in Addendum D who have the budget authority to request additional ESRI software covered by the ESRI AGREEMENT (as defined ESRI ELA Amendment 4). Requests by a given Eligible Agency for additional ESRI Software License must be sent to gissupport@spokanecounty.org. Newly keyed licenses will be added for that licensee on a monthly basis to the ESRI software license Table maintained by the County's ISD-GIS Division (as initially described in Addendum C). Newly keyed licenses will be incorporated on a monthly basis into the Cost allocation procedures describe in Section 6 c4 under INVOICING AND COST SHARING.

8. Compliance with Laws. Each party shall comply with all federal, state, and local laws and regulations.

9. Assignments. This Agreement is binding on the Parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

10. Amendments. This Agreement may be amended at any time by mutual written agreement. No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this Agreement.

11. Anti-kickback. No officer or employee of the Participating Agencies, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this contract.

12. Termination. Either party may terminate this Agreement by thirty (30) days' written notice to the other party. In the event of such termination, the Participating Agencies shall pay for any work completed up to the thirty (30) days or termination date.

13. Severability. In the event any provision of this Agreement should become invalid, the rest of the contract shall remain in full force and effect.

14. Nondiscrimination. No individual shall be excluded from participation in, denied benefit of, subject to discrimination under, or denied employment in the administration of or in connection with this Agreement because of race, color, creed, marital status, familial status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran status, age, or disability. The Parties shall comply with all applicable federal, state and local nondiscrimination laws, regulations and policies.

15. Venue. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action or judicial proceeding for the enforcement of this

Agreement, or any provision thereof, shall be instituted only in a court of competent jurisdiction within Spokane County, Washington.

16. All Writings Contained Herein. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

17. Administration. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

18. Agreement To Be Filed. The Participating Agencies shall file this agreement with its Participating Agencies Clerk. The County shall file this agreement with the County Auditor.

19. Non-Waiver. No waiver by any the Parties of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.

20. Headings. Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

21. Compliance With Laws. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

22. Relationship Of The Parties. The Parties intend that an independent contractor relationship will be created by this Agreement. The Participating Agencies are interested only in the results that could be achieved, and the conduct and control of all services will be solely with the County. No agent, employee, servant or otherwise of the County shall be deemed to be an employee, agent, servant, or otherwise of the Participating Agencies for any purpose, and the employees of the County are not entitled to any of the benefits that the Participating Agencies provides for the Participating Agencies' employees. The County will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors or otherwise, during the performance of this Agreement. The County does not have the power or authority to bind the Participating Agencies in any promise, agreement, or representation other than specifically provided for in this Agreement.

23. Enforcement Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

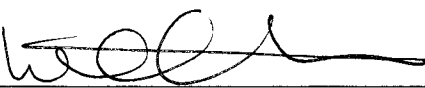
24. Maintenance Of Records. The Parties will maintain, for at least three (3) years after completion of this agreement, all relevant records pertaining to the agreement. The Parties shall make available to other Parties, or the Washington State Auditor, or their duly authorized

representatives, at any time during their normal operating hours, all records, books or pertinent information which the Parties shall have kept in conjunction with this Agreement, and which the Parties may be required by law to include or make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services contracted for herein.

25. Remedies. No remedy herein conferred upon the Parties is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed on the date and year opposite their respective signatures.

SPOKANE COUNTY:



1/9/2013

Date

Information Systems Director
Title

CITY OF SPOKANE:

David A. Condon
Mayor David A. Condon
Mayor
City of Spokane
Approved as to form:


02-21-2013
Date

B. B. B.
Assistant City Attorney



Attest: Leri H. Gates
Spokane City Clerk

CITY OF SPOKANE VALLEY:


City Manager

2/12/13
Date

SPOKANE REGIONAL HEALTH DISTRICT:

David Lee Smith

1/22/13
Date

ADMINISTRATOR
Title

SPOKANE REGIONAL TRANSPORTATION COUNCIL:

Kevin Wallace

1/29/13
Date

Executive Director
Title

ADDENDUM A



Amendment No. 7
Contract No. 2004ESL6982

Esri, 380 New York St., Redlands, CA 92373-8109 USA • TEL 909-790-2660 • FAX 909-790-2220

This Amendment No. 7 is entered into by and between Spokane County, Washington (hereinafter referred to as "County") and Environmental Systems Research Institute, Inc. (hereinafter referred to as "Esri").

WHEREAS, Esri and County entered into an Enterprise License Agreement effective December 22nd, 2004 and Amendments 2, 4, and 5 extended the term until December 31st, 2012 ("Agreement"); and

WHEREAS, the parties desire to amend the Enterprise License Terms and Conditions of the Agreement to (i) update applicable appendices and (ii) extend the term until December 31st, 2015 ("Renewal Term") for an additional seven hundred and eleven thousand dollars (\$711,000);

NOW THEREFORE, the parties agree to the following:

1. Extend the term of this Agreement from January 1st, 2013 until December 31st, 2015 unless terminated earlier as provided in Article 7—Term, Termination, and Expiration ("Renewal Term");
2. Amend Appendix B Software and Deployment Schedule with the attached Renewal Term Appendix B Software and Deployment Schedule, which shall supersede and apply during the Renewal Term.
3. Amend Appendix C ELA Fee Schedule with the attached Renewal Term Appendix C ELA Fee Schedule, which shall supersede and apply during the Renewal Term.
4. Amend Appendix D County Annual Deployment Report with the attached Renewal Term Appendix D County Annual Deployment Report, which shall supersede and apply during the Renewal 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:

ACCEPTED AND AGREED:

SPOKANE COUNTY, WASHINGTON
(County)

By: [Signature]

Printed Name: WILLIAM FIEDLER

Title: Information Systems Director

Date: 12-11-2012

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: [Signature]

Printed Name: CHRIS JOHNSON

Title: Manager Domestic Contracts

Date: DEC 18, 2012

ADDENDUM A Cont.

**RENEWAL TERM APPENDIX B
SOFTWARE AND DEPLOYMENT SCHEDULE**

County may Deploy the Enterprise License Software up to the total quantity of licenses indicated below during the Renewal Term of this E.L.A.

**Table A-1
Enterprise License Software—Unlimited Quantities**

Item	Total Qty./Seats to Be Deployed
ArcGIS for Desktop Software (Single Use or Concurrent Use) Basic (ArcView), Standard (ArcEditor), and Advanced (ArcInfo)	<i>unlimited</i>
ArcGIS for Desktop Extension Software (Single Use or Concurrent Use) Spatial Analyst, 3D Analyst, Geostatistical Analyst, Network Analyst, Publisher, Schematics, Workflow Manager, and Data Reviewer	<i>unlimited</i>
ArcGIS for Server Software (Basic/Standard/Advanced) ArcGIS Server Workgroup, and ArcGIS Server Enterprise	<i>unlimited</i>
ArcGIS for Server Extensions Image Extension, Spatial Analyst, 3D Analyst, and Network Analyst	<i>unlimited</i>
ArcGIS Engine	<i>unlimited</i>
ArcGIS Engine Extensions 3D Analyst, Spatial Analyst, Geodatabase Update, Network Analyst, and Schematics	<i>unlimited</i>
ArcGIS Runtime Standard	<i>unlimited</i>
ArcGIS Runtime Extensions (Single Use) 3D Analyst, Spatial Analyst, Network Analyst	<i>unlimited</i>

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

Item	Rolled-In Qty. (if applicable)	Qty./Seats to Be Deployed	Total
Esri Developer Network (EDN) Standard annual subscriptions	-	9	9
Data Interoperability Desktop Extension (3 year Term Licenses)	-	2	2
Esri Mapping & Charting: Esri Production Mapping	-	3	3
Esri CityEngine Advanced Concurrent Use	-	2	2
ArcPad	-	12	12

12-12
12-13
1400

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
ArcGIS Online Subscription	2	50	16,000
Esri Virtual Campus	1	-	10,000

ADDENDUM A Cont.

RENEWAL TERM APPENDIX C ELA FEE SCHEDULE

The ELA Fee is \$711,000. The ELA Fee is in consideration of the Enterprise License Software, ELA Maintenance, Esri Developer Conference registrations and Esri International User Conference registrations.

	January 1 st , 2013 to December 31 st , 2013	January 1 st , 2014 to December 31 st , 2014	January 1 st , 2015 to December 31 st , 2015	ELA Fee
Payments	<i>\$230,000</i>	<i>\$237,000</i>	<i>\$244,000</i>	<i>\$711,000</i>

Optional Year (to be mutually agreed to by amendment):

	January 1 st , 2016 to December 31 st , 2016
Payments	<i>\$251,000</i>

Number of Esri International User Conference Registrations per Year	8
Number of Esri Developer Conference per Year	2
Number of Tier 2 Support Callers	8
Sets of Back-up Media (upon request)	2
Renewal Term of ELA	through December 31 st , 2015

ADDENDUM B

ELIGIBLE AGENCY STAFF WHO MAY CONTACT ESRI'S TECHNICAL SUPPORT GROUP DIRECTLY

SPOKANE COUNTY

ESRI Customer#	Eligible Agency Name	Authorized Individual	Phone Number	Expertise	Email Address
6505	SPOKANE COUNTY	MIKE STEWART	(509) 477-7253	Database Admin & SDE	mstewart@spokanecounty.org
6506	SPOKANE COUNTY	DAVE RIDEOUT	(509) 477-7251	GIS Transportation - Engineering Apps.	mstewart@spokanecounty.org
19292	SPOKANE COUNTY	SHAWNA ERNST	(509) 477-7531	GIS Web Services, GIS Analysis & Cadastral Apps.	sernst@spokanecounty.org
6505	SPOKANE COUNTY	DARCY HATHAWAY	(509) 477-4142	GIS Web Services	dhathaway@spokanecounty.org

CITY OF SPOKANE

ESRI Customer#	Eligible Agency Name	Authorized Individual	Phone Number	Expertise	Email Address
6742	CITY OF SPOKANE	MIKE SMITH	(509) 625-6457	GIS Utilities	BMSmith@SpokaneCity.org
6742	CITY OF SPOKANE	BILL MYERS	(509) 625-6418	Database Admin & SDE	bmyers@spokanecity.org

CITY OF SPOKANE VALLEY

Under contract w/ Spokane County ISD-GIS. All ESRI Technical Support will be initiated by Spokane County ISD-GIS

SPOKANE REGIONAL HEALTH DISTRICT

ESRI Customer#	Eligible Agency Name	Authorized Individual	Phone Number	Expertise	Email Address
14423	SPOKANE REGIONAL HEALTH DISTRICT	MARK SPRINGER	(509) 324-1448	GIS & Epidemiology	mpringer@spokanecounty.org

SPOKANE REGIONAL TRANSPORTATION COUNCIL

ESRI Customer#	Eligible Agency Name	Authorized Individual	Phone Number	Expertise	Email Address
40540	SPOKANE REGIONAL TRANSPORTATION DISTRICT	Kevin Shipman	(509) 343-6385	GIS & Transportation Planning	kshipman@src.org

ADDENDUM C

EXAMPLE: ESRI 2013 ELA Monthly Cost Allocation Splits for Eligible Agencies

Itemization of ESRI ELA Site License Fee	
ESRI Enterprise Site License	\$ 250,000.00
Taxes	\$ 19,383.60
ESRI ELA w taxes	\$ 249,383.60
Total ESRI ELA Fee	\$ 249,383.60
Total ESRI ELA Fee w/ County Fees	\$ 261,729.60

Itemization of County Fees & Indirect Costs	2013 ESRI Monthly Maintenance Input		Prorated County Fees/Costs	County Admin Fee	County Indirect Cost (5.19%)	Total County Fees/Costs
	Totals	%				
Spokane County	\$ 49,100.00	34.37%	\$ 4,240.44	\$ 5,000.00	\$ 7,337.00	\$ 11,337.00
City of Spokane	\$ 80,630.00	56.46%	\$ 6,963.20			
SRTC	\$ 3,500.00	2.43%	\$ 302.27			
Spokane County Health District	\$ 1,700.00	1.19%	\$ 146.82			
Spokane Valley	\$ 7,900.00	5.53%	\$ 682.27			
	\$ 142,850.00	100.00%	\$ 11,337.00			

Itemization By Agency of ESRI ELA Fee & County Admin. Fee	2013 ESRI Monthly Maintenance Input		ESRI ELA Base Allocation	ESRI ELA Splits	Enterprise Increase Amount	Prorated County Fees	ESRI ELA & County Fees
	Totals	%					
Spokane County	\$ 103,300.00	52.42%	\$ 120,573.46	\$ 139,734.97	\$ 27,434.97	\$ 4,240.44	\$ 134,975.41
City of Spokane	\$ 80,630.00	40.93%	\$ 94,135.61	\$ 102,069.45	\$ 21,419.46	\$ 6,963.20	\$ 109,034.66
SRTC	\$ 3,500.00	1.72%	\$ 4,095.25	\$ 4,429.55	\$ 939.55	\$ 302.27	\$ 4,731.82
Spokane County Health District	\$ 1,700.00	0.86%	\$ 1,994.37	\$ 2,151.50	\$ 431.50	\$ 146.82	\$ 2,298.31
Spokane Valley	\$ 7,900.00	4.01%	\$ 9,221.01	\$ 9,998.12	\$ 2,098.12	\$ 682.27	\$ 10,680.39
	\$ 197,050.00	100.00%	\$ 230,000.00	\$ 249,383.60	\$ 51,433.60	\$ 11,337.00	\$ 261,729.60

These table values change month to month based upon the number of software licenses requested by the Participating Agencies.

ADDENDUM C CONT.

EXAMPLE: ESRI 2014 ELA Monthly Cost Allocation Splits for Eligible Agencies

Itemization of ESRI ELA Site License Fee	
ESRI Enterprise Site License	\$ 237,000.00
Taxes	\$ 19,992.60
ESRI ELA w/taxes	\$ 256,992.60
Total ESRI ELA Fee	\$ 256,992.60
Total ESRI ELA Fee w/ County Fees	\$ 269,582.90

Itemization of County Fees & Indirect Costs	2014 ESRI Monthly Maintenance Input		%	Prorated County Fees/Costs	County Admin Fee	County Indirect Cost (3.12%)	Total County Fees/Costs
	Totals						
Spokane County	\$ 49,100.00	34.37%		\$ 4,317.19	\$ 5,006.06	\$ 7,560.30	\$ 12,560.30
City of Spokane	\$ 80,650.00	56.46%		\$ 7,091.27			
SRTC	\$ 3,300.00	2.45%		\$ 307.74			
Spokane County Health District	\$ 1,700.00	1.19%		\$ 149.48			
Spokane Valley	\$ 7,900.00	5.53%		\$ 694.62			
	\$ 142,850.00	100.00%		\$ 12,560.30			

Itemization By Agency of ESRI ELA Fee & County Admin. Fee	2014 ESRI Monthly Maintenance Input		%	ESRI ELA Base Allocation	ESRI ELA Split	Enterprise Increase Amount	Prorated County Fees	ESRI ELA & County Fees
	Totals							
Spokane County	\$ 103,300.00	32.42%		\$ 124,243.09	\$ 134,723.85	\$ 31,423.85	\$ 4,317.19	\$ 139,041.05
City of Spokane	\$ 80,650.00	49.83%		\$ 97,001.01	\$ 105,183.73	\$ 24,333.73	\$ 7,091.27	\$ 112,275.00
SRTC	\$ 3,300.00	1.78%		\$ 4,209.59	\$ 4,364.70	\$ 1,064.70	\$ 307.74	\$ 4,872.44
Spokane County Health District	\$ 1,700.00	0.88%		\$ 2,644.86	\$ 2,217.14	\$ 517.14	\$ 149.48	\$ 2,366.61
Spokane Valley	\$ 7,900.00	4.01%		\$ 9,501.65	\$ 10,303.16	\$ 2,403.16	\$ 694.62	\$ 10,997.80
	\$ 197,850.00	100.00%		\$ 237,000.00	\$ 256,992.60	\$ 59,941.50	\$ 12,560.30	\$ 269,552.90

These table values change month to month based upon the number of software licenses requested by the Participating Agencies.

ADDENDUM C CONT.

EXAMPLE: ESRI 2015 ELA Monthly Cost Allocation Splits for Eligible Agencies

Itemization of ESRI ELA	
Site License Fee	
ESRI Enterprise Site License	\$ 244,000.00
Taxes	\$ 20,601.60
ESRI ELA w taxes	\$ 264,601.60
Total ESRI ELA Fee	\$ 264,601.60
Total ESRI ELA Fee w/ County Fees	\$ 277,386.20

Itemization of County Fees & Indirect Costs	2015 ESRI Monthly Maintenance Input		%	Projected County Fees/Costs	County Admin Fee	County Indirect Cost (3.19%)	Total County Fees/Costs
	Totals	Totals					
Spokane County	\$ 40,100.00		34.37%	\$ 4,393.94	\$ 5,000.00	\$ 7,783.60	\$ 12,783.60
City of Spokane	\$ 90,650.00		56.46%	\$ 7,217.34			
SRTC	\$ 3,500.00		2.85%	\$ 313.21			
Spokane County Health District	\$ 1,700.00		1.19%	\$ 132.13			
Spokane Valley	\$ 7,900.00		5.53%	\$ 706.97			
	\$ 142,850.00		100.00%	\$ 11,783.60			

Itemization By Agency of ESRI ELA Fee & County Admin. Fee	2015 ESRI Monthly Maintenance Input		%	ESRI ELA Base Allocation	ESRI ELA Splits	Enterprise Increase Amount	Projected County Fees	ESRI ELA & County Fees
	Totals	Totals						
Spokane County	\$ 103,300.00		52.42%	\$ 127,912.71	\$ 138,712.74	\$ 33,412.74	\$ 4,393.94	\$ 143,106.68
City of Spokane	\$ 90,650.00		40.93%	\$ 90,666.02	\$ 109,297.99	\$ 27,647.99	\$ 7,217.34	\$ 115,515.33
SRTC	\$ 3,500.00		1.78%	\$ 4,333.93	\$ 4,699.85	\$ 1,399.85	\$ 313.21	\$ 5,013.06
Spokane County Health District	\$ 1,700.00		0.96%	\$ 1,105.05	\$ 2,292.78	\$ 582.78	\$ 132.13	\$ 2,434.92
Spokane Valley	\$ 7,900.00		4.01%	\$ 8,782.29	\$ 10,608.23	\$ 3,708.23	\$ 706.97	\$ 11,315.20
	\$ 197,050.00		100.00%	\$ 244,000.00	\$ 264,601.60	\$ 67,583.60	\$ 11,783.60	\$ 277,386.20

These table values change month to month based upon the number of software licenses requested by the Participating Agencies.

ADDENDUM C CONT.

EXAMPLE: ESRI 2016 ELA Monthly Cost Allocation Splits for Eligible Agencies

Itemization of ESRI ELA	
Site License Fee	
ESRI Enterprise Site License	\$ 251,000.00
Taxes	\$ 21,210.60
ESRI ELA w taxes	\$ 272,210.60
Total ESRI ELA Fee	\$ 272,210.60
Total ESRI ELA Fee w/ County Fees	\$ 285,217.50

Itemization of County Fees & Indirect Costs	2016 ESRI Monthly Maintenance Input		Prorated County Fees/Costs	County Admin Fee	County Indirect Costs (3.19%)	Total County Fees/Costs
	Totals	%				
Spokane County	\$ 49,100.00	34.37%	\$ 4,470.70	\$ 5,090.00	\$ 8,006.90	\$ 13,006.90
City of Spokane	\$ 80,650.00	56.46%	\$ 7,343.41			
SRTC	\$ 3,500.00	2.45%	\$ 318.68			
Spokane County Health District	\$ 1,700.00	1.19%	\$ 154.79			
Spokane Valley	\$ 7,900.00	5.53%	\$ 719.32			
	\$ 142,850.00	100.00%	\$ 13,006.90			

Itemization By Agency of ESRI ELA Fee & County Admin. Fee	2016 ESRI Monthly Maintenance Input		ESRI ELA Base Allocation	ESRI ELA Splits	Enterprise Increase Amount	Prorated County Fees	ESRI ELA & County Fees
	Totals	%					
Spokane County	\$ 103,300.00	52.42%	\$ 131,382.34	\$ 142,701.62	\$ 39,401.62	\$ 4,470.70	\$ 147,172.32
City of Spokane	\$ 80,650.00	40.93%	\$ 102,731.03	\$ 111,413.26	\$ 30,762.26	\$ 7,343.41	\$ 118,756.67
SRTC	\$ 3,500.00	1.78%	\$ 4,459.26	\$ 4,653.06	\$ 1,333.00	\$ 318.68	\$ 5,139.69
Spokane County Health District	\$ 1,700.00	0.86%	\$ 2,165.44	\$ 2,348.43	\$ 648.43	\$ 154.79	\$ 2,503.22
Spokane Valley	\$ 7,900.00	4.01%	\$ 10,062.93	\$ 10,913.29	\$ 3,013.29	\$ 719.32	\$ 11,632.61
	\$ 197,050.00	100.00%	\$ 251,600.00	\$ 272,210.60	\$ 75,168.60	\$ 13,006.90	\$ 285,217.50

These table values change month to month based upon the number of software licenses requested by the Participating Agencies.

**ADDENDUM D
ELGIBLE AGENCY AUTHORIZED INDIVIDUALS
FOR SOFTWARE REQUESTS**

(The following individuals have budget authority within their agency to make requests to Spokane County ISD-GIS for ESRI software covered by the ESRI ELA)

CITY OF SPOKANE

ESRI Customer#	Eligible Agency Name	Authorized Individual	Phone Number	Email Address
6742	CITY OF SPOKANE	BILL MYERS	(509) 625-6418	bmvers@spokanecity.org

CITY OF SPOKANE VALLEY

ESRI Customer#	Eligible Agency Name	Authorized Individual	Phone Number	Email Address
	CITY OF SPOKANE VALLEY	MORGAN KOUDELKA	(509) 720-5104	mkoudelka@spokanavalley.org

SPOKANE REGIONAL HEALTH DISTRICT

ESRI Customer#	Eligible Agency Name	Authorized Individual	Phone Number	Email Address
14423	SPOKANE REGIONAL HEALTH DISTRICT	MARK SPRINGER	(509) 324-1448	mpringer@spokanecounty.org

SPOKANE REGIONAL TRANSPORTATION COUNCIL

ESRI Customer#	Eligible Agency Name	Authorized Individual	Phone Number	Email Address
40540	SPOKANE REGIONAL TRANSPORTATION DISTRICT	KEVIN WALLACE	(509) 343-6370	kwallace@srta.org

ADDENDUM E

MPA PRICELIST E407-4Q12		
Section	Description	Price
1	ArcGIS for Desktop Concurrent Use Licenses Maintenance	
	Primary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License (primary 1st, 11th, 21st, 31st...)	\$3,000.00
	Secondary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License (secondary 2-10, 12-20...)	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Concurrent Use License	\$1,500.00
	Secondary Maintenance for ArcGIS for Desktop Standard Concurrent Use License	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Basic Concurrent Use License	\$700.00
	Secondary Maintenance for ArcGIS for Desktop Basic Concurrent Use License	\$500.00
1	ArcGIS Extensions for Desktop Concurrent Use Licenses Maintenance	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	\$200.00
1	ArcGIS for Desktop Single Use Licenses Maintenance	
	Primary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only)	\$3,000.00
	Secondary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only)	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions)	\$1,500.00
	Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions)	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions)	\$2,100.00
	Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions)	\$1,800.00
	Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core only)	\$400.00
	Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core only)	\$300.00
	Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions)	\$1,000.00
	Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions)	\$900.00
1	ArcGIS Extensions for Desktop Advanced Single Use Licenses Maintenance	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$200.00
	Annual Maintenance for Esri Roads and Highways for Desktop Concurrent Use License	\$2,500.00

ADDENDUM E Cont.

3	Esri CityEngine	
	Primary Maintenance for Esri CityEngine Advanced Concurrent Use License	\$800.00
	Secondary Maintenance for Esri CityEngine Advanced Concurrent Use License	\$675.00
	Primary Maintenance for Esri CityEngine Advanced Single Use License	\$800.00
	Secondary Maintenance for Esri CityEngine Advanced Single Use License	\$675.00
	Primary Maintenance for Esri CityEngine Basic Single Use License	\$100.00
	Secondary Maintenance for Esri CityEngine Basic Single Use License	\$85.00
4	ArcGIS Engine Licenses	
	Annual Maintenance for ArcGIS Engine Single Use License (without extensions)	\$100.00
	Annual Maintenance for ArcGIS Engine Single Use License (with one or more extensions)	\$400.00
	Primary Maintenance for ArcGIS Engine Concurrent Use License	\$250.00
	Secondary Maintenance for ArcGIS Engine Concurrent Use License	\$185.00
4	ArcGIS Extensions for Engine Maintenance	
	Primary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	\$150.00
4	ArcGIS Runtime	
	Annual Maintenance for ArcGIS Runtime Standard 25-Pack Single Use Deployment License	\$1,000.00
4	ArcGIS Extensions for ArcGIS Runtime	
	Annual Maintenance for ArcGIS 3D Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,000.00
	Annual Maintenance for ArcGIS Network Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,000.00
	Annual Maintenance for ArcGIS Spatial Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,000.00
5	ArcGIS for Server Enterprise	
5	ArcGIS for Server Enterprise Advanced	
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores)	\$10,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (additional cores)	\$2,500.00
5	ArcGIS for Server Enterprise Standard	
	Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores)	\$5,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (additional cores)	\$1,250.00
5	ArcGIS for Server Enterprise Basic	
	Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores)	\$3,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (additional cores)	\$750.00
5	ArcGIS for Server Workgroup Advanced	
	Annual Maintenance for ArcGIS for Server Workgroup Advanced (up to two cores)	\$2,500.00
	Annual Maintenance for ArcGIS for Server Workgroup Advanced (additional cores—maximum four cores per server)	\$1,250.00
5	ArcGIS for Server Workgroup Standard	
	Annual Maintenance for ArcGIS for Server Workgroup Standard (up to two cores)	\$1,250.00
	Annual Maintenance for ArcGIS for Server Workgroup Standard (additional cores—maximum four cores per server)	\$625.00
5	ArcGIS for Server Workgroup Basic	
	Annual Maintenance for ArcGIS for Server Workgroup Basic—(price per server [core pricing does not apply]—min	\$1,250.00
5	ArcGIS Extensions for Server Enterprise Advanced	
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for Data Reviewer for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for Data Reviewer for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores)	\$625.00

ADDENDUM E Cont.

5	ArcGIS Extensions for Server Enterprise Standard	
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores)	\$625.00
5	ArcGIS Extensions for Server Workgroup Advanced	
	Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
5	ArcGIS Extensions for Server Workgroup Standard	
	Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for Image Extension for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License	\$1,250.00
5	ArcGIS for Server Enterprise Staging Server	
5	ArcGIS for Server Enterprise Advanced Staging Server	
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$5,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$1,250.00
5	ArcGIS for Server Enterprise Standard Staging Server	
	Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores) Staging Server	\$2,500.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (additional cores) Staging Server	\$625.00
5	ArcGIS for Server Enterprise Basic Staging Server	
	Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores) Staging Server	\$1,500.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (additional cores) Staging Server	\$375.00
5	ArcGIS Extensions for Server Enterprise Staging Server	
5	ArcGIS Extensions for Server Enterprise Advanced Staging Server	
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server	\$313.00

ADDENDUM E Cont.

5	ArcGIS Extensions for Server Enterprise Standard Staging Server	
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server	\$313.00
12	Other Software	
12	Esri Mapping and Charting	
	Annual Maintenance for Esri Production Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Production Mapping Single Use License	\$2,500.00
13	Mobile GIS	
13	ArcPad	
	Annual Maintenance for ArcPad Single Use License	\$250.00

04/21/09
2008

RECEIVED

DEC 23 2008



AGENDA SHEET FOR COUNCIL MEETING OF: January 5, 2009

CITY CLERK'S OFFICE
SPOKANE, WA

Submitting Dept.
MIS

Contact Person/Phone No.
Garv Brakel/625-6465

Council Sponsor
Joe Shogan

ADMINISTRATIVE SESSION

- X Contract
- o Report
- o Claims

LEGISLATIVE SESSION

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

CITY PRIORITY

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- X Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

OPR 2008 - 1140

OPR2005-0076

STANDING COMMITTEES

(Date of Notification)

- X Finance 12/10/08
- o Neighborhoods
- o Planning/Community & Econ Dev

- o Public Safety
- o Public Works

Neighborhood/Commission/Committee Notified:
Action Taken:

AGENDA

WORDING:

(If contract, include the term.)

Interlocal Contract with Spokane County, City of Spokane Valley, The Health District, and the Spokane Regional Transportation Council to pay Spokane County Information Services for participation in Environmental Systems Research Institutes' (ESRI) Geographic Information System (GIS) software Enterprise License Agreement. This is a four-year contract. The cost of the first year (2009) is up to \$116,139.89 approximately. Billing for subsequent years will be monthly (\$9,678.32 approx.) and starts January of 2009.

Remittance address: Spokane County Treasurer, P.O. Box 2244, Spokane, WA 99210-2244.

BACKGROUND:

(Attach additional sheet if necessary)

Goals:

1. Reduce future GIS software acquisition costs and continue to improve the efficiency of geographic services provided to the community for the City of Spokane by continuing to coordinate with Spokane County, the City of Spokane Valley, the Spokane Regional Health District and the Spokane Regional Transportation District.
2. Acquire an ESRI Enterprise License, which would cap the majority of GIS software expenditure growth for the next 4 years.
3. Support "ESRI GIS" software as the standard for region. Having a common GIS software standard has enabled a regional GIS database to be built and maintained. This database has allowed agencies in the region to provide cost-effective geographic information services while avoiding the costly duplication of database development activities.

Benefits:

1. Avoid continual license and maintenance fee increases to existing software. Expand the use of WEB based GIS tools without incurring additional software acquisition costs.
2. Includes access to online training for GIS staff.

RECOMMENDATION: Approve & Authorize

Fiscal Impact: o N/A

Budget Account: o N/A

X Expenditure: \$ 125,000.00

5300-41630-18850-54820

o Revenue: \$

#

o Budget Neutral

ATTACHMENTS: Include in Packets: Contract

On file for Review in Office of City Clerk:

SIGNATURES:

MIS Department Head

Purchasing

Finance MRL

Legal

Division Director
For the Mayor

Council President

DISTRIBUTION: Acctg - P Dolan
Tx & Lic - W Beddow

Contract Acctg - M Lesesne
MIS - J Hamilton

Legal (contract) - B Burns
Spokane County IS
(Ian Von Essen)

APPROVED AND
CONTRACT AUTHORIZED

BY SPOKANE CITY COUNCIL

COUNCIL ACTION:

CITY CLERK

INTERLOCAL AGREEMENT FOR THE CITY OF SPOKANE'S, CITY OF SPOKANE VALLEY'S, SPOKANE REGIONAL HEALTH DISTRICT'S, AND THE SPOKANE REGIONAL TRANSPORTATION COUNCIL'S PARTICIPATION IN THE ESRI/SPOKANE COUNTY, WA RECONSOLIDATED ENTERPRISE LICENSE AGREEMENT NO. 2004ESL6082, AS AMENDED AND RECONSOLIDATED PURSUANT TO AMENDMENT 4

THIS AGREEMENT, is made and entered into this 16th day of December 2008 by and between the CITY OF SPOKANE, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201; the CITY OF SPOKANE VALLEY, a municipal corporation of the State of Washington, having offices for the transaction of business at 11707 E. Sprague Avenue, Suite 106, Spokane Valley, Washington 99206; the SPOKANE REGIONAL HEALTH DISTRICT, a municipal corporation of the State of Washington, having offices for the transaction of business at 1101 W. College Avenue, Spokane, Washington 99201; the SPOKANE REGIONAL TRANSPORTATION COUNCIL, a municipal corporation of the State of Washington, having offices for the transaction of business at 221 W. First Avenue, Suite 310, Spokane, Washington 99201; and SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at 1115 West Broadway, Spokane, WA 99260.

The CITY OF SPOKANE, the CITY OF SPOKANE VALLEY, the SPOKANE REGIONAL HEALTH DISTRICT, and the SPOKANE REGIONAL TRANSPORTATION COUNCIL are listed as "Participating Eligible Agencies" in Appendix A to the ESRI/Spokane County, WA Reconsolidated Enterprise License Agreement No. 2004ESL6082, As Amended and Reconsolidated Pursuant to Amendment 4. For purposes of this Agreement, they are hereinafter referred to as "the Participating Agencies." Spokane County is hereinafter referred to as "the County." Collectively, the Participating Agencies and the County are referred to as "the Parties."

WITNESSETH:

WHEREAS, pursuant to the provisions of Revised Code of Washington RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, Chapter 39.34 RCW authorizes public agencies to contract with one another to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the Parties have cooperated for many years in the use of Geographic Information Systems Resources by standardizing on ESRI GIS software in order to jointly build common interagency GIS data layers that have enabled the parties to providing geographic services that have best met the needs of the community while avoiding duplication of effort and cost; and

WHEREAS, in 2004, the Participating Agencies entered into interlocal agreements with the County to receive and use selected software, data and documentation subject to the terms and conditions set forth in Enterprise License Agreement No. 2004ESL6082 between Environmental Systems Research Institute, Inc.(ESRI), and the County; and

WHEREAS, in 2008, ESRI and the County have entered into the ESRI/Spokane County, WA Reconsolidated Enterprise License Agreement No. 2004ESL6082, As Amended and Reconsolidated Pursuant to Amendment 4; and

WHEREAS, the Parties desire to reduce GIS software acquisition costs and continue to improve the efficiency of geographic services provided to the community; and

WHEREAS, the Participating Agencies are desirous of continuing to receive and use selected software, data and documentation subject to the terms and conditions set forth in the ESRI/Spokane County, WA Reconsolidated Enterprise License Agreement No. 2004ESL6082, As Amended and Reconsolidated Pursuant to Amendment 4.

WHEREAS, the Parties desire to continue further cooperation by agreement;

NOW, THEREFORE, in consideration for the mutual terms and conditions contained herein the parties hereto covenant and agree as follows:

1. Purpose. The purpose of this Agreement is for the County to provide an opportunity for the Participating Agencies to acquire selected ESRI GIS software licenses, maintenance and other administrative services/benefits as delineated herein and under the terms and conditions of the ESRI/Spokane County, WA Reconsolidated Enterprise License Agreement No. 2004ESL6082, As Amended and Reconsolidated Pursuant to Amendment 4(hereinafter referred to as "ELA").

2. Participation. The Participating Agencies are authorized to participate in the ELA, provided they agree to abide by the terms and conditions of the ELA (incorporated as Addendum A herein) applicable to a Licensee by signing this document. ESRI may pursue remedies against a Licensee directly for noncompliance of the terms of the ELA. Rights specifically granted to the County by ESRI are not to be extended to the Participating Agencies.

3. Additional Or Revised Terms. The Participating Agencies agree that additional or revised licensing terms for: (1) upgrades or updates to the Site License Software and Limited Deployment Software or (2) upgrades or updates to IDIQ (non-Site License Software) items may be incorporated from time to time. These license revisions/updates shall be provided by the County to the Participating Agencies as they are incorporated into the ELA. Additional or revised terms and conditions for new software, data, documentation, shall be governed by the ELA, and any revised terms found in the then-current General License Terms and Conditions and Exhibit 1, the terms of which will be indicated on ESRI's Web site or enclosed in the deliverable's packaging, depending on the method of delivery. The pricelist(s) for IDIQ Software, Data, Documentation, maintenance for IDIQ items, training or services may be revised from time to time, but in no event shall pricing contained therein exceed standard commercial pricing. Unless revised via mutual written amendment between ESRI and the County, the annual

ELA fee paid by the County to ESRI is fixed for the term of the agreement. The items provided by ESRI in exchange for the fee are identified in the ELA and include selected software (type and quantity defined), maintenance for the defined software, limited virtual campus training and a fixed amount of ESRI User Conference registration passes.

4. Agreement Is Non-Exclusive. The Participating Agencies agree to officially name ESRI as their standard and further agrees to act as a reference for other ESRI customers and potential customers as long as this Agreement remains in effect. Notwithstanding, under no circumstances shall this Agreement be construed or interpreted as an exclusive dealings agreement and the Participating Agencies reserve the right to purchase from third parties any of their requirements for GIS software.

5. Scope Of Services. Services provided by the County Information Systems Department's GIS Division (ISD-GIS) are as follows:

- a. The County's ISD-GIS Division shall administer and manage the ESRI ELA for the Participating Agencies. The County will have the authority from ESRI to deploy ESRI Site License Software to the Participating Agencies. The Participating Agencies shall receive maintenance as defined by the ESRI ELA. Such maintenance shall be coordinated/managed by the County as further defined herein. The County may deploy up to the total quantity of ESRI Software licenses as defined in Table B-1 of Appendix B of the ESRI ELA. The Participating Agencies and the County may also issue purchase orders directly to ESRI for IDIQ Software (Software not identified in Table B-1 of Appendix B of ESRI ELA), Data, Documentation, maintenance for IDIQ Software, training, or custom services. Requests and orders for such ESRI software or services shall be made directly to ESRI and shall not be administered and managed by Spokane County ISD-GIS..
- b. The County shall provide Tier 1 Technical Support via a Central GIS Help Desk. The County's ISD-GIS Division shall also maintain the official list of the eight (8) named individuals who may contact ESRI's Technical Support Group directly for Tier 2 Technical Support in Addendum A with at least one individual per Participating Agency.
- c. ESRI Conference Registrations and ESRI Virtual Campus Web-based Training Seats shall be distributed to the Participating Agencies, based on the percentage a given agency is contributing to the annual payment of the ELA and County ELA Administration Fee. The Participating Agencies will be entitled to at least once ESRI Conference Registrations per year upon request.
 - ii. Distributions of the ESRI Conference Registrations and ESRI Virtual Campus Web-based Training Seats will be based on the methods described in Section 6 c4 under INVOICING AND COST SHARING but summed for the entire year.
 - iii. . Spokane County's ISD-GIS Division shall notify the Participating Agencies of its ESRI Conference Registrations and ESRI Virtual

Campus Web-based Training Seats allocation for the coming year by January 15th of each year that the ELA remains in effect.

6. Invoicing And Cost Sharing. The County shall handle all invoicing associated with the ESRI ELA as follows.

a. Make annual payments, year five (\$195,000), year six and seven and potentially year eight (\$230,000) to ESRI within 45 days of the anniversary date of ESRI ELA of 1 January for the term of the ELA.

b. The County ELA Administration Fee will be \$5,000 for the administration of ESRI's ELA.

c. Year five through seven (and potentially year eight) proration's of County ELA Administration Fee and ESRI ELA License Fee shall be based on number of ESRI software licenses keyed to a given agency/licensee. An ESRI software license table will be maintained by the County's ISD-GIS Division and updated on a monthly basis for each licensee. Cost allocation of the portion of the ESRI ELA License Fee that a given agency/licensee would be responsible for will be calculated as follows:

i. Each individual ESRI software license will be associated with its associated standard ESRI maintenance fee, except for ArcEngine Runtime (client) licenses which will be tabulated sans the maintenance fees. See Addendum F for Table of Standard ESRI Maintenance Fees

ii. The sum of the standard ESRI maintenance fees for all keyed ESRI software licenses for given agency will then be calculated.

iii. The sum of all agencies standard maintenance fees will be calculated.

iv. The sum of each agency's individual standard ESRI maintenance fees calculated in Step 2 will be divided by the sum of all agencies standard maintenance fees calculated in Step 3. The result of this calculation will then be turned into a percentage by multiplying by 100. This percentage calculation for each agency will be generated on a monthly basis.

v. The sum (\$200,000.00 for year five, \$235,000.00 for years six, seven, and potentially eight) of the annual County ELA Administration Fee (\$5,000.00) and the annual ESRI ELA License Fee (\$195,000.00 or \$230,000 depending on the year of the agreement) will then be divided by twelve and multiplied by a given agency's monthly percentage calculated in Step 4 and invoiced to that agency on a monthly basis by the County's Information Systems Department (ISD). All calculations for Steps 1-5 will be based on the ESRI software license table maintained by the County's ISD-GIS Division. This table is included in Addendum B. The Participating Agencies shall remit the funds due to the County within 30 days of invoicing. Monthly invoicing for years five through

seven and potentially eight begins in January of the preceding year as ESRI requires maintenance payments in advance for software and maintenance.

7. Request, Deployment, & Account Procedures Of Newly-Keyed ESRI AGREEMENT Site License Software. The County's ISD-GIS Division shall maintain the official list authorized individuals (one per licensee) in Addendum C who have the budget authority to request additional ESRI software covered by the ESRI AGREEMENT (as defined in Table B-1 of Appendix B of the ESRI AGREEMENT). Requests by a given Eligible Agency for additional ESRI Software License must be sent to gissupport@spokanecounty.org. Newly keyed licenses will be added for that licensee on a monthly basis to the ESRI software license Table maintained by the County's ISD-GIS Division. (as initially described in Addendum B). Newly keyed licenses will be incorporated on a monthly basis into the Cost allocation procedures describe in Section 6 c4 under INVOICING AND COST SHARING.

8. Compliance with Laws. Each party shall comply with all federal, state, and local laws and regulations.

9. Assignments. This Agreement is binding on the Parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

10. Amendments. This Agreement may be amended at any time by mutual written agreement. No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this Agreement.

11. Anti-kickback. No officer or employee of the Participating Agencies, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this contract.

12. Termination. Either party may terminate this Agreement by thirty (30) days' written notice to the other party. In the event of such termination, the Participating Agencies shall pay for any work completed up to the thirty (30) days or termination date.

13. Severability. In the event any provision of this Agreement should become invalid, the rest of the contract shall remain in full force and effect.

14. Nondiscrimination. No individual shall be excluded from participation in, denied benefit of, subject to discrimination under, or denied employment in the administration of or in connection with this Agreement because of race, color, creed, marital status, familial status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran status, age, or disability. The Parties shall comply with all applicable federal, state and local nondiscrimination laws, regulations and policies.

15. Venue. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its

construction and enforcement. Any action or judicial proceeding for the enforcement of this Agreement, or any provision thereof, shall be instituted only in a court of competent jurisdiction within Spokane County, Washington.

16. All Writings Contained Herein. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

17. Administration. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

18. Agreement To Be Filed. The Participating Agencies shall file this agreement with its Participating Agencies Clerk. The County shall file this agreement with the County Auditor.

19. Non-Waiver. No waiver by any the Parties of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.

20. Headings. Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

21. Compliance With Laws. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

22. Relationship Of The Parties. The Parties intend that an independent contractor relationship will be created by this Agreement. The Participating Agencies are interested only in the results that could be achieved, and the conduct and control of all services will be solely with the County. No agent, employee, servant or otherwise of the County shall be deemed to be an employee, agent, servant, or otherwise of the Participating Agencies for any purpose, and the employees of the County are not entitled to any of the benefits that the Participating Agencies provides for the Participating Agencies' employees. The County will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors or otherwise, during the performance of this Agreement. The County does not have the power or authority to bind the Participating Agencies in any promise, agreement, or representation other than specifically provided for in this Agreement.

23. Enforcement Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

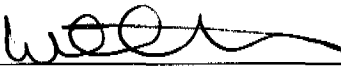
24. Maintenance Of Records. The Parties will maintain, for at least three (3) years after completion of this agreement, all relevant records pertaining to the agreement. The Parties shall

make available to other Parties, or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Parties shall have kept in conjunction with this Agreement, and which the Parties may be required by law to include or make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services contracted for herein.

25. Remedies. No remedy herein conferred upon the Parties is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed on the date and year opposite their respective signatures.

SPOKANE COUNTY:

By: 
Title: DIRECTOR JSD

12-17-08
Date

CITY OF SPOKANE:

TD
Mayor **Thomas E. Danek, Jr.**
for the **City Administrator**
City of Spokane

4-22-09
Date

Approved as to Form: *[Signature]*
Assistant City Attorney

Attest: *[Signature]*
City Clerk



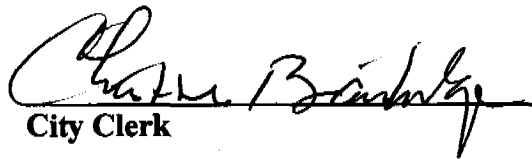
CITY OF SPOKANE VALLEY:



DAVE MERCIER, City Manager

3/10/09
Date

ATTEST:



City Clerk

3-10-09
Date

SPOKANE REGIONAL TRANSPORTATION COUNCIL:

 Gene F. Nicks
Title: *Manager*

 February 26, 2009
Date

**ADDENDUM A
ELGIBLE AGENCY STAFF WHO MAY CONTACT ESRI'S TECHNICAL SUPPORT
GROUP DIRECTLY**

SPOKANE COUNTY

6505	SPOKANE COUNTY	MIKE STEWART	(509) 477-7253	Database Admin & SDE	mstewart@spokanecounty.org
6506	SPOKANE COUNTY	DAVE RIDEOUT	(509) 477-7251	GIS Transportation - Engineering Apps.	mstewart@spokanecounty.org
19292	SPOKANE COUNTY	SHAWNA ERNST	(509) 477-7531	GIS & Cadastral Apps.	semst@spokanecounty.org
6505	SPOKANE COUNTY	DARCY ACHENBACH	(509) 477-4142	GIS Web Services	dachenbach@spokanecounty.org

CITY OF SPOKANE

6742	CITY OF SPOKANE	MIKE SMITH	(509) 625-6457	GIS	BMSmith@SpokaneCity.org
6742	CITY OF SPOKANE	BILL MYERS	(509) 625-6418	Database Admin & SDE	bmyers@spokanecity.org

CITY OF SPOKANE VALLEY

Under contract w/ Spokane County ISD-GIS. All ESRI Technical Support will be initiated by Spokane County ISD-GIS

SPOKANE REGIONAL HEALTH DISTRICT

14423	SPOKANE REGIONAL HEALTH DISTRICT	MARK SPRINGER	(509) 324-1448	GIS & Epidemiology	mspringer@spokanecounty.org
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SPOKANE REGIONAL TRANSPORTATION COUNCIL

40540	SPOKANE REGIONAL TRANSPORTATION DISTRICT	Kevin Shipman	(509) 343-6385	GIS & Transportation Planning	kshipman@src.org
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**ADDENDUM B
YEAR ONE COST ALLOCATION OF ESRI ELA & COUNTY ELA ADMINISTRATION FEE***

Itemization of ESRI ELA Site License Fee	
ESRI Enterprise Site License	\$ 230,000.00
Taxes	\$ 19,780.00
ESRI ELA w taxes	\$ 249,780.00
Total ESRI ELA Fee	\$ 249,780.00
Total ESRI ELA Fee w/ County Admin	\$ 254,780.00

Itemization of County Administration Fee	2008 ESRI Monthly Maintenance Input Totals	%	Prorated County Admin Fee	County Admin Fee
Spokane County	\$ 47,500.00	31.30%	\$ 1,565.07	\$ 5,000.00
City of Spokane	\$ 90,550.00	59.67%	\$ 2,983.53	
SRTC	\$ 4,700.00	3.10%	\$ 154.86	
Spokane County Health District	\$ 1,700.00	1.12%	\$ 56.01	
Spokane Valley	\$ 7,300.00	4.81%	\$ 240.53	
	\$ 151,750.00	100.00%	\$ 5,000.00	

Itemization By Agency of ESRI ELA Fee & County Admin. Fee	2008 ESRI Monthly Maintenance Input Totals	%	ESRI ELA Base Allocation	ESRI ELA Splits	Enterprise Increase Amount	Prorated County Admin Fee	ESRI ELA & County Admin Fee
Spokane County	\$ 105,900.00	50.39%	\$ 115,902.93	\$ 125,870.58	\$ 19,970.58	\$ 1,565.07	\$ 127,435.65
City of Spokane	\$ 90,550.00	43.09%	\$ 99,103.02	\$ 107,625.88	\$ 17,075.88	\$ 2,983.53	\$ 110,609.41
SRTC	\$ 4,700.00	2.24%	\$ 5,143.94	\$ 5,586.32	\$ 886.32	\$ 154.86	\$ 5,741.18
Spokane County Health District	\$ 1,700.00	0.81%	\$ 1,860.58	\$ 2,020.59	\$ 320.59	\$ 56.01	\$ 2,076.60
Spokane Valley	\$ 7,300.00	3.47%	\$ 7,989.53	\$ 8,676.63	\$ 1,376.63	\$ 240.53	\$ 8,917.16
	\$ 210,150.00	100.00%	\$ 230,000.00	\$ 249,780.00	\$ 39,630.00	\$ 5,000.00	\$ 254,780.00

- These table values change month to month based upon the number of software licenses requested by the Participating Agencies.

**ADDENDUM C
ELGIBLE AGENCY AUTHORIZED INDIVIDUALS
FOR SOFTWARE REQUESTS**

(The following list of individuals have the budget authority of within their agency to make requests to Spokane County ISD-GIS for ESRI software covered by the ESRI ELA)

CITY OF SPOKANE

CITY OF SPOKANE				
6742	CITY OF SPOKANE	BILL MYERS	(509) 625-6418	bmyers@spokanecity.org

CITY OF SPOKANE VALLEY

CITY OF SPOKANE VALLEY				
	CITY OF SPOKANE VALLEY	MORGAN KOUDELKA	(509) 688-0186	mkoudelka@spokanevalley.org

SPOKANE REGIONAL HEALTH DISTRICT

SPOKANE REGIONAL HEALTH DISTRICT				
14423	SPOKANE REGIONAL HEALTH DISTRICT	MARK SPRINGER	(509) 324-1448	mspringer@spokanecounty.org

SPOKANE REGIONAL TRANSPORTATION COUNCIL

SPOKANE REGIONAL TRANSPORTATION COUNCIL				
40540	SPOKANE REGIONAL TRANSPORTATION DISTRICT	GLEN MILES	(509) 343-6370	gmiles@srta.org



Amendment Number 4
to
Enterprise Site License Agreement
Between
Spokane County, Washington
and
Environmental Systems Research Institute, Inc. (ESRI)
ESRI Contract Number 2004ESL6082

This Amendment revises the Agreement between ESRI and County to: i) extend the term three (3) more years and provide a pre-priced option to extend for one additional year thereafter, ii) revise the fees for the additional years, iii) update the documents contained in the Agreement to reflect the current enterprise license type agreement approach, and iv) and rename the Agreement to Reconsolidated Enterprise License Agreement.

The Agreement is modified as follows:

1. MPA Price List E413, dated 4/08 is deleted and replaced with, MPA Price List E411, dated 11/08. A copy of the current E411 11/08 is enclosed.
2. A copy of the most current General License Terms and Conditions, E200 and Scope of Use – Exhibit 1, E300 is enclosed for distribution and use by participating Licensees.
3. Training Terms and Conditions E207, 11/04 is deleted and replaced with the most current version Training Terms and Conditions E207, 1/08. A copy of the current E207 1/08 is enclosed.
4. Attachment B of E600 – Time and Materials Rate Schedule is updated to Calendar Year (CY) 2008 rates. A copy of the 2009 Time and Materials Rate Schedule is enclosed. Use of these rates shall cease December 31, 2009. ESRI shall forward then-current CY labor rate schedules annually to County every December for its use.
5. Enterprise License Agreement Addendum inclusive of its appendices has been revised and reconsolidated.

The Agreement has been revised, amended and reconsolidated to reflect the above changes and is attached as the Reconsolidated Enterprise License Agreement ("Agreement"). The Agreement is now comprised of the documents identified on the first page of the revised Agreement (items 1 through 13) and supersedes the previous version in its entirety.

Except as modified by this Amendment, all other terms in the Agreement and any other previous amendments to the Agreement are incorporated herein by this reference and remain unchanged unless modified by a separate signed modification agreement.

ACCEPTED AND AGREED:

SPOKANE COUNTY
(County)

By: [Signature]
Authorized Signature

Printed Name: William A. Fiederer

Title: DIRECTOR ISD

Date: 12-17-08

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.

(ESRI)

By: [Signature]
Authorized Signature

Printed Name: LAURA DANGERMONT
VICE PRESIDENT

Title: _____

Date: DEC 31 2008

**ESRI/SPOKANE COUNTY, WA
RECONSOLIDATED ENTERPRISE LICENSE AGREEMENT
Agreement No. 2004ESL6082
as amended
and Reconsolidated pursuant to Amendment 4**

This Reconsolidated Enterprise License Agreement ("Agreement") is an update to the existing Enterprise Site License Agreement between Spokane County, WA ("County") and Environmental Systems Research Institute, Inc. ("ESRI"). This revised Agreement entitles County to be provided and use selected ESRI® Software, Data, Documentation, be provided tailored maintenance (technical support and updates/upgrades), conference registrations and virtual campus training over a three (3) year period of time from the effective date, subject to a payment of fees and the terms of this Agreement as specified herein. In addition to the County, several Eligible Agencies as defined in Appendix A will be authorized to participate. The County shall act as the lead agency responsible for management, administration, oversight of this Agreement, including deployment of selected software to Eligible Agencies. Use of software by an Eligible Agency shall be in accordance with the terms of the License Agreement promulgated via an interagency agreement that shall flow through the requirements of the License Agreement and any other applicable requirements contained in this Agreement to the Eligible Agencies.

Additionally the County or Eligible Agencies may order training, services, custom software, and maintenance for standard licenses, or standard licenses for Software, Data, and Documentation separately under the applicable terms of this Agreement (excluding the Enterprise License Addendum Terms and Conditions, E512M) as further described in Appendix C.

The Reconsolidated Enterprise License Agreement is comprised of the following documents:

1. This cover page
2. Enterprise License Addendum Terms and Conditions, E512M – Revised/Updated
3. -APPENDIX A, Eligible Agencies – Unchanged
4. -APPENDIX B, Enterprise License Agreement Software and Deployment Schedule – Revised/Updated
5. -APPENDIX C, Enterprise License Fee Schedule – Revised/Updated
6. -APPENDIX D, County Deployment Report - Revised
7. -APPENDIX E, - Deleted
8. General License Terms and Conditions, E200 – Updated
9. Exhibit 1, Scope of Use, E300 – Updated
10. MPA Price List – Revised/Updated
11. Client Site Training Terms and Conditions, E207 – Updated
12. Custom Software, Technical Data, and Assistance License Addendum E600, including; – Unchanged
 - Attachment A--Sample Task Order and; – Unchanged
 - Attachment B--Time and Materials Rate Schedule (J-8410) – Updated

Licensing of Enterprise License Software and Software, Documentation, Web Services or Data shall be under the General License Terms and Conditions E200 and Exhibit 1, Scope of Use, E300 as updated. The General License Terms and Conditions E200 and Exhibit 1, Scope of Use, E300 shall also be known as "2004MLA6082" or "License Agreement".

All Licensees when using ESRI Software, Data, Web Services or Documentation are required to abide by the licensing terms of the License Agreement. It shall be the County's responsibility to flow down the license terms (License Agreement) to the Authorized Users and be responsible to provide oversight compliance of the use of the Enterprise License Software Deployed to the Eligible Agencies.

ESRI is a trademark, registered trademark, or service mark of ESRI in the United States, the European Community, or certain other jurisdictions.



ENTERPRISE LICENSE AGREEMENT ADDENDUM

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ARTICLE 1—DEFINITIONS

All words, phrases, or terms defined in other parts of this Enterprise License Agreement (ELA) shall have the same meaning in this Enterprise License Agreement Addendum. The following additional words, phrases, or terms shall have the following meaning:

- A. "Authorized User" means an employee, or staff member of a Licensee who is authorized to use the Enterprise License Software solely in support of Licensee.
- B. "Centralized Help Desk" means a centralized location where named authorized representatives of the County serve as the point of contact from which all Tier 1 Support will be given to Authorized Users, and from which all Tier 2 requests will be issued and coordinated with ESRI.
- C. "County" means Spokane County, Washington, including its agencies, departments, divisions, or offices. The County's Information Systems Department shall be the signatory and lead agency responsible for administration of this Agreement.
- D. "Deploy", "Deployed", or "Deployment" means the redistribution of the Enterprise License Software (and its related keycodes/registration files), or its having been redistributed by the County to Licensee Authorized User(s) machine or computer for use in accordance with the terms of this Agreement. Deployment to consultants or contractors is not authorized.
- E. "Eligible Agencies" means the government entities (i.e., city, district, or council) that have been identified in Appendix A as eligible to participate under this Agreement.
- F. "Enterprise License Software" means the Software identified in Table B-1 and Table B-2 of Appendix B. Enterprise License Software does not include unit-priced separately orderable item(s) or ESRI technology that may be embedded in third-party products purchased by a Licensee.
- G. "Incident" means a failure of the Software to operate according to the Documentation furnished by ESRI where such failure substantially impacts operational or functional performance.
- H. "Licensee" means County or Eligible Agencies who have acquired Software, Data, or Documentation in accordance with the terms of this Agreement. Eligible Agencies must be bound to the terms of the License Agreement via interlocal agreement.
- I. "License Agreement" means the General License Terms and Conditions (E200) and Exhibit 1, Scope of Use (E300), also known as 2004MLA6082.
- J. "ELA Maintenance" means Tier 2 Technical Support and updates, patches, and upgrades provided by ESRI for the Enterprise License Software and Rolled-In Software
- K. "Rolled-In Software" means preexisting Software of the same type as Enterprise License Software that Licensee acquired for use prior to the term start date of this Agreement that may be incorporated into and maintained for the term of the ELA Agreement.
- L. Reserved M. "Technical Support" means a process to attempt to resolve reported Incidents through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of corrections or modifications provided by ESRI Technical Support staff.
- N. "Tier 1 Support" means the Technical Support provided by Centralized Help Desk as the primary contact to Authorized Users in attempted resolution of reported Incidents.
- O. "Tier 2 Support" means the Technical Support provided by ESRI to the Centralized Help Desk when the Incident cannot be resolved through the Tier 1 Support.

ARTICLE 2—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Licensee's use of Enterprise License Software is subject to the terms of the License Agreement and any additional applicable terms under this Article 2 and below Article 3 of this Enterprise License Agreement. Unit-priced separately orderable items, if acquired and Rolled-In Software shall be licensed in accordance with terms of the License Agreement.

ARTICLE 3—SCOPE OF USE

In addition to the grant of license in E200, General License Terms and Conditions, the following *Permitted Uses* are hereby granted for the software identified as Enterprise License Software in Appendix B:

- A. The County, through its Information Systems Department, may copy and Deploy the Enterprise License Software identified in Appendix B up to the quantities of Enterprise License Software licenses granted to Licensee's Authorized Users for Licensee's internal use during the term of this Agreement, provided that prior to Deployment of such software to Eligible Agencies by County, an Interlocal Agreement (IA) is in place with the receiving Eligible Agency that requires the agency to agree that each is a Licensee and each shall abide by the licensing terms contained in the License Agreement (E200 General License Terms and Conditions and E300 Exhibit 1—Scope of Use) and any additional applicable terms contained in this Agreement. The License Agreement and any additional applicable terms shall be incorporated into the IA as an attachment. No other Licensee has a right to Deploy the Enterprise License Software identified in Appendix B. Enterprise License Software not identified in Appendix B is available on an unit priced basis only and shall be licensed in accordance with the License Agreement. Hard-copy books may not be copied.
- B. A License in accordance with the terms of the License Agreement, will vest to Licensee for Enterprise License Software Deployed from the list in Appendix B to it, upon full payment of the total of all ELA fees identified in Appendix C, if paid as defined in this Agreement. Term or subscription licenses expire at the end of the term of this Agreement.

In addition to the grant of license in E200, General License Terms and Conditions, the following *Uses Not Permitted* are incorporated for the software identified as Enterprise License Software in Appendix B:

- A. Beta licenses are not available under this Agreement. Therefore, Section 3.2, Beta License in the License Agreement, is deleted in its entirety.D.
- B. Section 3.4, Consultant Access, of E200 General License Terms and Conditions, is revised to add the requirement that any consultant or contractor may only access the Software, Data, or Documentation via a secure network with the Software, Data, or Documentation installed on computers owned and controlled by Licensee located within the County.
- C. County shall not Deploy additional copies of the Enterprise License Software beyond the quantities of licenses in use upon termination or in use on the date of expiration.
- D. County shall not transfer, redistribute, or Deploy the Software, Data, or Documentation outside of the United States and outlying areas without the prior written permission of ESRI and agreement on additional fees, if any. Any such export shall also be subject to Section 10.2, Export Control Regulations, of E200, General License Terms and Conditions.

ARTICLE 4—POINTS OF CONTACT

4.1 Principal Points of Contact for Ordering and Technical Issues—Each party shall identify a principal point of contact for administrative and technical issues. Either party may change its points of contact by written notice to the other party.

1. ESRI Point of Contact for order processing and administrative issues

Name: Customer Service
ESRI Redlands
380 New York Street
Redlands, CA 92373-8100
E-mail: service@esri.com
Phone: 909-793-2853, extension 2001
Fax: 909-307-3083

2. ESRI Contact for Technical Support issues

E-mail: support@esri.com <<mailto:support@esri.com>> OR intsupport@esri.com
Phone: (909) 793-3774 domestic US only
Fax: (909) 792-0960

Web: support@esri.com

3. County's Chief Point of Contact for Technical Support issues

Name: Mike Stewart
E-mail: _____
Phone: _____
Fax: _____

ARTICLE 5—MAINTENANCE, TRAINING, WORKSHOPS AND ADMINISTRATION

5.1 ELA Maintenance— ELA Maintenance is provided at no additional cost during the term of this Agreement for Deployed and Rolled-In Software (Appendix B) provided that standard maintenance is available for each item. ELA Maintenance includes benefits specified in the most current applicable ESRI U.S. Software Maintenance Program document (found at www.esri.com/legal) as modified by this Section 5.1. ELA Maintenance does not include Technical Support for Web Services. The maintenance reinstatement fee for Rolled-In Software will be waived for the term of the ELA. If, after expiration of this Agreement, paid maintenance for Software (Rolled-In or Deployed) is not purchased or is purchased and discontinued and at some later date, and Licensee is desirous to restart maintenance for Software, back maintenance fees from the date maintenance was last provided (after the term of this Agreement expires) shall also be due.

5.2 Technical Support—For the Software identified in Appendix B (quantity defined) ESRI shall provide Software support consisting of revisions to the Software (bug fixes, patches or workarounds, updates to manuals, installation instructions) and access to ESRI Technical Support via the telephone for ESRI Software that is currently supported by ESRI as further defined below.

County shall provide the first line (Tier 1) of Technical Support for Authorized User(s) of the Software from the County's Centralized Help Desk (CHD) function. The CHD shall provide all Tier 1 Support to Authorized Users. The County will provide Tier 1 Technical Support to its Authorized Users wherever they are located, through its CHD. At a minimum, the Tier 1 Support shall include those activities that assist the user in resolving "how to" and operational questions as well as questions on installation and troubleshooting procedures. The Tier 1 Support analysts shall be the initial points of contact for all questions and Incidents reported by Authorized Users. The Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the Authorized User. This may include obtaining any customizations, code samples, or map Data involved, if applicable to the Incident. The analyst shall also use any other information and databases it may develop to satisfactorily resolve Incidents. It is expected that most (est. 90% or more) of all Incidents shall be handled at the Tier 1 level by the CHD. If this effort does not resolve the Incident, the CHD Tier 1 Technical Support analyst may contact ESRI Technical Support for Incidents involving ESRI Products. CHD assistance services shall be provided in such a way as to minimize repeat calls and make solutions to problems available to the user community residing under the CHD structure.

For Tier 2 Technical Support, the CHD will forward support requests to ESRI. ESRI will log the calls received from the CHD and attempt to resolve the issues by dealing with the CHD and not the Authorized User. When resolved, ESRI will communicate the information to the County's CHD, and the CHD shall disseminate the resolution to the Authorized User. The County may assign up to eight (8) named CHD persons (from any Licensee) who may contact ESRI's Technical Support Group directly for Tier 2 Technical Support.

5.3 Web-Based Training—County will be provided access to ESRI Virtual Campus Web-based training through an annual 10,000 virtual campus dollar Annual User License (AUL). The license includes all asynchronous, self-study courses at the Campus that are authored by ESRI. The standard AUL does not include instructor-assisted courses, Web Workshops, and courses authored by third parties. County must designate a person as the AUL Administrator. The AUL Administrator receives and controls the Master Code that allows them to select courses and distribute Course Access Codes to employees of participating Licensees. Each course access code issued reduces the account value by the retail value of the course. Training must be started in the same annual period. The unused balance of Virtual Campus dollars shall be forfeited at the end of the annual period (one [1] year) and may not be credited toward other training or consulting services or rolled over to the next annual period.

5.4 Technical Workshops—GIS technology continues to evolve; therefore, ESRI believes it is important to provide regular technology briefings throughout the year so that County can manage changes before they occur. To support this, ESRI staff

will provide informal technical workshops as appropriate. These technology briefings may be delivered via the ESRI Virtual Campus or other appropriate means.

5.5 ELA Management and Software Upgrades/Updates—The duties of the County management and administrative issues POC (or its successor in interest) are as follows:

1. Administer the configuration, distribution, tracking, and Deployment of Enterprise License Software to Licensees Authorized End Users.
2. When required, order additional Windows hardware keys via a written (fax or e-mail is acceptable) request of ESRI.
3. Be responsible to obtain keycodes from ESRI to facilitate Deployment of the Enterprise License Software that employs a License Manager.

ARTICLE 6—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

6.1 Purchase Orders, Delivery and Deployment

- a. The County shall issue a purchase order upon execution of this Agreement, and annually thereafter in accordance with the fee schedule in Appendix C.
- b. Authorized Licensee's (Eligible Agencies and County) may also issue purchase orders to ESRI directly for IDIQ Software, Data, or Documentation, and maintenance, training, or custom services based on the fees/pricing specified in this Agreement for such items. The terms and conditions of this Agreement, excluding the Enterprise License Agreement Addendum, shall govern such orders issued by a Licensee, as applicable. Any additional or different terms included with an order from a Licensee shall require specific approval by ESRI via a written modification to this Agreement to be binding. Maintenance purchased separately shall be provided in accordance with standard ESRI maintenance policies/procedures.
- c. Upon receipt of a the purchase order from the County for the Enterprise License Software, Data, or Documentation listed in Appendix B, ESRI will deliver five (5) sets of Software media (includes Software, user documentation, and installation instructions) to the designated point of contact for the County. When providing patches, updates, or upgrades under maintenance, ESRI may make these available for downloading from ESRI's web site or deliver five (5) sets of Software media. The method of delivery shall be at the sole discretion of ESRI. If the County requires more than five (5) sets of media for any Software product, it may purchase them at the rates in the then-current MPA Price List. It shall be the County's obligation to further Deploy these materials to Authorized Users at Eligible Agencies on an as-required basis. ESRI shall provide to the County the hardware keys or confidential copy protection mechanism information (e.g., registration numbers or keycodes), if necessary, to activate the installed proprietary program that enables the licensed software to operate. Alternatively, ESRI may at its discretion provide to the County the capability to provide such hardware keys or registration numbers directly to Authorized Users.

6.2 Purchase Order Requirements—Any purchase orders issued by a Licensee shall reference and be subject to the terms and conditions of this Agreement. Purchase Orders may be provided by fax, mail, or digitally.

The following information/statements shall also be included in each purchase order.

- Name or identification of Licensee, place of delivery, and the end user name and contact information.
- Purchase order number.
- Date delivery is requested (minimum thirty [30] days after ESRI receipt of order).
- Primary site for maintenance if primary maintenance is *not* ordered.
- Quantity, description, and unit price.
- On the face of the purchase order, print the following statement: "Ordered under Enterprise License Agreement No. 2004ESL6082."
- ESRI Customer Number of Licensee.
- Name, address, and telephone number of purchaser's contact person or Licensee point of contact.

6.3 Registration/Keycode Request—For Enterprise License Software the County shall specify the system licensing information on a copy of the Registration/Keycode Request form in Appendix E, attached hereto and incorporated herein by reference, sufficiently in advance for ESRI to meet the delivery schedule based on standard shipping. The County may be provided the capability of generating keycodes via the World Wide Web through ESRI's Web site. ESRI will provide each County's designated points of contact an account number and a password for access to ESRI's Web-based keycode generation system located at a secure URL address. The County will keep the keycode account number and account password

confidential to ensure there is no unauthorized use of the keycode generation system. The County administrator will also be given complete written instructions on proper use of the keycode generator. ESRI will provide nominal assistance to train the designated administrator.

6.4 Statistics and Tracking—All orders pertaining to this Agreement will be processed through the ESRI office in Redlands as stated herein. The County shall be responsible to track all Enterprise License Software Deployed to Authorized Users and report to ESRI annually and at the termination of this Agreement the quantities, types, and location of all licenses Deployed.

6.5 ESRI User Conference Passes—Registrations for ESRI's annual International User Conference and Developer Conference are among the benefits under this Agreement. The following table outlines the number of Conference passes the County will be entitled to under this Agreement. The County will receive Conference passes annually for the term of this Agreement in the quantities set forth in Appendix C. The County shall be responsible for distributing the passes to all Licensees in an equitable manner.

Upon the expiration of this Agreement, user conference registrations shall be based on standard ESRI policies.

6.6 Annual Report of Deployments—Ninety (90) days prior to the anniversary date(s) and upon the expiration date of this Agreement, the County shall provide a written report to ESRI detailing the Deployments (to all Licensee Authorized End Users) made under this Agreement. The report (reference Appendix D sample) shall detail the total quantity of licenses Deployed to Licensees by software program type, and location and include the same information for the Rolled-In licenses. The quantity and location of Media and Install Kits provided shall also be included. The report shall be subject to audit by an authorized representative of ESRI. The total quantity Deployed may be part of the basis for any adjustment in fee at time of renewal.

6.7 Update of Pricing—The MPA Price List and the Time and Materials Rate Schedule may be updated from time to time to incorporate updated or new pricing and/or applicable/revised licensing terms.

ARTICLE 7—TERM, TERMINATION, AND EXPIRATION

7.1 Term and Termination—The term of this Agreement shall be from 1 January 2009 to 31 December 2011 unless extended one (1) additional year pursuant to Appendix C – One Year Extension Option. ESRI or the County may earlier terminate this Agreement after written notice for material breach. ESRI may elect to terminate the license rights of a particular Licensee for material breach without terminating this Agreement with the County or other Licensees. The breaching party shall be given a period of thirty (30) days to cure any material breach. Upon the termination of this Agreement for material breach, the County or Licensee shall uninstall, remove, and destroy all Software, Data, or Documentation, and training materials, and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such destruction to ESRI, which evidence shall be in a form acceptable to ESRI. County shall reasonably cooperate with ESRI in termination of a Licensee in material breach of this Agreement, including enforcement this Agreement with respect to such Licensee. Other items that may be included in this ELA such as EAP, Virtual Campus training license, access, or VC dollar credits, and User Conference Registrations shall also terminate if this ELA is terminated.

7.2 License Terms and Use Upon Expiration of Term—Upon payment of fees due and the expiration of this Agreement (at the end of the full term defined in Article 7.1) the Software Deployed and the preexisting Rolled-In Software that has been updated (under ELA Maintenance) may continue to be used and licensed by the Licensee under the terms and conditions set forth in the License Agreement. At the end of the term (as defined in Article 5.1) of this Agreement, the parties may negotiate to extend this Agreement or negotiate and execute a follow-on Agreement. Licensee will notify ESRI as to which licenses it will continue to support under continuing maintenance and which licenses will not be supported under maintenance.

7.3 License Termination Liability for Lack of Funds—Under no circumstances may County Deploy additional copies of the Software, Data, or Documentation upon termination of this Agreement for Lack of Funds. In the event that the County does not allocate, obligate, and pay the annual ELA fee due, ESRI may terminate this Agreement and the following conditions shall apply:

1. A Licensee must uninstall, remove, and destroy all Deployed Enterprise License Software and any whole or partial copies identified in Appendix B, Table B-2;

2. A Licensee may continue to use Deployed Enterprise License Software identified in Appendix B, Table B-1, provided
 - (i) Licensee shall report the quantity and types of Deployed Enterprise License Software, and ESRI shall determine the quantity and type of Software, Data, or Documentation that Licensee may continue to use under the general license terms, based on the value of the software deployed at commercial list prices against a portion of the amount paid (portion applicable to Enterprise License Software licenses identified in Table B-1). Licensee shall uninstall, remove, and destroy the Deployed Enterprise Software in excess of the authorized quantities and types. The remaining authorized quantities and types of software ("Remaining Software") shall be licensed in accordance with the License Agreement; and
 - (ii) Rolled-In Software licenses of the type identified in Table B-1 shall not terminate and may be used at the version level they have been upgraded to at the time of termination. Use and licensing of Rolled-In Software licenses shall be in accordance with the License Agreement.

Within thirty (30) days of termination of this Agreement for Lack of Funds, County must document in writing to ESRI, the total quantity and type (e.g. Product) of Remaining Software for which County desires to obtain maintenance, if any. Payment of maintenance fees for such Remaining Software for which County wishes to have maintenance, if any, will be effective from the date of the termination, provided that County allocates appropriate funds. Other items that may be included in this ELA such as EAP, Virtual Campus training access/ VC dollar credits, User Conference Registrations shall also terminate if this ELA is terminated for Lack of Funds. Rolled-In licenses that have been upgraded may continue to be used at the original Rolled-In quantities (and at the upgraded version). Use and licensing for Rolled-In licenses shall be in accordance with the License Agreement.

ARTICLE 8—NOTICES

All legal or contractual notices or communications required or permitted under this Agreement shall be in writing and shall be effective and deemed received upon personal delivery to the other party or seven (7) days after being dispatched as certified mail, return receipt requested, addressed as follows:

To: ESRI
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Manager, Contracts and Legal Services

To: Spokane County/ISD-GIS
 815 N. Jefferson St.
 Spokane, WA 99260-0400
 Attn: Ian Von Essen - GIS Manager

ARTICLE 9—CONFIDENTIALITY

Except to the extent required by law or regulation, Licensee shall use best efforts, as noted below, not to disclose the pricing, or terms and conditions of this Agreement. Licensee shall notify ESRI in the event it receives a request to disclose the pricing, or terms and conditions of this Agreement, under an Open Records Act or a Freedom of Information request or other request of a third party in sufficient time to permit ESRI to review and respond to such request. Licensee agrees that ESRI may publicize the existence of this Agreement. Licensee shall not publish in hard copy or electronically prices or fees for ESRI Software, Data, or Documentation, or services without ESRI's prior written consent. This restriction specifically applies to the World Wide Web (Internet). This restriction shall not apply to the extent such publication is required by law or regulation or court order provided ESRI is advised of such intended publication sufficiently in advance for ESRI to challenge such intended publication. ESRI consider the pricing set forth in this Agreement to be proprietary and confidential. Specifically, ESRI considers the Enterprise License Agreement pricing in Appendix C and the price list for unit priced orders to be proprietary and trade secret information of ESRI that may impact our competitive position in the industry if publicly disclosed. As such, disclosure may be made only to those employees of Licensee who have a need to know to perform their duties. ESRI gives permission to the County to maintain the prices, fees, and discounts on the County Intranet, subject to password protection accessible to eligible Agencies to support potential procurements, provided the County uses no less than the degree of care to protect this information as it uses to protect its own confidential information or third party information of similar nature. The County must include the following notice on information concerning this Agreement and its pricing posted on or accessible through the County Intranet that is accessible by Agencies and their employees, or on any other Web pages that make reference to this Agreement, including order forms:

PRICING INFORMATION CONTAINED IN THE ESRI ENTERPRISE LICENSE AGREEMENT IS CONSIDERED CONFIDENTIAL AND PROPRIETARY INFORMATION. EXCEPT TO SUPPORT

AUTHORIZED ACQUISITIONS, RECIPIENT SHALL NOT COPY, DISCLOSE TO ANY THIRD PARTY, OR USE ANY PRICING INFORMATION FOR ANY OTHER PURPOSE OR PROGRAM.

ARTICLE 10—RELATIONSHIP OF THE PARTIES

This Agreement does not constitute a partnership, joint venture or agency between the parties, nor shall either party hold itself out as such, nor shall either of the parties be bound or become liable because of any representation, action or omission of the other.

ARTICLE 11—FORCE MAJEURE

If the performance or any obligation under this Agreement, is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, threat of or actual terrorist act, cyber-attack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any County Agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be temporarily excused from such performance to the extent of such prevention, restriction, or interference.

ARTICLE 12—GIS STANDARD

Licensee agrees to officially name ESRI as its and its Affiliates' GIS standard and further agrees to act as a reference for other ESRI customers and potential customers as long as this Agreement remains in effect. Notwithstanding, under no circumstances shall this Agreement be construed or interpreted as an exclusive dealings agreement and Licensee and its Affiliates reserve the right to purchase from third parties any of their requirements for GIS software.

ARTICLE 13—PRODUCT LIFE CYCLE

The original Agreement was executed in December of 2004. Since that time several products have become obsolete or are no longer commercially offered. A Licensee may continue to use a Deployed product but support and upgrades for older products may not always be available. Some products may no longer be available for Deployment. Availability of products identified in Appendix B and ELA Maintenance (technical support and upgrades) for such items are subject to Product Life Cycle Support Status, which can be found at <http://support.esri.com/index.cfm?fa=software.gateway> by selecting the product type and then clicking on "Product Life Cycle" for specific product plans. ESRI's Life Cycle Support Policy defines the support phases and overall support plans and may be reviewed at <http://support.esri.com/knowledgebase/relatedDocs/ProductLifeCycle.pdf>.

ESRI may, at its sole discretion, discontinue offering any Software, Data, Maintenance, or other product or service (Products) included in this Agreement that is no longer offered commercially at any time upon reasonable written notice. ESRI will continue offering support for discontinued Software for one year from the date of notice. ESRI may, at its sole discretion, offer new Products; or price increases or reductions for any existing Products (exclusive of the Enterprise License Fee in Appendix C), and may update the MPA Price List, no more than quarterly, by written notice to County. ESRI may require additional license terms prior to use of new Products. Such notice shall become part of this Agreement upon (i) ordering Products covered by the notice or (ii) thirty (30) days after Licensee's receipt of notice, whichever is sooner. Licensee may object in writing to the notice prior to the occurrence of items (i) or (ii). Any objections or changes to the notice shall require written agreement of both parties.

APPENDIX A
Eligible Agencies

As a condition of participation, participating Eligible Agencies shall be contractually bound to the terms of this Agreement by executing an update to the existing interlocal agreement (IA) in writing with the County that explicitly acknowledges each Eligible Agency agrees to adhere and comply with the terms and conditions contained in this Agreement. County agrees to incorporate this ELA Agreement into each IA.

Provided each has agreed to the terms and conditions of this Agreement, the following Eligible Agencies are authorized to participate in this ESRI Enterprise License Agreement:

- City of Spokane
- City of Spokane Valley
- Spokane Health District
- Spokane Regional Transportation Council

**APPENDIX B
Enterprise License Software and Deployment Schedule**

County may Deploy up to the total quantity of Software licenses indicated below for the identified Products to Licensee(s).

**Table B-1
Enterprise License Software—Unlimited Quantities**

Product	Total Qty./Seats to Be Deployed
Desktop Software	
ArcInfo	Unlimited
ArcEditor SU or CU	Unlimited
ArcView SU or CU	Unlimited
ArcReader	Unlimited
Desktop Extension Software	
ArcGIS Spatial Analyst	Unlimited
ArcGIS 3D Analyst	Unlimited
ArcGIS Network Analyst	Unlimited
ArcGIS Geostatistical Analyst	Unlimited
ArcGIS Publisher	Unlimited
ArcGIS Schematics	Unlimited
ArcScan for ArcGIS	Unlimited
Maplex for ArcGIS	Unlimited
Server Software	
ArcGIS Server Workgroup or Enterprise [Basic, Standard or Advanced]	Unlimited
ArcGIS Server Extensions: Spatial, 3D, Network	Unlimited
ArcIMS	Unlimited
Developer Software	
ArcGIS Engine Runtime	Unlimited
ArcGIS Engine Runtime Extensions: Spatial, 3D, Network, Geodatabase Update, Maplex	Unlimited

**Table B-2
Enterprise License Software—Limited Quantities**

Product	Total Qty./Seats to Be Deployed
ESRI Development Network annual subscription (Roll-In Qty 8)	0
ArcPad (Roll-In Qty 12)	0
ArcPad Application Builder (Roll-In Qty 3 – note: AAB ArcPads are included in above Qty 12)	0
ArcCOGO Workstation (no additional deployments)	0
ArcGIS Server Image Server Extension	2
PLTS Foundation	3
ArcGIS Survey Analyst Desktop extension	20
ArcGIS Engine Developer Kit	4

APPENDIX C
Enterprise License Fee Schedule

The enterprise license fee for years 2009 through 2011 is \$655,000. The enterprise license fee is in consideration for Enterprise License Software Deployments, ELA Maintenance for Rolled-In Software and Enterprise License Software, International User Conference Registrations, Developer Conference Registrations and Virtual Campus Training.

	Year 5	Year 6	Year 7	Optional Add'l Year 8
Payment schedule	<i>\$195,000</i>	<i>\$230,000</i>	<i>\$230,000</i>	<i>\$230,000</i>
ESRI User Conference Registrations	<i>8</i>	<i>8</i>	<i>8</i>	<i>8</i>
ESRI Developer Conference Registrations	<i>2</i>	<i>2</i>	<i>2</i>	<i>2</i>
Virtual Campus Standard Course Training Dollar credit per year	<i>10,000</i>	<i>10,000</i>	<i>10,000</i>	<i>10,000</i>

Items Not Covered by the Addendum terms and Annual ELA Fee: ESRI unit priced Software, Data, or Documentation, training, maintenance for unit priced items, or Services may be ordered separately at prices set forth elsewhere in this Agreement. Acquisition and use of such items/products shall be governed by the individual documents for each acquisition (i.e., unit priced Software, Documentation and Data shall be governed by the E200 General License Terms and Conditions and E300, Exhibit 1—Scope of Use). On-site training shall be governed by E207, the current standard maintenance policy brochures shall govern maintenance for unit priced items and services/custom software shall be governed by the E600 and its attachments.

One Year Extension Option: At the end of the three (3) year term of this Agreement, the County and ESRI may extend the term of this Agreement for one (1) additional year if both parties agree to do so. The parties may exercise this option by mutually executing a written amendment to this Agreement to that effect. The fee for the one (1) year extension shall be two hundred thirty thousand dollars (\$230,000).

Follow-on Effort: In the event of the renewal of this ELA Agreement after the end of the original term or, if exercised, after the end of the optional one (1) year extension or implementing a new follow-on agreement, the annual fee charged will continue to be based upon such factors as (i) number of copies of the Software Deployed; (ii) any additional Software expected to be Deployed or new types of Software added to the Agreement and expected to be Deployed; (iii) number of Full Time Equivalent (FTE) employees of all participating agencies who make up the potential user community; (iv) number of licenses of limited deployment products required by a Licensee and; (v) any special support, maintenance, training or professional services to be provided as part of this Agreement.

County's Prior MapObjects Site License: During the term of this Agreement and provided the annual fee(s) due are paid on time, the annual maintenance fee for Spokane County's MapObjects Site License (Pursuant to ESRI's Letter of October 2, 1998) shall be waived. The rights provided in the County MapObjects Site License shall remain specific to the County.



GENERAL LICENSE TERMS AND CONDITIONS (E200 6/08)

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9.5 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

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**EXHIBIT 1
SCOPE OF USE
(E300 5/08C)**

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The scope of use for each ESRI Software identified below is described in the applicable footnotes listed in parentheses.

Desktop GIS

- ArcReader (20 and 25)
- ArcView (1 or 2 and 25 and 44)
- ArcEditor (1 or 2 and 25, 26 and 44)
- ArcInfo (2, 25, 26 and 44)
- ArcGIS Desktop Extensions (7)
- ArcView 3.x and Extensions (1, 7, and 17)

Server GIS

- ArcGIS Server and Extensions
 - Workgroup (either 3, or 5, and 8, 9, 25, 28, 29, 30, 32, 38, 39, 40 and 45)
 - Enterprise (either 3, 4, or 5, and 8, 9, 25, 27, 31, 38, 39, 40 and 45)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5, and 8, 10, and 31)
 - ArcIMS ArcMap Server (either 3, 4, or 5, and 31)
- Tracking Server (5 and 31)
- ArcGIS Image Server (either 3, 4, or 5, and 8, 31, and 42)
 - ArcGIS Image Server Service Editor (1)
- RouteMAP IMS (either 3, 4, or 5, and 8, 25 and 31)
- ArcGIS Business Analyst Server (5, 8, 9, 21, 25, 28, 39, 40, and 45)

Mobile GIS

- ArcPad (1, 12, 13 and 25)
- ArcPad Application Builder (1 and 25)
- ArcGIS Mobile Deployments (1, 15, 16 and 25)

Developer GIS

- ESRI Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, 35, and 36)
- ArcGIS Engine Developer Kit and Extensions (1 and 14, 15, 22, 25, 26 and 43)
- ArcGIS Engine Runtime and Extensions (1, 15, 22, 25 and 26)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)

- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- NetEngine (1, 5, and 15)
- NetEngine Internet (5)

GIS Viewers and Connectors

- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS Explorer (20 and 25)
- ArcGIS For AutoCAD (1, 20 and 25)

Business GIS

- ArcGIS Business Analyst (1 or 2 and 25 and 45)
- BusinessMAP (1 and 25)
- ArcLogistics (either 1 or 2 and 25)
- ArcLogistics Server (5, 8, 9, 21, 25, 28, 39, 40, and 45)
- ArcLogistics Navigator Deployments (1, 15, and 16)

Cartographic Production

- Maplex (1)
- Production Line Tool Set (PLTS) for ArcGIS, GIS Data ReViewer, Map Production System-Atlas, Job Tracking for ArcGIS (JTX) (either 1 or 2), Job Tracking for ArcGIS Server (either 4 or 5, and 7)

Web Services

- ArcGIS Online (6, 25, 33, 34, and 35)

Data

- ESRI Data and Maps (either 1 or 5, and 23 and 37)
- Demographic Data (either 1, 2 or 5)
 - CommunityInfo
 - Retail Marketplace
 - Consumer Expenditure
- Community Tapestry Data (either 1, 2 or 5, and 21)
- Community Coder (either 1, 2, or 5, and 21)
- *Sourcebook America* (1)
- ArcGIS Data Appliance—Server Bundle or Data Only (6, 23, and 25)
- StreetMap Premium (either 1, 2 or 5, and 23 and 25)

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22. (a) ArcGIS Engine Runtime licenses shall not be used for Internet and Server development and deployment. (b) An end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one (1) computer. (c) The ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.

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**MPA Price List
E411 4Q08**

Section	Description	Price
1	ArcGIS Concurrent Use Licenses	
	ArcInfo Concurrent Use License	\$9,900.00
	ArcInfo Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000.00
	ArcInfo Concurrent Use License Annual Maintenance (Secondary 2-10, 12-20...)	\$1,200.00
	ArcEditor Concurrent Use License	\$6,300.00
	ArcView Concurrent Use License	\$2,857.00
	ArcGIS Spatial Analyst Concurrent Use License	\$2,040.00
	ArcGIS 3D Analyst Concurrent Use License	\$2,040.00
	ArcGIS Geostatistical Analyst Concurrent Use License	\$2,040.00
	ArcGIS Publisher Concurrent Use License	\$2,040.00
	ArcGIS Survey Analyst Concurrent Use License	\$2,040.00
	ArcGIS Tracking Analyst Concurrent Use License	\$2,040.00
	ArcGIS ArcScan Concurrent Use License	\$2,040.00
	ArcGIS Maplex Concurrent Use License	\$2,040.00
	ArcGIS Data Interoperability Concurrent Use License	\$2,040.00
	ArcGIS Network Analyst Concurrent Use License	\$2,040.00
	ArcGIS Schematics Concurrent Use License	\$2,040.00
	Job Tracking for ArcGIS (JTX) Concurrent Use License	\$2,040.00
	Primary Maintenance for ArcView Concurrent Use License	\$700.00
	Secondary Maintenance for ArcView Concurrent Use License	\$500.00
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS ArcScan Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS ArcScan Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Maplex Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	\$200.00
	Primary Maintenance for Job Tracking for ArcGIS (JTX) Concurrent Use License	\$500.00
	Secondary Maintenance for Job Tracking for ArcGIS (JTX) Concurrent Use License	\$200.00

Section	Description	Price
	Primary Maintenance for ArcEditor Concurrent Use License	\$1,500.00
	Secondary Maintenance for ArcEditor Concurrent Use License	\$1,200.00
	ArcGIS Single Use Licenses	
	ArcEditor Single Use License	\$6,300.00
	ArcGIS ArcView Single Use License	\$1,224.00
	ArcGIS Spatial Analyst Single Use License	\$2,040.00
	ArcGIS 3D Analyst Single Use License	\$2,040.00
	ArcGIS Geostatistical Analyst Single Use License	\$2,040.00
	ArcGIS Publisher Single Use License	\$2,040.00
	ArcGIS Survey Analyst Single Use License	\$2,040.00
	ArcGIS Tracking Analyst Single Use License	\$2,040.00
	ArcGIS ArcScan Single Use License	\$2,040.00
	ArcGIS Maplex Single Use License	\$2,040.00
	ArcGIS Data Interoperability Single Use License	\$2,040.00
	ArcGIS Network Analyst Single Use License	\$2,040.00
	ArcGIS Schematics Single Use License	\$2,040.00
	ArcGIS Job Tracking Single Use License	\$2,040.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$400.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$300.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$1,000.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$900.00
	Primary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,500.00
	Secondary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,200.00
	Primary Maintenance for ArcEditor Single Use with Extensions	\$2,100.00
	Secondary Maintenance for ArcEditor Single Use with Extensions	\$1,800.00
	Maintenance Activation Program	
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core Only	\$600.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core Only	\$400.00
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core plus Extensions	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core plus Extensions	\$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	\$600.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	\$400.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	\$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$1,050.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$750.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, 3D Extension	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, 3D Extension	\$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst	\$750.00

Section	Description	Price
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst	\$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Tracking Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Tracking Analyst	\$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Spatial Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Spatial Analyst	\$300.00
	ArcGIS Upgrades	
	ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License (Single use license must be current on maintenance to qualify.)	\$1,633.00
	Upgrade from One ArcGIS Product to Another	
	Upgrade from ArcView Single Use to ArcEditor	\$5,076.00
	Upgrade from ArcView Single Use to ArcInfo	\$8,676.00
	Upgrade from ArcView Concurrent Use to ArcEditor	\$3,443.00
	Upgrade from ArcView Concurrent Use to ArcInfo	\$7,043.00
	Upgrade from ArcEditor to ArcInfo	\$3,600.00
	ArcInfo 7.x, or 8.0.x Software—UNIX/Windows NT	
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$4,000.00
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Secondary 2–10, 12–20...)	\$1,600.00
	ArcCOGO 7.x or 8.0.x Extension Floating License	\$2,040.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$500.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$200.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcStorm First License (3 seats) Annual Maintenance	\$500.00
	ArcStorm Additional License (each additional seat) Annual Maintenance	\$100.00
	ArcPress for ArcView	
	ArcPress for ArcView UNIX License	\$285.00
	ArcPress for ArcView Windows/Windows NT License	\$285.00
2	ArcView 3.x and Extensions	
	UNIX	
	ArcView 3.x for UNIX License Qty. 1–5 (each)	\$1,791.00
	ArcView 3.x for UNIX License Qty. 6–25 (each)	\$1,613.00
	ArcView 3.x for UNIX License Qty. 26+ (each)	\$1,433.00

Section	Description	Price
	ArcView 3.x for UNIX License Primary Maintenance	\$700.00
	ArcView 3.x for UNIX License Secondary Maintenance	\$500.00
	Transfer of ArcView 3.x for UNIX to ArcView 3.x for Windows/Windows NT	\$484.00
	ArcView Network Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,287.00
	ArcView Network Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,101.00
	ArcView Network Analyst Extension for UNIX License Qty. 26+ (each)	\$1,910.00
	ArcView Network Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,287.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,101.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 26+ (each)	\$1,910.00
	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,746.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,522.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 26+ (each)	\$2,293.00
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView 3D Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,746.00
	ArcView 3D Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,522.00
	ArcView 3D Analyst Extension for UNIX License Qty. 26+ (each)	\$2,293.00
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	Windows/Windows NT	
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$976.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$878.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 26+ (each)	\$780.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$400.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$300.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$1,000.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$900.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,371.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,259.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,145.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,371.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,259.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,145.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,287.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,101.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,910.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,287.00

Section	Description	Price
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6–25 (each)	\$2,101.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,910.00
	ArcView StreetMap	
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	\$454.00
3	MapObjects	
	MapObjects—Windows Edition	
	MapObjects—Windows Edition Stand-Alone Developer's Kit (includes MapObjects—Windows Edition and 50 Stand-Alone Deployments)	\$4,081.00
	MapObjects—Windows Edition Internet Developer Kit (includes 2 MapObjects Windows Edition Developer Licenses, 2 ArcIMS Developer Licenses, and one ArcIMS Server Deployment License for up to two CPUs)	\$11,632.00
	Additional MapObjects—Windows Edition Developer License	\$816.00
	Annual Renewal of MapObjects Internet Deployment License (for licenses obtained under a discontinued program)	\$968.00
	MapObjects—Windows Limited Deployment Site License Kit	\$16,321.00
	Maintenance for MapObjects—Windows Edition Stand-Alone Developer Kit	\$1,000.00
	Maintenance for MapObjects—Windows Edition Internet Developer Kit	\$2,400.00
	Maintenance for Additional MapObjects—Windows Edition Developer License	\$200.00
	Maintenance for MapObjects—Windows Limited Deployment Site License Kit	\$3,000.00
	25-Pack Additional MapObjects—Windows Edition Stand-Alone Deployments	\$2,040.00
	MapObjects LT	
	MapObjects LT Web Download License	\$350.00
	MapObjects—Java Edition	
	MapObjects—Java Edition Stand-Alone Developer Kit (includes MapObjects—Java Edition Developer License and 50 Stand-Alone Deployment Licenses)	\$4,081.00
	MapObjects—Java Edition Internet Developer Kit (Includes 2 MapObjects Java Edition Developer License and Deployment License for one Server with up to two CPUs)	\$6,121.00
	Additional MapObjects—Java Edition Developer License	\$816.00
	Additional MapObjects—Java Edition Server Deployment License for one Server with up to two CPUs	\$4,081.00
	Additional MapObjects—Java Edition CPU Deployment License	\$2,467.00
	Maintenance for MapObjects—Java Edition Stand-Alone Developer Kit	\$1,000.00
	Maintenance for MapObjects—Java Edition Internet Developer Kit	\$1,500.00
	Maintenance for Additional MapObjects—Java Edition Developer License	\$200.00
	Maintenance for Additional MapObjects—Java Edition Server Deployment License for one Server with up to two CPUs	\$1,000.00
	Maintenance for Additional MapObjects—Java Edition CPU Deployment License	\$750.00
	25-Pack Additional MapObjects—Java Edition Stand-Alone Deployments	\$2,040.00
	MapObjects—Java Edition (Staging Server)	
	MapObjects—Java Edition Internet Developer Kit for Staging Server (includes two MapObjects Java Edition Developer License and Deployment License for one Server with up to two CPUs)	\$3,060.00
	Additional MapObjects—Java Edition Developer Licenses for Staging Server	\$408.00
	Additional MapObjects—Java Edition Staging Server Deployment License for one Server with up to two CPUs	\$2,040.00
	Additional MapObjects—Java Edition CPU Deployment License for Staging Server	\$1,121.00
	Maintenance for MapObjects—Java Edition Internet Developer Kit for Staging Server	\$750.00

Section	Description	Price
	Maintenance for Additional MapObjects—Java Edition Developer Licenses for Staging Server	\$100.00
	Maintenance for Additional MapObjects—Java Edition Staging Server Deployment License for one Server with up to two CPUs	\$500.00
	Maintenance for Additional MapObjects—Java Edition CPU Deployment License for Staging Server	\$375.00
4	ArcGIS Engine Runtime	
	Standard ArcGIS Engine Runtime License	\$408.00
	ArcGIS Engine Runtime 3D Extension License	\$816.00
	ArcGIS Engine Runtime Spatial Extension License	\$816.00
	ArcGIS Engine Runtime Enterprise Geodatabase (GDB) Update Extension License	\$816.00
	ArcGIS Engine Runtime Network Extension License	\$816.00
	ArcGIS Engine Runtime Schematics Extension License	\$816.00
	ArcGIS Engine Runtime Tracking Extension License	\$816.00
	ArcGIS Engine Runtime Maplex Extension License	\$816.00
	ArcGIS Engine Runtime Data Interoperability Extension License	\$816.00
	Maintenance for Standard ArcGIS Engine Runtime License without Extensions	\$100.00
	Maintenance for Standard ArcGIS Engine Runtime License with Extensions	\$400.00
5	ArcGIS Server	
	ArcGIS Server—Enterprise	
	Enterprise Advanced	
	ArcGIS Server Enterprise Advanced (up to four cores)	\$40,000.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced (up to four cores)	\$10,000.00
	ArcGIS Server Enterprise Advanced (additional cores)	\$10,000.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced (additional cores)	\$2,500.00
	Enterprise Standard	
	ArcGIS Server Enterprise Standard (up to four cores)	\$20,000.00
	Annual Maintenance for ArcGIS Server Enterprise Standard (up to four cores)	\$5,000.00
	ArcGIS Server Enterprise Standard (additional cores)	\$5,000.00
	Annual Maintenance for ArcGIS Server Enterprise Standard (additional cores)	\$1,250.00
	Enterprise Basic	
	ArcGIS Server Enterprise Basic (up to four cores)	\$10,000.00
	Annual Maintenance for ArcGIS Server Enterprise Basic (up to four cores)	\$3,000.00
	ArcGIS Server Enterprise Basic (additional cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Enterprise Basic (additional cores)	\$750.00
	Workgroup	
	ArcGIS Server Workgroup Advanced (up to two cores)	\$10,000.00
	Annual Maintenance for ArcGIS Server Workgroup Advanced (up to two cores)	\$2,500.00
	ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server)	\$5,000.00
	Annual Maintenance for ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server)	\$1,250.00
	ArcGIS Server Workgroup Standard (up to two cores)	\$5,000.00
	Annual Maintenance for ArcGIS Server Workgroup Standard (up to two cores)	\$1,250.00
	ArcGIS Server Workgroup Standard (additional core—maximum four cores per server)	\$2,500.00
	Annual Maintenance for ArcGIS Server Workgroup Standard (additional cores—maximum four cores per server)	\$625.00

Section	Description	Price
	ArcGIS Server Workgroup Basic (price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$5,000.00
	Annual Maintenance for ArcGIS Server Workgroup Basic (price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$1,250.00
	ArcGIS Server Enterprise Extensions	
	ArcGIS Server 3D Extension Advanced Enterprise for Windows License (up to four cores)	\$10,000.00
	ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows License (up to four cores)	\$10,000.00
	ArcGIS Server Geostatistical Extension Advanced Enterprise for Windows License (up to four cores)	\$10,000.00
	ArcGIS Server Image Extension Advanced Enterprise for Windows License (up to four cores)	\$10,000.00
	ArcGIS Server Job Tracking Extension Advanced Enterprise for Windows License (up to four cores)	\$10,000.00
	ArcGIS Server Network Extension Advanced Enterprise for Windows License (up to four cores)	\$10,000.00
	ArcGIS Server Schematics Extension Advanced Enterprise for Windows License (up to four cores)	\$10,000.00
	ArcGIS Server Spatial Extension Advanced Enterprise for Windows License (up to four cores)	\$10,000.00
	Annual Maintenance for ArcGIS Server 3D Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Geostatistical Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Image Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Job Tracking Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Network Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Schematics Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Spatial Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$10,000.00
	ArcGIS Server Standard Enterprise Job Tracking Extension (up to four cores)	\$10,000.00
	ArcGIS Server Standard Enterprise Network Extension (up to four cores)	\$10,000.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Job Tracking Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Network Extension (up to four cores)	\$2,500.00
	ArcGIS Server 3D Extension Enterprise Advanced (additional cores)	\$2,500.00
	ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores)	\$2,500.00
	ArcGIS Server Geostatistical Extension Enterprise Advanced (additional cores)	\$2,500.00
	ArcGIS Server Image Extension Enterprise Advanced (additional cores)	\$2,500.00
	ArcGIS Server Job Tracking Extension Enterprise Advanced (additional cores)	\$2,500.00

Section	Description	Price
	ArcGIS Server Network Extension Enterprise Advanced (additional cores)	\$2,500.00
	ArcGIS Server Schematics Extension Enterprise Advanced (additional cores)	\$2,500.00
	ArcGIS Server Spatial Extension Enterprise Advanced (additional cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server 3D Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Geostatistical Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Image Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Job Tracking Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Network Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Schematics Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Spatial Extension Enterprise Advanced (additional cores)	\$625.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores)	\$2,500.00
	ArcGIS Server Enterprise Standard Job Tracking Extension (additional cores)	\$2,500.00
	ArcGIS Server Enterprise Standard Network Extension (additional cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Job Tracking Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Network Extension (additional cores)	\$625.00
	ArcGIS Server Workgroup Extensions	
	ArcGIS Server Advanced Workgroup 3D Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	ArcGIS Server Advanced Workgroup Geostatistical Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	ArcGIS Server Advanced Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	ArcGIS Server Advanced Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	ArcGIS Server Advanced Workgroup Spatial Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup 3D Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Geostatistical Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00

Section	Description	Price
	Annual Maintenance for ArcGIS Server Advanced Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Spatial Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	ArcGIS Server Standard Advanced Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	ArcGIS Mobile	
	ArcGIS Mobile Additional Application and Runtime Deployments—25 Pack	\$2,500.00
	Annual Maintenance for ArcGIS Mobile Additional Application and Runtime Deployments—25 Pack	\$500.00
	ArcGIS Server Connection Licenses for ArcSDE 9.3	
	ArcGIS Server Read Write Server Connection for Enterprise	\$1,000.00
	ArcGIS Server Read Only Server Connection for Enterprise	\$500.00
	Maintenance for ArcGIS Server Read Write Server Connection for Enterprise	\$150.00
	Maintenance for ArcGIS Server Read Only Server Connection for Enterprise	\$150.00
	ArcGIS Server Upgrades	
	ArcGIS Server Upgrade Enterprise to Enterprise	
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores)	\$10,000.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores)	\$30,000.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores)	\$20,000.00
	ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Standard License	\$2,500.00
	ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Advanced License	\$7,500.00
	ArcGIS Server Additional Cores Enterprise Standard Upgrade to Enterprise Advanced License	\$5,000.00
	ArcGIS Server Upgrades Workgroup to Workgroup	
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Standard (up to four cores)	\$5,000.00
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Advanced (up to four cores)	\$15,000.00
	ArcGIS Server Workgroup Standard Upgrade to Workgroup Advanced (up to four cores)	\$10,000.00
	ArcGIS Server Upgrades—Workgroup to Enterprise	
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Basic (up to four cores)	\$5,000.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Standard (up to four cores)	\$15,000.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Advanced (up to four cores)	\$35,000.00
	ArcGIS Server Workgroup Standard upgrade to Enterprise Standard (up to four cores)	\$10,000.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Advanced (up to four cores)	\$30,000.00
	ArcGIS Server Workgroup Advanced Upgrade to Enterprise Advanced (up to four cores)	\$20,000.00

Section	Description	Price
	ArcGIS Server—Enterprise (Staging Server)	
	Enterprise Advanced (Staging Server)	
	ArcGIS Server Enterprise Advanced Staging Server (up to four cores)	\$20,000.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced Staging Server (up to four cores)	\$5,000.00
	ArcGIS Server Enterprise Advanced Staging Server (additional cores)	\$5,000.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced Staging Server (additional cores)	\$1,250.00
	Enterprise Standard (Staging Server)	
	ArcGIS Server Enterprise Standard Staging Server (up to four cores)	\$10,000.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Staging Server (up to four cores)	\$2,500.00
	ArcGIS Server Enterprise Standard Staging Server (additional cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Staging Server (additional cores)	\$625.00
	Enterprise Basic (Staging Server)	
	ArcGIS Server Enterprise Basic Staging Server (up to four cores)	\$5,000.00
	Annual Maintenance for ArcGIS Server Enterprise Basic Staging Server (up to four cores)	\$1,500.00
	ArcGIS Server Enterprise Basic Staging Server (additional cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Enterprise Basic Staging Server (additional cores)	\$375.00
	ArcGIS Server Extensions (Staging Server)	
	ArcGIS Server Staging Server Advanced Enterprise 3D Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Advanced Enterprise Geostatistical Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Advanced Enterprise Network Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Advanced Enterprise Spatial Extension (up to four cores)	\$5,000.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise 3D Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Geostatistical Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Network Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Spatial Extension (up to four cores)	\$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise 3D Extension (additional cores)	\$1,250.00

Section	Description	Price
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise Geostatistical Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise Network Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise Spatial Extension (additional cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise 3D Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Geostatistical Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Network Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Spatial Extension (additional cores)	\$313.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	\$5,000.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	\$1,250.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	\$313.00

Section	Description	Price
	ArcGIS Server Staging Server Upgrades	
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores)	\$15,000.00
	ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores)	\$10,000.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (additional cores)	\$3,750.00
	ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (additional cores)	\$2,500.00
	ArcGIS Server Staging Server Connections to Support ArcSDE 9.3	
	ArcGIS Server Staging Server Read Write Server Connection for Enterprise	\$500.00
	ArcGIS Server Staging Server Read Only Server Connection for Enterprise	\$250.00
	Maintenance for ArcGIS Server Staging Server Read Write Server Connection for Enterprise	\$75.00
	Maintenance for ArcGIS Server Staging Server Read Only Server Connection for Enterprise	\$75.00
7	ArcIMS	
	ArcIMS 9.3 Full Use Deployment (up to two cores)	\$5,000.00
	ArcIMS 9.3 Full Use Deployment (additional core—maximum four cores per server)	\$2,500.00
	ArcIMS 9.3 Full Use Deployment (up to two cores) Maintenance	\$1,000.00
	ArcIMS 9.3 Full Use Deployment (additional core) Maintenance	\$500.00
	ArcIMS Route Server	
	ArcIMS Route Server (price per ArcIMS server—maximum four cores per server)	\$3,000.00
	Annual Maintenance for ArcIMS Route Server (price per ArcIMS server—maximum four cores per server)	\$600.00
8	Business Applications Software	
	ArcGIS Business Analyst (Single Use)	
	ArcGIS Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$18,495.00
	ArcGIS Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$13,495.00
	ArcGIS Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$8,495.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$18,495.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$13,495.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$8,495.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$22,500.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$15,995.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$9,910.00

Section	Description	Price
	ArcGIS Business Analyst (Concurrent Use)	
	ArcGIS Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$18,495.00
	ArcGIS Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$13,495.00
	ArcGIS Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$8,495.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$18,495.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$13,495.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$8,495.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$22,500.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$15,995.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$9,910.00
	ArcGIS Business Analyst Segmentation Module with MRI Data One Additional Category License	\$1,500.00
	Business Analyst Maintenance	
	Annual Maintenance for ArcGIS Business Analyst (National Dataset) Software License (per license)	\$14,795.00
	Annual Maintenance for ArcGIS Business Analyst (One Region Dataset) Software License and One Year Maintenance (per license)	\$10,795.00
	Annual Maintenance for ArcGIS Business Analyst (One State Dataset) Software License and One Year Maintenance (per license)	\$6,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License (per license)	\$14,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License (per license)	\$10,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License (per license)	\$6,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (National Dataset) Software License (per license)	\$18,000.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One Region Dataset) Software License (per license)	\$12,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One State Dataset) Software License (per license)	\$7,925.00
	ArcGIS Business Analyst Segmentation Module with MRI Data One Additional Category License Annual Maintenance	\$1,200.00
	ArcGIS Business Analyst for Canada	
	ArcGIS Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Single Use (per license)	\$25,500.00
	ArcGIS Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	\$25,500.00
	ArcGIS Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Single Use (per license)	\$10,200.00
	ArcGIS Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	\$10,200.00

Section	Description	Price
	Annual Maintenance for ArcGIS Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance (per license)	\$20,400.00
	Annual Maintenance for ArcGIS Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$8,160.00
	ArcGIS Business Analyst Server	
	ArcGIS Business Analyst Server Enterprise Advanced	
	ArcGIS Business Analyst Server Enterprise Advanced Single Use (up to four cores)	\$110,000.00
	ArcGIS Business Analyst Server Enterprise Advanced Concurrent Use (up to four cores)	\$110,000.00
	ArcGIS Business Analyst Server Enterprise Advanced (additional core)	\$27,500.00
	ArcGIS Business Analyst Server Enterprise Advanced (up to four cores) Maintenance	\$88,000.00
	ArcGIS Business Analyst Server Enterprise Advanced (additional core) Maintenance	\$22,000.00
	ArcGIS Business Analyst Server Workgroup Advanced	
	ArcGIS Business Analyst Server Workgroup Advanced Single Use (per server—minimum two cores, maximum four cores)	\$55,000.00
	ArcGIS Business Analyst Server Workgroup Advanced Concurrent Use (per server—minimum two cores, maximum four cores)	\$55,000.00
	ArcGIS Business Analyst Server Workgroup Advanced (per server—minimum two cores, maximum four cores) Maintenance	\$44,000.00
9	Tracking Server	
	Tracking Server for Windows (up to two cores)	\$10,000.00
	Tracking Server for Windows (additional core)	\$5,000.00
	Update Fee Tracking Server (up to two cores)	\$2,000.00
	Update Fee Tracking Server (additional core)	\$1,000.00
	Tracking Server (Staging Servers)	
	Tracking Server Staging Server for Windows (up to two cores)	\$5,000.00
	Tracking Server Staging Server for Windows (additional core)	\$2,500.00
	Update Fee Tracking Server Staging Server (up to two cores)	\$1,000.00
	Update Fee Tracking Server Staging Server (additional cores)	\$500.00
10	ArcGIS Image Server	
	ArcGIS Image Server (up to four cores)	\$10,000.00
	Annual Maintenance for ArcGIS Image Server (up to four cores)	\$2,500.00
	ArcGIS Image Server (additional cores)	\$2,500.00
	Annual Maintenance for ArcGIS Image Server (additional cores)	\$625.00
	ArcGIS Image Server (Staging Server)	
	ArcGIS Image Server Staging Server (up to four cores)	\$5,000.00
	Annual Maintenance for ArcGIS Image Server Staging Server (up to four cores)	\$1,250.00
	ArcGIS Image Server Staging Server (additional cores)	\$1,250.00
	Annual Maintenance for ArcGIS Image Server Staging Server (additional cores)	\$312.00
	ArcGIS Image Server Service Editor Desktop Deployment License	
	ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments	\$2,500.00
	Annual Maintenance for ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments	\$625.00
11	ArcLogistics	
	ArcLogistics Single Use License	\$8,000.00
	ArcLogistics Concurrent Use License	\$20,000.00
	ArcLogistics Single Use Annual Maintenance	\$1,600.00
	ArcLogistics Concurrent Use Annual Maintenance	\$4,000.00
	ArcLogistics TeleAtlas Street Data North America—Single Use	\$2,200.00

Section	Description	Price
	ArcLogistics TeleAtlas Street Data Europe—Single Use	\$2,200.00
	ArcLogistics TeleAtlas Street Data North America—Single Use Annual Maintenance	\$1,600.00
	ArcLogistics TeleAtlas Street Data Europe—Single Use Annual Maintenance	\$1,600.00
	ArcLogistics TeleAtlas Street Data North America—Concurrent Use	\$5,500.00
	ArcLogistics TeleAtlas Street Data Europe—Concurrent Use	\$5,500.00
	ArcLogistics TeleAtlas Street Data North America—Concurrent Use Annual Maintenance	\$4,000.00
	ArcLogistics TeleAtlas Street Data Europe—Concurrent Use Annual Maintenance	\$4,000.00
	BusinessMAP	
	BusinessMAP 4	\$350.00
	RouteMAP IMS	
	RouteMAP IMS (up to four cores) Includes RouteMAP IMS Software and Internet Deployment License	\$3,000.00
	RouteMAP IMS (additional core license)	\$125.00
	Maintenance for RouteMAP IMS (up to four cores) Includes RouteMAP IMS Software and Internet Deployment License	\$1,000.00
	Maintenance for RouteMAP IMS (additional cores)	\$125.00
	Data Pack-North America for RouteMAP IMS (up to four cores) Includes Data for United States, Canada, and Puerto Rico, Software and Internet Deployment License	\$6,500.00
	Data Pack-North America for RouteMAP IMS (additional cores) Includes data for United States, Canada, and Puerto Rico, Internet Deployment	\$125.00
	Maintenance for Data Pack-North America for RouteMAP IMS (up to four cores) Includes Data for United States, Canada, and Puerto Rico, Software and Internet Deployment License	\$3,000.00
	Maintenance for Data Pack-North America for RouteMAP IMS (additional cores) Includes Data for United States, Canada, and Puerto Rico, Internet Deployment	\$125.00
12	Other Software	
	Maplex	
	Maplex First Single Use License	\$15,000.00
	Maplex Second Single Use License	\$14,000.00
	Maplex Third Single Use License	\$11,500.00
	Maplex Single Use License Annual Primary Maintenance	\$3,750.00
	Maplex Single Use License Annual Secondary Maintenance	\$1,500.00
	Production Line Tool Set (PLTS) for ArcGIS—Single or Concurrent Use	
	Production Line Tool Set (PLTS) for ArcGIS—Mapping Agency Solution	\$10,000.00
	Annual Maintenance for PLTS for ArcGIS—Mapping Agency Solution	\$2,500.00
	PLTS for ArcGIS—Nautical Solution	\$10,000.00
	Annual Maintenance for PLTS for ArcGIS—Nautical Solution	\$2,500.00
	PLTS for ArcGIS—Defense Solution	\$10,000.00
	Annual Maintenance for PLTS for ArcGIS—Defense Solution	\$2,500.00
	PLTS for ArcGIS—Aeronautical Solution	\$10,000.00
	Annual Maintenance for PLTS for ArcGIS—Aeronautical Solution	\$2,500.00
	PLTS for ArcGIS—Foundation	\$5,000.00
	Annual Maintenance for PLTS for ArcGIS—Foundation	\$1,250.00
	GIS Data ReViewer (Single or Concurrent Use)	
	GIS Data ReViewer	\$2,500.00
	Annual Maintenance for GIS Data ReViewer	\$625.00
	Map Production System—Atlas	\$2,500.00
	Annual Maintenance for Map Production System—Atlas	\$625.00

Section	Description	Price	
13	Mobile GIS		
	ArcPad		
	ArcPad Single Use License	\$495.00	
	ArcPad Single Use License Technical Support	\$295.00	
	ArcPad Application Builder		
	ArcPad Application Builder Single Use License	\$1,500.00	
	ArcPad Application Builder Primary Maintenance	\$500.00	
	ArcPad Application Builder Secondary Maintenance	\$300.00	
	ArcPad 5.x/6.x Upgrade to 7.x	\$150.00	
	StreetMap Mobile		
	StreetMap Mobile—No Data		
	StreetMap Mobile—No Data included (25–50 licenses)	\$80.00	
	StreetMap Mobile—No Data included (51–100 licenses)	\$70.00	
	StreetMap Mobile—No Data included (101–1,000 licenses)	\$50.00	
	StreetMap Mobile—No Data included (1,001 + licenses)	\$25.00	
	StreetMap Mobile—No Data Upgrades		
	StreetMap Mobile—No Data included (25–50 upgrade licenses)	\$80.00	
	StreetMap Mobile—No Data included (51–100 upgrade licenses)	\$70.00	
	StreetMap Mobile—No Data included (101–1,000 upgrade licenses)	\$50.00	
	StreetMap Mobile—No Data included (1,001 + upgrade licenses)	\$25.00	
	StreetMap Mobile/ArcGIS Mobile—with Data Option		
	StreetMap Premium Mobile Data (1–50 licenses)	\$100.00	
	StreetMap Premium Mobile Data (51–100 licenses)	\$90.00	
	StreetMap Premium Mobile Data (101–1,000 licenses)	\$80.00	
	StreetMap Premium Mobile Data (1,001 + licenses)	\$50.00	
	14	ESRI Developer Network (EDN)	
		Annual License for ESRI Developer Network (EDN) without ArcView	\$1,500.00
		EDN with ArcView Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$2,000.00
		EDN with ArcEditor Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$3,000.00
		EDN with ArcInfo Desktop License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$4,000.00
		For Customers Who Already Subscribe to EDN	
		Add-on ArcView to a Current EDN Single Use License—One per EDN License	\$500.00
Add-on ArcEditor to a Current EDN Single Use License—One per EDN License		\$1,500.00	
Add-on ArcInfo Desktop to a Current EDN Single Use License—One per EDN License		\$2,500.00	
Software Upgrades			
EDN with ArcView Upgrade to ArcEditor Single Use		\$1,000.00	
EDN with ArcView Upgrade to ArcInfo Desktop Concurrent Use		\$2,000.00	
EDN with ArcEditor Upgrade to ArcInfo Desktop Concurrent Use		\$1,000.00	
Technical Support (10 calls) for ESRI Developer Network (EDN)		\$2,000.00	
Instructor-Led Training (5 days) for ESRI Developer Network (EDN)		\$2,000.00	
15		Software Media Kits and Hardware Keys	
	Additional Install Kit for ArcGIS Desktop 9.3	\$100.00	
	Additional ArcGIS Hardware Key (USB)	\$50.00	
	Additional ArcGIS Hardware Key (Parallel)	\$50.00	

Section	Description	Price
16	Premium Support Services	
	Standard Premium Support 36 hour block	\$8,000.00
17	Instructor-Led Training	
	ESRI Site Training per Student, per Day at ESRI Learning Centers in the USA (Price effective 01/01/2008)	\$490.00
	Client Site Training per Class, per Day (12 Students) at Client Locations in the USA (Price effective 01/01/2008)	\$3,820.00
	Virtual Campus	
	Individual Courses	
	ESRI Virtual Campus Training Course Pricing (1 paid modules) per seat	\$26.00
	ESRI Virtual Campus Training Course Pricing (2 paid modules) per seat	\$52.00
	ESRI Virtual Campus Training Course Pricing (3 paid modules) per seat	\$78.00
	ESRI Virtual Campus Training Course Pricing (4 paid modules) per seat	\$104.00
	ESRI Virtual Campus Training Course Pricing (5 paid modules) per seat	\$130.00
	ESRI Virtual Campus Training Course Pricing (6 paid modules) per seat	\$156.00
	ESRI Virtual Campus Training Course Pricing (7 paid modules) per seat	\$182.00
	ESRI Virtual Campus Training Course Pricing (8 paid modules) per seat	\$208.00
	ESRI Virtual Campus Training Course Pricing (9 paid modules) per seat	\$234.00
	ESRI Virtual Campus Annual User License Pricing	
	Education Licenses (for all Virtual Campus courses)	
	Premium Annual User License (\$2,500 Virtual Campus Dollar Value)	\$2,250.00
	Premium Annual User License (\$5,000 Virtual Campus Dollar Value)	\$4,250.00
	Premium Annual User License (\$10,000 Virtual Campus Dollar Value)	\$7,000.00
	Premium Annual User License (\$50,000 Virtual Campus Dollar Value)	\$30,000.00
	Premium Annual User License (\$100,000 Virtual Campus Dollar Value)	\$50,000.00
	Premium Annual User License (\$1,000,000 Virtual Campus Dollar Value)	\$500,000.00
	Premium One Year Extension Annual User License	\$600.00



TRAINING TERMS AND CONDITIONS

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

Whereas, the Client wishes to arrange for training of its employees, the following terms shall be followed as applicable.

I. SCOPE

ESRI agrees to conduct training courses pursuant to the terms contained herein. Training may be conducted at Client's site or at an ESRI Learning Center.

Course Description: The ESRI Software training course(s) to be conducted, the location, the dates during which the courses are to be conducted, the number of participants, and the prices to be paid to ESRI are as set forth in the ESRI Course Catalog or at ESRI's training Web site, which is incorporated by this reference. All courses shall be conducted in substantial conformity with the most current ESRI training course brochure(s). ESRI reserves the right to modify course content when necessary due to Software technical abilities or limitations.

ESRI's Responsibility: ESRI shall provide an instructor qualified to conduct the course(s), as well as all necessary training materials sufficient for the number of registered participants. ESRI will provide each student with a course manual.

ESRI's scheduling coordinator, through whom all course(s), dates, and locations shall be confirmed, can be contacted at 909-793-2853, extension 1523.

IIA. UNIQUE ESRI LEARNING CENTER TERMS

Where courses are to be conducted at ESRI facilities, the following restrictions and requirements apply:

- Seating is limited in some classes. Registrations are always processed using a standard student registration application, on a first-come, first-served basis. Waiting lists are used when necessary. Registration applications are attached to every course catalog or are available on the Web or from the Learning Center.
- Class schedules are widely disseminated by ESRI Marketing and the regional offices. The Redlands Learning Center or Scheduling Coordinator works with each Regional Training Coordinator to add classes to accommodate waiting lists where appropriate.
- All class registrants are asked to include proof of payment when they submit their registration application. Prepayment is required by check or credit card in most cases. Purchase Orders may be accepted from U.S. federal, state, and local government organizations, as well as universities.
- Sales tax will be charged where applicable. Some states have enacted an E-Procurement fee for State Government customers. ESRI may also add the E-Procurement fee to the cost of training classes where applicable.
- The tuition includes a \$110 data-processing fee, which is nonrefundable. This fee may be charged in cases of short-notice cancellations or due to multiple student transfers. Student substitutions, when a student's place in class is filled by another person from the same organization, are allowed, provided that the ESRI Learning Center is notified in advance. The tuition less the data processing fee will be refunded if the ESRI Learning Center receives notice of cancellation at least six (6) business days prior to the class start date. The full tuition will be charged to participants who cancel five (5) days or less before the class start date or who fail to appear for the class.
- The five (5)-seat volume discount cannot be combined with other discounts and is only applicable when all registrations are received at one time and all registrants attend the class. If a five (5)-seat volume discount registrant cannot attend the class, ESRI will allow student substitution or a transfer of such registrant to attend a future class; however, no refunds will be issued for such nonattendance or cancellation.
- Training classes are confirmed approximately ten (10) days prior to the start date.
- Travel is the registrant's responsibility. ESRI assumes no responsibility for nonrefundable travel arrangement losses resulting from course scheduling changes or cancellations. Even though ESRI strives to confirm all classes, class cancellations are sometimes unavoidable.

IIB. UNIQUE CLIENT SITE TERMS

Client's Responsibility: Where courses are to be conducted at Client's facilities, Client shall provide physical training facilities that meet the following minimum requirements or modifications as mutually agreed to by both parties:

- Client shall, where possible, provide a one (1)-room facility, sufficient for a training course for up to twelve (12) persons (or such other number as may be agreed to by ESRI's scheduling coordinator). The facility shall have appropriate climate control, lighting, and sufficient power and number of outlets to accommodate the required number of computers and other equipment to be used.
- Client shall supply all computer hardware for the training course. Computers must be platforms fully supported by ESRI. All computer hardware shall be configured with an appropriate release of an operating system to run the current release version of the ESRI required Software. There shall be a minimum of one (1) computer and color monitor for every participant. Other peripheral devices including, but not limited to, digitizers and plotters/printers, as required by the training course being conducted, shall be Class 1 supported.
- Client shall be responsible for providing one (1) high-resolution PC projector and screen as well as one (1) large writing board.
- Client shall limit the number of course participants to twelve (12) students per course. Additional students, up to a maximum of fifteen (15), may be added to some classes for an additional fee.
- Client agrees that all participants shall be regular employees of Client who meet the prerequisites set forth in the ESRI training brochure(s).
- Client shall issue a purchase order and pay invoices pursuant to the terms set forth in Section IV below.
- Client shall complete and submit an ESRI Client Site Request form not less than four (4) weeks prior to the start of any course. Final schedule is subject to mutual agreement.

IIC. MOBILE LAB

When ESRI's mobile lab is provided for use by students as part of a training class delivered at Client's location, the following provisions apply:

- Client shall use its best efforts to protect the Mobile Classroom equipment from loss, damage, or theft while in Client's possession. Client should immediately report any damage or missing items upon receipt.
- Client shall keep the Mobile Classroom equipment in a secure, locked area between class sessions.
- Client shall make the Mobile Classroom equipment available for freight pick-up at the conclusion of the ESRI courses.
- Client shall ensure no one except ESRI students uses the Mobile Classroom equipment.
- Client shall be liable for loss or damage to ESRI's Mobile Classroom equipment as a result of Client's failure to comply with the requirements described above.
- Client warrants that it shall maintain sufficient insurance coverage to enable it to meet its obligations created by this agreement and by law.

III. SOFTWARE LICENSES

The terms of the ESRI license agreement shall be applicable to all Client course participants and for all Software and documentation licensed for use in any training course to be conducted. For on-site training, temporary Software licenses may be issued by ESRI where there is an insufficient number of Software licenses available at the training facility. Client shall uninstall the temporary Software licenses at the conclusion of the training course.

IV. PERFORMANCE AND PAYMENT

Upon completion of each training course, ESRI shall invoice Client and Client shall pay said invoice within thirty (30) days of receipt thereof.

V. EXPORT CONTROL REGULATIONS

ESRI's technology is subject to U.S. export control laws and regulations—ESRI's Software, data, documentation, and any underlying information or technology may not be exported, reexported, or provided in whole or in part to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control law or regulation.



**CUSTOM SOFTWARE, TECHNICAL DATA, AND
ASSISTANCE LICENSE ADDENDUM
(E600 5/04)**

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ARTICLE 1—DEFINITIONS

All words, phrases, or terms defined in other parts of this Agreement shall have the same meaning in this Addendum. The following additional words, phrases, or terms shall have the following meaning:

- i. "Task Order" means a task order issued under this Addendum. (A sample task order form is attached as Attachment A.)
- ii. "Custom Software" means all or any portion of the computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under any Task Order, exclusive of Software.
- iii. "Technical Data" means, without limitation, all technical materials including formula, compilations, programs, methods, techniques, know-how, technical assistance, processes, designs, schematics, user documentation, training documentation, specifications, drawings, flowcharts, briefings, test or quality control procedures, or other similar information supplied or disclosed by ESRI under any Task Order.
- iv. "Map Data" means any digital data set(s) including geographic, vector data coordinates, raster, or associated tabular attributes supplied or used in performance of any Task Order.
- v. "Deliverables" means Custom Software, Technical Data, or Map Data specified for delivery or use by Licensee under a Task Order.
- vi. "Supported Software" means the Software identified pursuant to Article 2.

ARTICLE 2—TASK ORDERS AND PROJECT SCHEDULE

ESRI shall provide Deliverables as specified in Task Orders for support of the Software identified therein ("Supported Software").

Unless otherwise provided by ESRI in writing, ESRI's Senior Contract Administrator, _____, is authorized to agree to Task Orders. Licensee shall provide advanced written notification of the name and title of the representative authorized to sign Task Orders and bind Licensee. Each party may enter into Task Orders at its sole discretion and shall not have any obligation under a Task Order until it is signed by both parties.

Each party shall identify in writing the project manager who is responsible for the Deliverables specified in Task Orders. By written notice, either party may replace the project manager at any time with a similarly qualified person.

ESRI shall complete each Task Order in accordance with the schedule specified in that Task Order.

ARTICLE 3—LICENSE GRANT

Subject to the terms and conditions set forth in this Agreement and effective upon their delivery, ESRI hereby grants to Licensee a nonexclusive, worldwide license in the Deliverables to use, modify, and reproduce the Deliverables in connection with Licensee's authorized use of Supported Software. The grant in the immediately preceding sentence does not apply to Map Data, which Licensee must separately and directly license from the vendor.

ARTICLE 4—PATENTS AND INVENTIONS

During performance of Task Orders, the parties anticipate that inventions, innovations, and improvements ("Inventions") relating to the subject matter of such Task Orders may be conceived solely or jointly by principals, employees, consultants, or independent contractors (hereinafter called "Inventors") of the parties hereto.

The parties agree that, as of the effective date of this Agreement, ESRI or its licensors own all intellectual property rights in the Software. During the term of this Agreement, Licensee shall promptly notify ESRI if Licensee becomes aware of any known or suspected infringement or violation of these rights.

Each party shall retain title to any Inventions made or conceived solely by its Inventors during the term of this Addendum, including, but not limited to, such Inventions as ESRI's Inventors solely conceive while providing technical assistance pursuant to this Addendum. The parties shall jointly own any Invention made jointly by Inventors from both parties. With respect to such Inventions of Licensee relating to the Software, Licensee hereby grants and agrees to grant to ESRI an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use.

Licensee agrees to disclose promptly to ESRI (i) each Invention relating to the Software and made or conceived by Licensee's Inventors during the term of this Addendum and (ii) of any decision to file a patent application with respect to such Invention and the country or countries in which such application will be filed.

Where only one party has title to an Invention, that party, at its sole discretion, shall have the right, but not the obligation, at its expense to: (i) decide on whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on such Invention; (ii) decide the extent and scope of such protection; and (iii) protect and enforce in any country any patents issued on such Invention.

Except as provided in the next paragraph, where an Invention is jointly owned, each party shall share equally the costs of acquiring protection for the Invention and furnish the other joint owner with assistance reasonably required for acquiring protection.

The acquisition or maintenance of protection shall not be abandoned by a joint owner (the "Assigning Owner") without giving the other joint owner (the "Beneficial Owner") an opportunity to intervene and acquire or maintain protection at the Beneficial Owner's expense. The Assigning Owner electing not to acquire or maintain protection on any Inventions in any country or countries shall assign such of its rights in such Inventions to the Beneficial Owner as is necessary to enable the Beneficial Owner to protect such Inventions in such country or countries at its expense and for its exclusive benefit. In such event, the Assigning Owner shall make available to the Beneficial Owner the Assigning Owner's Inventors and shall otherwise cooperate with the Beneficial Owner in order to assist the Beneficial Owner in protecting such Inventions. The Beneficial Owner shall reimburse the Assigning Owner for all reasonable out-of-pocket expenses incurred in rendering such assistance. If any such Inventions are so protected by the Beneficial Owner, then the Assigning Owner shall have a license with respect to the subject matter of such protected Inventions in such country or countries.

All Inventions made by Inventors during performance of tasks and activities defined by Task Orders during the term of this Addendum will be presumed, absent clear and convincing evidence to the contrary, to have resulted from the Inventors' activities under the Task Orders.

Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which shall not be unreasonably withheld. However, either party may transfer such Inventions to its Affiliates for their internal use only. "Affiliate" shall mean the parent or subsidiary companies of a party or subsidiary companies to a party's parent provided there is more than fifty percent (50%) ownership of the subsidiary by the parent or party.

ARTICLE 5—OWNERSHIP, CONFIDENTIALITY, AND EXPORT CONTROLS

Except as specifically granted in this Addendum, ESRI or its licensor's own and retain all right, title, and interest in the Deliverables. This Agreement does not transfer ownership rights of any description in the Deliverables to Licensee or any third party.

Unless otherwise agreed in writing, the Deliverables are ESRI confidential and Licensee shall preserve and protect their confidentiality. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Deliverables delivered only in object code, executable code, or formats subject to similar or greater means of access control (collectively, "Secure Formats"). For Deliverables delivered in source code or other human-readable formats, Licensee shall have met its obligations under this Article if its disclosure of Deliverables is limited to Deliverables in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Deliverables is withheld from such disclosure, and the person or entity in receipt of such Deliverables similarly agrees not to perform such acts or allow others to do so.

Except as provided in the preceding paragraph, Licensee shall not disclose the Deliverables to employees or third parties without the advanced written consent of ESRI. However, Licensee may, without such consent, make such disclosures to employees as are reasonably required for the Licensee's authorized use of the Supported Software, provided that such disclosure is strictly limited to the portions of the Deliverables needed for that purpose.

The disclosures permitted under the preceding paragraph shall not relieve Licensee of its obligation to maintain the Deliverables in confidence and comply with all applicable laws and regulations of the United States, including, without limitation, its export control laws. Furthermore, before disclosing all or any portion of the Deliverables to employees or third parties as permitted in the preceding paragraph, Licensee shall inform such employees or third parties of the obligations in this Article and obtain their agreement to be bound by them.

Licensee shall not have any obligation to protect any part of a Deliverable that it can prove: (i) was in Licensee's possession before receipt from ESRI; (ii) is or becomes a matter of public knowledge through no fault of Licensee; (iii) is rightfully disclosed by a third party without a duty of confidentiality; (iv) is disclosed by ESRI to a third party without a duty of confidentiality; (v) is independently developed by Licensee; or (vi) is required to be disclosed by operation of law.

ARTICLE 6—ACCEPTANCE

A. For Time and Materials Task Orders

Deliverables are provided strictly on a time and materials basis. Therefore, Licensee shall accept Deliverables as promptly as practicable after delivery, and Deliverables shall be deemed accepted thirty (30) days after delivery.

B. For Firm Fixed Price Task Orders

Deliverables for fixed price Task Orders shall be categorized as follows:

- i. "DELIVERABLE ACCEPTED" means a Deliverable conforming to applicable Task Order(s) with no more than minor nonconformities. Licensee shall complete its acceptance review within ten (10) working days of receiving each Deliverable.
- ii. "DELIVERABLE ACCEPTED WITH REWORK" means a deliverable substantially conforming to applicable Task Order(s), but having a significant number of identified nonconformities and accepted subject to rework by ESRI. ESRI shall rework the Deliverable for the identified nonconformities and resubmit it within thirty (30) days. Licensee will rerun its acceptance review for the nonconformities detected in the initial review within ten (10) working days of such resubmission and will reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
- iii. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). ESRI shall rework the Deliverable and resubmit it to Licensee within thirty (30) days, at which time Licensee shall have ten (10) working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Licensee agrees it shall not use any Deliverable in its business operations before acceptance as described in Subsections B(i) or B(ii). If ESRI does not receive within ten (10) working days after delivery written notice that the Deliverable is "ACCEPTED WITH REWORK" or "REJECTED" in accordance with B(ii) or B(iii), or if Licensee uses the Deliverable in its business operations, the Deliverable shall be deemed, as of the first to occur of either of these events, to have been accepted.

ARTICLE 7—CHANGES TO SCOPE OF WORK

Licensee may, at any time, request changes within the general scope of an open Task Order. If the parties agree to such changes and such changes cause an increase or decrease in the cost or time required to provide a Deliverable under any Task Order (regardless of whether the Deliverable itself is changed), an equitable adjustment in the price or schedule, or both, shall be made, and this Agreement shall be modified accordingly in writing and signed by both parties.

ARTICLE 8—COMPENSATION; INVOICES

A. For Time and Materials Task Orders

ESRI shall prepare and submit to Licensee written monthly invoices showing the compensation due for work performed under Task Orders. The amount invoiced will be equal to the number of hours expended during the previous month multiplied by the rates for labor categories set forth in Attachment B, plus other burdened direct costs. ESRI may, at its sole discretion, stop work in order to avoid exceeding the total value of applicable Task Orders. Any election to exceed such total value shall not affect the rights or obligations of the parties under this Agreement, including any right to compensation for such excess work and to stop work at anytime after such total value is exceeded.

B. For Firm Fixed Price Task Orders

ESRI shall prepare and submit monthly invoices based on the percent complete for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the full amount of that Task Order is due.

C. Payment

Licensee shall pay each invoice no later than thirty (30) days after receipt thereof.

ARTICLE 9—REQUIRED CORRECTIONS AND LIMITED WARRANTY

A. Correction of Deliverables and Warranty

1. For Time and Materials Task Orders: Not later than thirty (30) days after acceptance of a Deliverable, Licensee may require ESRI to correct or replace, at ESRI's option, Deliverables that at the time of delivery do not conform with the applicable written specifications included in, or delivered by ESRI pursuant to, the corresponding Task Order. Except as provided in the next paragraph of this Subsection A.1, the cost of replacement or correction shall be determined under the Time and Materials section of the Compensation; Invoices article of this Addendum.

Not later than two (2) years after acceptance of a Deliverable, Licensee may require ESRI to correct or replace, without cost to the Licensee, nonconforming Deliverables, if the nonconformances are due to (i) fraud, lack of good faith, or willful misconduct on the part of an employee at or above the ESRI Professional Services Department Manager level (collectively, "ESRI Manager") or (ii) the conduct of one or more of ESRI's employees selected or retained by ESRI after an ESRI Manager has reasonable grounds to believe that the employee is habitually careless or unqualified.

ESRI shall have no obligation or liability under this Agreement to correct Deliverables that were nonconforming at the time of delivery, except as provided in this Subsection A.1.

2. For Firm Fixed Price Task Orders: ESRI warrants that for a period of thirty (30) days after acceptance of a Deliverable that the Deliverable will conform, in a manner consistent with professional and technical standards in the software industry, with the applicable written specifications that are included in, or delivered by ESRI pursuant to, the corresponding Task Order.

B. Disclaimer

1. THE REQUIRED CORRECTIONS AND WARRANTY SET FORTH IN SECTION "A" OF THIS ARTICLE ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER OBLIGATIONS TO CORRECT OR REPLACE DELIVERABLES AND OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT DELIVERABLES ARE ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; AND (ii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.
2. IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, ESRI DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY LICENSEE OR ESRI, OR THE VENDORS OF EITHER OF THEM. IF SUPPLIED BY ESRI OR ITS VENDORS, ESRI BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET LICENSEE'S NEEDS OR EXPECTATIONS. ESRI IS NOT INVITING RELIANCE ON MAP DATA, AND LICENSEE SHOULD ALWAYS VERIFY ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

ARTICLE 10—LIMITATION OF LIABILITY

A. Disclaimer of Certain Types of Liability

IN NO EVENT SHALL ESRI OR ITS LICENSOR(S) BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

B. General Limitation of Liability

IN NO EVENT WILL ESRI'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO ESRI BY LICENSEE FOR THE DELIVERABLES FROM WHICH THE LIABILITY DIRECTLY AROSE.

C. Applicability of Disclaimers and Limitations

Licensee agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether Licensee has accepted the Deliverables or any other product or service delivered by ESRI. The parties agree that ESRI has set its prices and entered into this Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose or cause consequential loss), and that the same form an essential basis of the bargain between the parties.

ARTICLE 11—HIGH RISK ACTIVITIES

- A. DELIVERABLES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE FOR USE FOR INSURANCE UNDERWRITING OR WITH CRITICAL HEALTH AND SAFETY OR ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS THAT REQUIRE FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, EMERGENCY RESPONSE, TERRORISM PREVENTION OR RESPONSE, LIFE SUPPORT, OR WEAPONS SYSTEMS ("HIGH RISK ACTIVITIES"). ESRI SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.
- B. Licensee represents and warrants that it will not use, distribute, or resell Deliverables for High Risk Activities and that it will ensure that its customers and end users of the Deliverables are provided with the notice in Section A of this Article.
- C. In the event of a breach by Licensee of the representation and warranty in Section B of this Article, Licensee agrees to indemnify and hold ESRI, its officers, directors, employees, agents, subcontractors, licensors, successors, and assigns harmless from and against any and all liability, losses, claims, expenses (including attorneys' fees), demands, or damages of any kind, including direct, indirect, special, punitive, incidental, or consequential damages, arising out of or in any way connected with such breach. Delivery of Deliverables does not constitute a waiver of the rights and obligations set forth in this Article.

ARTICLE 12—TERM AND TERMINATION

A. Term

Unless terminated earlier pursuant to Section B or C of this Article, the term of this Addendum shall expire upon the later to occur of (i) the delivery of the last scheduled Deliverable as specified in the Task Orders executed under this Addendum or (ii) the expiration of a two (2)-year period commencing on the effective date of this Agreement.

B. Termination for Convenience

Licensee may terminate this Addendum or any Task Order at any time on thirty (30) days' written notice to ESRI and upon payment to ESRI of all amounts due to date pursuant to this Addendum, including reasonable termination expenses and the pro rata contract price for the Task Orders affected.

C. Termination for Cause

Either party, as applicable, shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Addendum or any Task Order as follows:

- i. By ESRI, at its sole discretion and without opportunity to cure, if (a) Licensee fails to pay after ten (10) days' written notice the amounts due to ESRI pursuant to the "Compensation; Invoices" article of this Addendum, (b) ESRI has terminated all or any part of this Agreement under any other of its provisions, or (c) Licensee engages in unauthorized use, reproduction, or disclosure of Deliverables.
- ii. By either party for any material breach of this Addendum that is not cured within fifteen (15) days of receipt by the party in default of a notice specifying the breach and requiring its cure.

D. Obligations upon Termination

Upon termination of this Addendum, the parties shall have no further obligations pursuant to its terms, except that Articles 4, 5, 8, 9B, and 10-14 shall survive termination. Unless Licensee has materially breached its obligations under this Agreement, Articles 3 and 9A shall also survive termination.

ARTICLE 13—RESTRICTIONS ON HIRING

Licensee shall not solicit for hire any ESRI employee who is associated with efforts called for under this Addendum during the term of this Addendum and for a period of one (1) year thereafter. In the event the foregoing provision is

breached, Licensee shall pay ESRI liquidated damages for recruiting and training costs equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision.

ARTICLE 14—TAXES

Values specified in Task Orders are exclusive of state, local, and other taxes or charges (other than income taxes payable by ESRI). In the event such taxes or charges become applicable to Deliverables, Licensee shall pay any such taxes upon receipt of written notice that they are due.

ARTICLE 15—INDEPENDENT CONTRACTOR

ESRI is, and at all times will be, an independent contractor. Nothing in this Agreement shall be deemed to create an employer/employee, principal/agent, or joint venture relationship. Neither party has the authority to enter into any contracts on behalf of the other party or otherwise act on behalf of the other party.

ARTICLE 16—FORCE MAJEURE

The obligations in this Addendum are subject to the "Force Majeure" article set forth in this Agreement.

ARTICLE 17—COMMERCIAL TERMS AND CONDITIONS

This Addendum contains ESRI's commercial terms and conditions. Licensee's rights in the Deliverables are strictly limited to the uses granted by this Addendum. In the event any court, arbitrator, or board holds that the U.S. Government has greater rights to any portion of the Deliverables, such rights shall extend only to the portion(s) affected, and use, duplication, or disclosure by the U.S. Government is subject to restrictions as provided in DFARS §227.7202-1(a) and §227.7202-3(a) (1995), DFARS §252.227-7013(c)(1)(ii) (OCT 1988), FAR §12.212(a) (1995), FAR §52.227-19 (June 1987), or FAR §52.227-14 (ALT III) (June 1987), as applicable.

ARTICLE 18—NOTICE

All notice required by this Agreement shall be in writing to the parties at the following respective addresses, or to such other address as a party may subsequently specify in a notice provided in the manner described in this Article, and shall be deemed to have been received (i) upon delivery in person; (ii) upon the passage of three (3) days following post by first class registered or certified mail, return receipt requested, with postage prepaid; (iii) upon the passage of two (2) days following post by overnight receipted courier service; or (iv) upon transmittal by confirmed telex or facsimile, provided that if sent by facsimile a copy of such notice shall be concurrently sent by U.S. certified mail, return receipt requested and postage prepaid, with an indication that the original was sent by facsimile and the date of its transmittal:

Licensee: Spokane County Information Systems
815 N. Jefferson St.
Spokane, WA 99260-0400
Attn.: Ian Von Essen
Tel.: (509) 477-6344
Fax: (509) 477-7494

ESRI:

ESRI

380 New York Street
Redlands, CA 92373-8100

Project/Technical Notice—Attn.: _____,

Senior Contract Administrator/Specialist

Tel.: 909-793-2853, extension _____

Fax: 909-307-3034

Legal Notice—Attn.: Contract Manager

Tel.: 909-793-2853, extension 1593

Fax: 909-307-3020

With a copy to _____, Senior Contract Administrator/Specialist

ATTACHMENT A
SAMPLE TASK ORDER
ESRI Agreement No. _____
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. (ESRI), and _____ (Licensee), this Task Order authorizes delivery of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: [As applicable, specifically identify and describe Deliverables including Custom Code, Map Data, and Technical Data (including Technical Assistance), Supported Software, and the resources to be provided by Licensee (including Licensee-supplied personnel, software, hardware, and digital or hard-copy data), and place of delivery and location where technical assistance will be provided.]

In addition to the foregoing, Licensee agrees that its employees, representatives, and subcontractors will cooperate and communicate with ESRI during performance of this Task Order. Without cost to ESRI, Licensee shall provide, allow access to, or assist ESRI in obtaining all data ESRI requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Licensee and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type (FFP or T&M):
3. Total Task Order Value or Not-to-Exceed Value (if time and materials basis):
4. Delivery Schedule or Start/End Date(s) for Each Deliverable:
5. Special Considerations:
6. ESRI Project Manager:
ESRI Senior Contract Administrator:

ACCEPTED AND AGREED:

(Licensee)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(ESRI)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**ATTACHMENT B
TIME AND MATERIALS RATE SCHEDULE**

TIME AND MATERIALS RATE SCHEDULE

Effective January 1, 2009

Hourly time and materials labor rates have been provided for each labor category for calendar year 2009. The hourly labor rates for services that are performed after 2009 may be escalated in an amount not to exceed seven and one-half percent (7.5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

Principal GIS Consultant/Program Manager

Hourly Rate: \$349/Hour

Staff in this labor category work as Program Directors or Project Advisors providing project vision, strategic consulting, and program management activities for Geographic Information Systems (GIS) and Information Technology (IT) projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geo-spatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definition, application and database design, and system integration consulting. Management activities may include defining program requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. Staff in this labor category work with senior client staff in coordination with ESRI senior management to resolve issues and support successful project completion.

Senior GIS Consultant/Project Manager

Hourly Rate: \$264/Hour

Staff in this labor category work as Project Managers or Project Advisors providing strategic consulting and project management activities for GIS and IT projects. These staff members have market/application domain expertise using extensive experience in GIS and related geo-spatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars, requirements definition, application and database design and system integration consulting. Management activities may include defining project requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These individuals may also design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules.

GIS Consultant/Project Manager

Hourly Rate: \$210/Hour

Staff in this labor category provides day-to-day consulting and management for contracted projects within ESRI. These individuals work under guidance of senior ESRI managers described above and support the design and implementation of project work plans. These staff members may provide consulting services and design and management support to software application development projects and database conversion projects. They may also conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using standard engineering diagramming methodologies, design software and database QA/QC programs, and provide management oversight of daily technical activities. These staff members work with senior consulting and technical staff to design comprehensive work plans that employ standard system methodologies that define project deliverables, milestones and realistic schedules. These individuals work with ESRI administrative staff to ensure that progress and financial reporting are provided according to contract requirements.

Senior GIS System/Software Architect

Hourly Rate: \$272/Hour

Staff in this labor category provides the overall technical vision and system architecture for large, complex systems. They support the application of sound software engineering principles and life-cycle methodologies to programs/projects. This staff is actively involved in systems architecture design, application software design, database process design, and the directing of coding development, including the supervision of design and code reviews. These staff may serve as the Principal Investigator in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of GIS applications and related

information technologies, and they may also provide specific expertise in areas such as web-based software applications, services oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient with ESRI Commercial Off the Shelf (COTS) software products, software and database design methodologies, web, desktop and server software development languages, geospatial data formats, and other technologies.

GIS System/Software Developer

Hourly Rate: \$221/Hour

Staff in this labor category supports the design of technical project specifications for the implementation of application software projects and database development projects. They support the day-to-day technical activities of the project team and ensure that standard system methodologies are employed. They also perform detailed software design and detailed database conversion design, and are directly involved in the coding and implementation of complex and strategic portions of application software and database conversion projects. As a group, these staff members are proficient in ESRI Commercial Off the Shelf (COTS) software products, web, desktop and server software development languages, geospatial data formats and other technologies. These staff members design and develop QA/QC programs and support design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle.

GIS Technical Specialist/Engineer

Hourly Rate: \$171/Hour

Staff in this labor category work collaboratively with software designers to perform software coding and writing software documentation according to design specifications developed by senior technical staff described above. As a group, these staff members are experienced in the coding of software, the creation of digital databases, and in software development associated with ESRI's Commercial Off the Shelf (COTS) software products, web, desktop or server software development languages, geospatial data formats and other technologies. This staff also develops effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

GIS Database Specialist/Analyst

Hourly Rate: \$145/Hour

Staff in this labor category provides database development support in creating cartographic and digital data products. These staff members have expertise that includes the performance of hard copy to digital data conversion tasks, data migration, and translation activities utilizing advanced processing techniques in ArcGIS. These individuals design, develop, and implement efficient production tools and work flows in accordance with approved project plans and design parameters.

MDC
3-5-07

City Clerk's No. OPR2005-0076

Contract Req. No. Not Needed

MINOR CONTRACT AUTHORIZATION

RECEIVED

MAR 01 2007

**CITY CLERK'S OFFICE
SPOKANE, WA**

Date: February 20, 2007


Budget Account No: Not Needed

CONTRACT TOPIC:

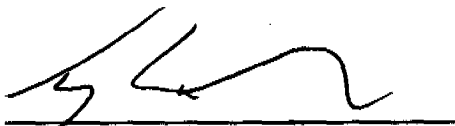
Housekeeping to change the Remittance Address for the Interlocal Contract with Spokane County Information Systems on OPR2005-0076. **New Remittance address: Spokane County Treasurer, P.O. Box 2244, Spokane, WA 99210-2244.**

CONTRACT BACKGROUND

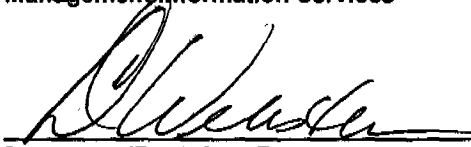
Effective January 1, 2007 there has been a change of remittance address for Spokane County Information Systems.



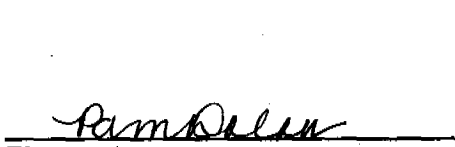
Submitting Department
Management Information Services



Legal



Manager/Division Director



Finance *MRL*

DISTRIBUTION

- Accounting** – P Dolan
- Contract Accounting** – M Lesesne
- Legal (for contract)** – B Burns
- Taxes & Licenses** – W Beddow
- MIS** – J Hamilton
- Spokane County Information Systems** - Linda Debrande

EFFECTIVE JANUARY 1, 2007 PLEASE MAIL ALL REMITTANCE TO
THE FOLLOWING ADDRESS:

SPOKANE COUNTY TREASURER
P.O. BOX 2244
SPOKANE, WA 99210-2244

BE SURE TO WRITE YOR INVOICE NUMBER ON YOUR CHECK

IF YOU HAVE ANY QUESTIONS PLEASE CALL LINDA @
509-477-4140.

THANK YOU.

For billing questions, please call Linda at 509-477-4140

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
1		EXT0145	ESRI ELA Monthly Charge For January, 2007	1.00	EA	7,132.40	7,132.40
SUBTOTAL:							7,132.40
TOTAL AMOUNT DUE :							7,132.40

Inv #: 50300617

Inv Date: 02/14/2007

Cust #: SPO10305

Original



Spokane County Information Systems Department Invoice

Make checks payable to: SPOKANE COUNTY TREASURER

Remit To:

SPOKANE COUNTY TREASURER
PO BOX 2244
SPOKANE WA 99210-2244



Invoice No: 50300617
Invoice Date: 02/14/2007
Customer Number: SPO10305
Payment Terms: Due Upon Receipt

Bill To:

CITY OF SPOKANE
ATTN: Joan Hamilton
MANAGEMENT INFORMATION SERVICES
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201-3344

AMOUNT DUE: 7,132.40



 **Please remit top portion with payment.**

For billing questions, please call Linda at 509-477-4140

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
1		EXT0145	ESRI ELA Monthly Charge For January, 2007	1.00	EA	7,132.40	7,132.40
SUBTOTAL:							7,132.40
TOTAL AMOUNT DUE :							7,132.40

04/22/05



AGENDA SHEET FOR COUNCIL MEETING OF: February 7, 2005

Submitting Dept. Management Information Svcs Contact Person Garv Brakel Phone No. Ext 6465

CITY CLERK'S OFFICE
SPOKANE, WA

ADMINISTRATIVE SESSION

- X Contract
- o Report
- o Claims

LEGISLATIVE SESSION

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

CITY PRIORITY

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- X Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

OPR 2005 - 0076

STANDING COMMITTEES

(Date of Notification)

- o Finance _____
- o Neighborhoods _____
- o Planning/Community & Econ Dev _____

- o Public Safety _____
- o Public Works _____

Neighborhood/Commission/Committee Notified:

Action Taken:

AGENDA WORDING:

Interlocal Contract to pay Spokane County Information Services for participation in Environmental Systems Research Institutes' (ESRI) Geographic Information System (GIS) software Enterprise License Agreement. This is a four-year contract. The cost of the first year (2005) is \$85,216.34. Billing for subsequent years will be monthly (\$7,101.36) and starts January of 2005.

BACKGROUND:

(Attach additional sheet if necessary)

Goals:

1. Reduce future GIS software acquisition costs and continue to improve the efficiency of geographic services provided to the community for the City of Spokane by continuing to coordinate with Spokane County, the City of Spokane Valley, the Spokane Regional Health District and the Spokane Regional Transportation District.
2. Acquire an ESRI Enterprise License, which would cap the majority of GIS software expenditure growth for the next 4 years.
3. Support "ESRI GIS" software as the standard for region. Having a common GIS software standard has enabled a regional GIS database to be built and maintained. This database has allowed agencies in the region to provide cost-effective geographic information services while avoiding the costly duplication of database development activities.

Benefits:

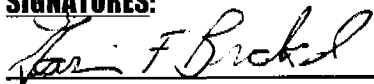
1. Avoid continual license and maintenance fee increases to existing software. ESRI has radically changed its software design and also its license/maintenance fee structure. In 2005, upgrading our most common software (ArcView) would have been approximately \$20,000 alone, under this agreement we will not incur this additional cost.
2. Expand the use of WEB based GIS tools without incurring additional software acquisition costs.
3. Includes access to online training for GIS staff.

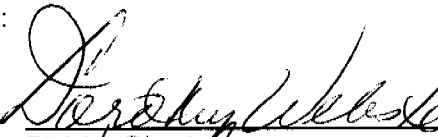
RECOMMENDATION:

Fiscal Impact:	o N/A	Budget Account:	o N/A
X Expenditure:	\$ 170,433.00	#	5300-41630-18850-54820
o Revenue:	\$	#	
o Budget Neutral			


ATTACHMENTS: Include in Packets:
On file for Review in Office of City Clerk:

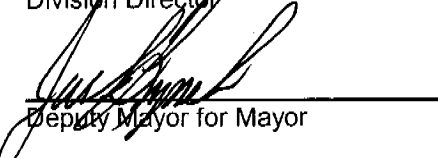
SIGNATURES:

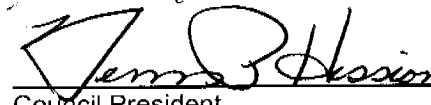

 Department Head
 Management Information Services


 Division Director


 Finance


 Legal


 Deputy Mayor for Mayor


 Council President


DISTRIBUTION: Accounting
Contract Accounting

Legal (for contract)
Taxes & Licenses

MIS - Joan Hamilton
SPOKANE COUNTY IS

APPROVED BY
SPOKANE CITY COUNCIL:

COUNCIL ACTION:

February 7, 2005

 CITY CLERK



**AFTER RECORDING
PLEASE RETURN TO:**
Office of the City Clerk
808 W Spokane Falls Boulevard
Spokane, WA 99201-3332

(OPR 2005-0076)

**INTERLOCAL AGREEMENT FOR THE CITY OF SPOKANE'S
PARTICIPATION IN ESRI'S ENTERPRISE LICENSE AGREEMENT WITH
SPOKANE COUNTY**

THIS AGREEMENT, made and entered into the 21st day of February, 2005 by and between the CITY OF SPOKANE, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201; hereinafter referred to as the "CITY"; and COUNTY OF SPOKANE, a political subdivision of the State of Washington, having offices for the transaction of business at 1115 West Broadway, Spokane, WA 99260, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, pursuant to the provisions of Revised Code of Washington RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, Chapter 39.34 RCW authorizes public agencies to contract with one another to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the parties have cooperated for many years in the use of Geographic Information Systems Resources by standardizing on ESRI GIS software in order to jointly build common interagency GIS data layers that have enabled the parties to providing geographic services that have best met the needs of the community while avoiding duplication of effort and cost; and

WHEREAS, the parties desire to reduce GIS software acquisition costs and continue to improve the efficiency of geographic services provided to the community; and

WHEREAS, the parties desire to continue further cooperation by agreement;

NOW, THEREFORE, in consideration for the mutual terms and conditions contained herein the parties hereto covenant and agree as follows:



1. **Purpose.** The purpose of this agreement is for the County to provide an opportunity for the City to acquire selected ESRI GIS software licenses, maintenance and other administrative services/benefits as delineated herein and under the terms and conditions of the ENTERPRISE LICENSE AGREEMENT between Spokane County and ESRI.

2. **Participation.** The City is authorized to participate in the ESRI Enterprise License Agreement (ELA), provided the City agrees to abide by the terms and conditions of ESRI ELA (incorporated as Addendum A herein) applicable to a Licensee by signing this document. Environmental Systems Research Institute Inc. may pursue remedies against a Licensee directly for noncompliance of the terms of the ESRI ELA. Rights specifically granted to the County by ESRI are not extended to the City.

3. **Additional Or Revised Terms.** The City agrees that additional or revised licensing terms for: (1) upgrades or updates to the Site License Software and Limited Deployment Software or (2) upgrades or updates to IDIQ (non-Site License Software) items may be incorporated from time to time. These license revisions/updates shall be provided by the County to the City as they are incorporated into the ELA. Additional or revised terms and conditions for new Software, Data, Documentation, shall be governed by the ESRI ELA and any revised terms found in the then-current General License Terms and Conditions and Exhibit 1, the terms of which will be indicated on ESRI's Web site or enclosed in the deliverable's packaging, depending on the method of delivery. The pricelist(s) for IDIQ Software, Data, Documentation, maintenance for IDIQ items, training or services may be revised from time to time, but in no event shall pricing contained therein exceed standard commercial pricing. Unless revised via mutual written amendment between ESRI and the County, the annual ELA fee paid by the County to ESRI is fixed for the term of the agreement. The items provided by ESRI in exchange for the fee are identified in the ELA and include selected software (type and quantity defined), maintenance for the defined software, limited virtual campus training and a fixed amount of ESRI User Conference registration passes.

4. **Agreement Is Non-Exclusive.** The City agrees to officially name ESRI as their standard and further agrees to act as a reference for other ESRI customers and potential customers as long as this Agreement remains in effect. Notwithstanding, under no circumstances shall this Agreement be construed or interpreted as an exclusive dealings agreement and The City reserves the right to purchase from third parties any of their requirements for GIS software.

5. **Information To Be Supplied By The City.** In order to support the County's ISD-GIS division in future negotiations regarding the renewal of the ESRI ELA, the City agrees to provide the County's ISD-GIS Division the following metrics on an annual basis by January 15th of each year.

- a. The total number of Full Time Employees (FTE's) for your agency.



- b. The total number of FTE's with a desktop PC or equivalent (i.e., laptop, tablet PC, etc.)
- c. The total General Fund Budget for your agency.

6. Scope Of Services. Services provided by the County Information Systems Department's GIS Division (ISD-GIS) are as follows:

- a. The County's ISD-GIS Division shall administer and manage the ESRI ELA for the City. The County will have the authority from ESRI to deploy ESRI Site License Software to the City. The City, who rolls-in its existing copies of ESRI Site License Software (Detailed in Addendum B) or Limited Deployment Software (Detailed in Addendum C), shall receive maintenance as defined by the ESRI ELA. Such maintenance shall be coordinated/managed by the County as further defined herein. The County may deploy up to the total quantity of ESRI Software licenses as defined in Table B-1 of Appendix B of the ESRI ELA. The City and the County may also issue purchase orders directly to ESRI for IDIQ Software (Software not identified in Table B-1 of Appendix B of ESRI ELA), Data, Documentation, maintenance for IDIQ Software, training, or custom services. Requests and orders for such ESRI software or services shall be made directly to ESRI and shall not be administered and managed by Spokane County ISD-GIS..
- b. The County shall provide Tier 1 Technical Support via a Central GIS Help Desk. The County's ISD-GIS Division shall also maintain the official list of the eight (8) named individuals who may contact ESRI's Technical Support Group directly for Tier 2 Technical Support in Addendum D
- c. ESRI Conference Registrations and ESRI Virtual Campus Web-based Training Seats shall be distributed to the City, based on the percentage a given agency is contributing to the annual payment of the ELA and County ELA Administration Fee. The City will be entitled to at least once ESRI Conference Registrations per year upon request.
 - i. Year one distributions of the ESRI Conference Registrations and ESRI Virtual Campus Web-based Training Seats will be based on the methods described in Section 7c under INVOICING AND COST SHARING.
 - ii. The remaining out year distributions of the ESRI Conference Registrations and ESRI Virtual Campus Web-based Training Seats will be based on the methods described in Section 7d under INVOICING AND COST SHARING but summed for the entire year.
 - iii. . Spokane County's ISD-GIS Division shall notify the City of its ESRI Conference Registrations and ESRI Virtual Campus



Web-based Training Seats allocation for the coming year by January 15th of each year that the ELA remains in effect.

7. Invoicing And Cost Sharing. The County shall handle all invoicing associated with the ESRI Enterprise License Agreement as follows.

a. Make annual \$195,000 payments to ESRI within 30 days of the anniversary date of ESRI ELA of 1 January for the term of the ELA.

b. The County ELA Administration Fee will be \$5,000 for the administration of ESRI's ELA.

c. Year one. City cost-allocation of ESRI ELA and County ELA Administration Fee by the County shall be based on 2004 ESRI maintenance payment percentages as detailed in Addendum E. Payment to the County for the first year of the ESRI ELA (2005) is due by January 30th, 2005.

d. Year two and three (and potentially four). prorations of County ELA Administration Fee and ESRI ELA License Fee shall be based on number of ESRI software licenses keyed to a given agency/licensee. An ESRI software license table will be maintained by the County's ISD-GIS Division and updated on a monthly basis for each licensee. Cost allocation of the portion of the ESRI ELA License Fee that a given agency/licensee would be responsible for will be calculated as follows:

i. Each individual ESRI software license will be associated with its associated standard ESRI maintenance fee. See Addendum F for Table of Standard ESRI Maintenance Fees

ii. The sum of the standard ESRI maintenance fees for all keyed ESRI software licenses for given agency will then be calculated.

iii. The sum of all agencies standard maintenance fees will be calculated.

iv. The sum of each agency's individual standard ESRI maintenance fees calculated in Step 2 will be divided by the sum of all agencies standard maintenance fees calculated in Step 3. The result of this calculation will then be turned into a percentage by multiplying by 100. This percentage calculation for each agency will be generated on a monthly basis.

v. The sum (\$200,000.00) of the annual County ELA Administration Fee (\$5,000.00) and the annual ESRI ELA License Fee (\$195,000.00) will then be divided by twelve and multiplied by a given agency's monthly percentage calculated in Step 4 and invoiced to that agency on a monthly basis by the County's Information Systems Department (ISD). All calculations for Steps 1-5 will be based on the ESRI software license table maintained by the County's ISD-GIS Division. The initial version of this table will be generated by the



County in January 2005. The City shall remit the funds due to the County within 30 days of invoicing. Monthly invoicing for year two (2006) will begin in January 2005 as ESRI requires maintenance payments in advance for software and maintenance.

8. Request, Deployment, & Account Procedures Of Newly-Keyed ESRI ELA Site License Software. the County's ISD-GIS Division shall maintain the official list authorized individuals (one per licensee) in Addendum G who have the budget authority to request additional ESRI software covered by the ESRI ELA (as defined in Table B-1 of Appendix B of the ESRI ELA). Requests by a given Eligible Agency for additional ESRI Software License must be sent to gissupport@spokanecounty.org. Newly keyed licenses will be added for that licensee on a monthly basis to the ESRI software license Table maintained by the County's ISD-GIS Division (as initially described in Section 7d). Newly keyed licenses will be incorporated on a monthly basis into the Cost allocation procedures describe in Section 7d under INVOICING AND COST SHARING.

9. Compliance with Laws. Each party shall comply with all federal, state, and local laws and regulations.

10. Assignments. This contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

11. Amendments. This contract may be amended at any time by mutual written agreement. No modification or amendment of this agreement shall be valid until the same is reduced to writing and executed with the same formalities as this agreement.

12. Anti-kickback. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this contract.

13. Termination. Either party may terminate this contract by thirty (30) days' written notice to the other party. In the event of such termination, the City of Spokane shall pay for any work completed up to the thirty (30) days or termination date.

14. Severability. In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

15. Nondiscrimination. No individual shall be excluded from participation in, denied benefit of, subject to discrimination under, or denied employment in the administration of or in connection with this contract because of race, color, creed, marital status, familial status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran status, age, or disability. Each party shall comply with all applicable federal, state and local nondiscrimination laws, regulations and policies.



16. **Venue.** This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action or judicial proceeding for the enforcement of this agreement or any provision shall be instituted only in a court of competent jurisdiction within Spokane County, Washington.

17. **All Writings Contained Herein.** This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties.

18. **Administration/Administrator.** No new or separate legal or administrative entity is created to administer the provisions of this agreement. The County's ISD-GIS Division shall be the administrator of this agreement.

19. **Agreement To Be Filed.** The City shall file this agreement with its City Clerk. The County shall file this agreement with its County Auditor.

20. **Non-Waiver.** No waiver by either party of any of the terms of this agreement shall be construed as a waiver of the same or other rights of that party in the future.

21. **Headings.** Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this agreement.

22. **Compliance With Laws.** The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this agreement.

23. **Relationship Of The Parties.** The Parties intend that an independent contractor relationship will be created by this agreement. The City is interested only in the results that could be achieved and the conduct and control of all services will be solely with the County. No agent, employee, servant or otherwise of the County shall be deemed to be an employee, agent, servant, or otherwise of the City for any purpose and the employees of the County are not entitled to any of the benefits that the City provides for City employees. The County will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors or otherwise, during the performance of this Agreement. The County does not have the power or authority to bind the City in any promise, agreement, or representation other than specifically provided for in this Agreement.

24. **Enforcement Costs.** If any legal action or other proceeding is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that



action or proceeding, in addition to any other relief to which such party or parties may be entitled.

25. Maintenance Of Records. The County will maintain, for at least three (3) years after completion of this agreement, all relevant records pertaining to the agreement. The County shall make available to the City or the Washington State Auditor or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the County shall have kept in conjunction with this agreement and which the County may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

26. Remedies. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

27. Property. The ESRI software to be used by the City shall be pursuant to this Agreement and the ESRI Enterprise License Agreement. ESRI shall retain ownership of the software throughout the term of this agreement. Upon termination of the City's use, the software shall be uninstalled and returned to ESRI in accordance with the ESRI Enterprise License Agreement.

28. Duration/Termination. The duration of this Agreement shall be concurrent with the ESRI Enterprise License Agreement and shall terminate upon the termination of the ESRI Enterprise License Agreement, except that the County may terminate this Agreement upon the City's failure to comply with the terms and conditions of this Agreement and/or the ESRI Enterprise License Agreement.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed on the date and year opposite their respective signatures.

SPOKANE COUNTY:

By: _____

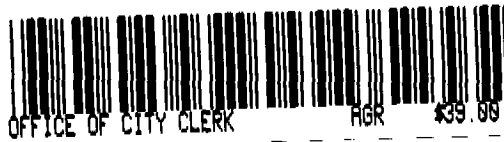
Title: _____

_____ Date

CITY OF SPOKANE:

Mayor

Date



4 1050

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

Dated: 12/14/2004

4 1050
BOARD OF COUNTY COMMISSIONERS OF
SPOKANE, COUNTY, WASHINGTON


PHILLIP D. HARRIS, Chair



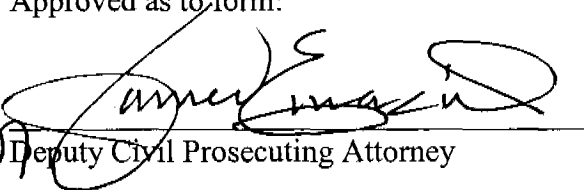
TODD MIELKE,

Commissioner

ATTEST:
VICKY M. DALTON
CLERK OF THE BOARD

Approved as to form:

By: 
Daniela Erickson, Deputy


Deputy Civil Prosecuting Attorney

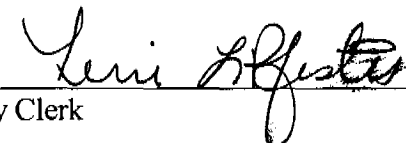
Dated: 2/21/05

CITY OF SPOKANE

By: 
Deputy Mayor

Attest:

Approved as to form:


City Clerk


Assistant City Attorney





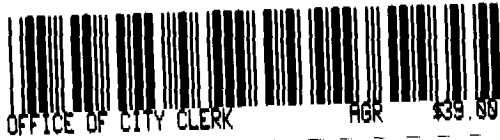
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Page: 9 of 21
03/01/2005 10:31A
Spokane Co, WA

AL
OFFICE OF CITY CLERK

AGR \$39.00

ESRI'S ENTERPRISE LICENSE AGREEMENT

See attached Agreement No. 2004ESL6082



ADDENDUM B
EXISTING COPIES OF ESRI LICENSE SOFTWARE ITEMIZED BY
ELEGIBLE AGENCY

SPOKANE COUNTY

Customer#	Customer Name	Department	REGION	State	Order	Group	Title	Total Seats
19292	COUNTY OF SPOKANE	ASSESSORS OFFICE	SPOKANE	WA	100	Concurrent Use	ArcInfo	9
19292	COUNTY OF SPOKANE	ASSESSORS OFFICE	SPOKANE	WA	160	Concurrent Use	ArcPress	1
19292	COUNTY OF SPOKANE	ASSESSORS OFFICE	SPOKANE	WA	310	ArcInfo Extens	ArcStorm	6
19292	COUNTY OF SPOKANE	ASSESSORS OFFICE	SPOKANE	WA	280	ArcInfo Extens	COGO	9
6505	COUNTY OF SPOKANE	INFORMATION SYSTEMS DEPT	SPOKANE	WA	140	Concurrent Use	3D Analyst	2
6505	COUNTY OF SPOKANE	INFORMATION SYSTEMS DEPT	SPOKANE	WA	110	Concurrent Use	ArcEditor	10
6505	COUNTY OF SPOKANE	INFORMATION SYSTEMS DEPT	SPOKANE	WA	40	Server Softwar	ArcIMS	2
6505	COUNTY OF SPOKANE	INFORMATION SYSTEMS DEPT	SPOKANE	WA	100	Concurrent Use	ArcInfo	14
6505	COUNTY OF SPOKANE	INFORMATION SYSTEMS DEPT	SPOKANE	WA	160	Concurrent Use	ArcPress	1
6505	COUNTY OF SPOKANE	INFORMATION SYSTEMS DEPT	SPOKANE	WA	300	ArcInfo Extens	ArcScan	1
6505	COUNTY OF SPOKANE	INFORMATION SYSTEMS DEPT	SPOKANE	WA	10	Server Softwar	ArcSDE	8
6505	COUNTY OF SPOKANE	INFORMATION SYSTEMS DEPT	SPOKANE	WA	120	Concurrent Use	ArcView	2
6505	COUNTY OF SPOKANE	INFORMATION SYSTEMS DEPT	SPOKANE	WA	430	Single Use	ArcView	10
6505	COUNTY OF SPOKANE	INFORMATION SYSTEMS DEPT	SPOKANE	WA	570	Windows 3x	ArcView	22
6505	COUNTY OF SPOKANE	INFORMATION SYSTEMS DEPT	SPOKANE	WA	280	ArcInfo Extens	COGO	9
6505	COUNTY OF SPOKANE	INFORMATION SYSTEMS DEPT	SPOKANE	WA	680	Misc	MapObjects Win	5
6505	COUNTY OF SPOKANE	INFORMATION SYSTEMS DEPT	SPOKANE	WA	680	Misc	MapObjects Win	1
6505	COUNTY OF SPOKANE	INFORMATION SYSTEMS DEPT	SPOKANE	WA	260	ArcInfo Extens	Network	8
6505	COUNTY OF SPOKANE	INFORMATION SYSTEMS DEPT	SPOKANE	WA	130	Concurrent Use	Spatial Analyst	1
6505	COUNTY OF SPOKANE	INFORMATION SYSTEMS DEPT	SPOKANE	WA	440	Single Use	Spatial Analyst	2
6505	COUNTY OF SPOKANE	INFORMATION SYSTEMS DEPT	SPOKANE	WA	580	Windows 3x	Spatial Analyst	2
6505	COUNTY OF SPOKANE	INFORMATION SYSTEMS DEPT	SPOKANE	WA	270	ArcInfo Extens	TIN	3
19093	COUNTY OF SPOKANE	LONG RANGE PLANNING DEPT	SPOKANE	WA	100	Concurrent Use	ArcInfo	2
19093	COUNTY OF SPOKANE	LONG RANGE PLANNING DEPT	SPOKANE	WA	310	ArcInfo Extens	ArcStorm	12
19093	COUNTY OF SPOKANE	LONG RANGE PLANNING DEPT	SPOKANE	WA	260	ArcInfo Extens	Network	1
19093	COUNTY OF SPOKANE	LONG RANGE PLANNING DEPT	SPOKANE	WA	130	Concurrent Use	Spatial Analyst	1



6506	COUNTY OF SPOKANE	ROAD ENGINEERS	SPOKANE	WA	140 Concurrent Use	3D Analyst	1
6506	COUNTY OF SPOKANE	ROAD ENGINEERS	SPOKANE	WA	100 Concurrent Use	ArcInfo	5
6506	COUNTY OF SPOKANE	ROAD ENGINEERS	SPOKANE	WA	160 Concurrent Use	ArcPress	1
6506	COUNTY OF SPOKANE	ROAD ENGINEERS	SPOKANE	WA	430 Single Use	ArcView	6
6506	COUNTY OF SPOKANE	ROAD ENGINEERS	SPOKANE	WA	280 ArcInfo Extens	COGO	3
6506	COUNTY OF SPOKANE	ROAD ENGINEERS	SPOKANE	WA	260 ArcInfo Extens	Network	3
6506	COUNTY OF SPOKANE	ROAD ENGINEERS	SPOKANE	WA	130 Concurrent Use	Spatial Analyst	1
23325	COUNTY OF SPOKANE	UTILITIES SEWER DEPT	SPOKANE	WA	100 Concurrent Use	ArcInfo	3
23325	COUNTY OF SPOKANE	UTILITIES SEWER DEPT	SPOKANE	WA	310 ArcInfo Extens	ArcStorm	3
23325	COUNTY OF SPOKANE	UTILITIES SEWER DEPT	SPOKANE	WA	280 ArcInfo Extens	COGO	3
23325	COUNTY OF SPOKANE	UTILITIES SEWER DEPT	SPOKANE	WA	220 Concurrent Use	Survey Analyst	1
18101	COUNTY OF SPOKANE	UTILITIES STORM WATER DIV	SPOKANE	WA	140 Concurrent Use	3D Analyst	1
18101	COUNTY OF SPOKANE	UTILITIES STORM WATER DIV	SPOKANE	WA	100 Concurrent Use	ArcInfo	3
18101	COUNTY OF SPOKANE	UTILITIES STORM WATER DIV	SPOKANE	WA	570 Windows 3x	ArcView	1
18101	COUNTY OF SPOKANE	UTILITIES STORM WATER DIV	SPOKANE	WA	130 Concurrent Use	Spatial Analyst	1
18101	COUNTY OF SPOKANE	UTILITIES STORM WATER DIV	SPOKANE	WA	580 Windows 3x	Spatial Analyst	1

CITY OF SPOKANE

Customer#	Customer Name	Department	REGION	State	Order	Group	Title	Total Seats
6742	CITY OF SPOKANE	GIS DEPT	SPOKANE	WA	140	Concurrent Use	3D Analyst	4
6742	CITY OF SPOKANE	GIS DEPT	SPOKANE	WA	40	Server Softwar	ArcIMS	4
6742	CITY OF SPOKANE	GIS DEPT	SPOKANE	WA	100	Concurrent Use	ArcInfo	20
6742	CITY OF SPOKANE	GIS DEPT	SPOKANE	WA	160	Concurrent Use	ArcPress	3
6742	CITY OF SPOKANE	GIS DEPT	SPOKANE	WA	10	Server Softwar	ArcSDE	6
6742	CITY OF SPOKANE	GIS DEPT	SPOKANE	WA	120	Concurrent Use	ArcView	6
6742	CITY OF SPOKANE	GIS DEPT	SPOKANE	WA	360	Unix 3x	ArcView	3
6742	CITY OF SPOKANE	GIS DEPT	SPOKANE	WA	570	Windows 3x	ArcView	40
6742	CITY OF SPOKANE	GIS DEPT	SPOKANE	WA	280	ArcInfo Extens	COGO	5
6742	CITY OF SPOKANE	GIS DEPT	SPOKANE	WA	740	Misc	Maplex	1
6742	CITY OF SPOKANE	GIS DEPT	SPOKANE	WA	260	ArcInfo Extens	Network	5



6742	CITY OF SPOKANE	GIS DEPT	SPOKANE	WA	130	Concurrent Use	Spatial Analyst	6
126611	CITY OF SPOKANE	POLICE DEPT	SPOKANE	WA	120	Concurrent Use	ArcView	1
126611	CITY OF SPOKANE	POLICE DEPT	SPOKANE	WA	570	Windows 3x	ArcView	7
193520	CITY OF SPOKANE	WASTEWATER MANAGEMENT DEPT	SPOKANE	WA	100	Concurrent Use	ArcInfo	2
193520	CITY OF SPOKANE	WASTEWATER MANAGEMENT DEPT	SPOKANE	WA	160	Concurrent Use	ArcPress	1

CITY OF SPOKANE VALLEY

(Existing Copies of ESRI Site License Software provided under contract by Spokane County)

SPOKANE REGIONAL HEALTH DISTRICT

Customer#	Customer Name	Department	REGION	State	Order	Group	Title	Total Seats
14423	SPOKANE REGIONAL HEALTH DISTRICT		SPOKANE	WA	100	Concurrent Use	ArcInfo	1
14423	SPOKANE REGIONAL HEALTH DISTRICT		SPOKANE	WA	120	Concurrent Use	ArcView	2
14423	SPOKANE REGIONAL HEALTH DISTRICT		SPOKANE	WA	570	Windows 3x	ArcView	1
14423	SPOKANE REGIONAL HEALTH DISTRICT		SPOKANE	WA	590	Windows 3x	Network Analyst	1
14423	SPOKANE REGIONAL HEALTH DISTRICT		SPOKANE	WA	130	Concurrent Use	Spatial Analyst	1

SPOKANE REGIONAL TRANSPORTATION COUNCIL

Customer#	Customer Name	Department	REGION	State	Order	Group	Title	Total Seats
40540	SPOKANE REGIONAL TRANSPORTATION COUNCIL		SPOKANE	WA	100	Concurrent Use	ArcInfo	2
40540	SPOKANE REGIONAL TRANSPORTATION COUNCIL		SPOKANE	WA	260	ArcInfo Extens	Network	1



ADDENDUM C

**EXISTING COPIES OF ESRI LIMITED DEPLOYMENT SOFTWARE
 ITEMIZED BY ELEGIBLE AGENCY**

SPOKANE COUNTY

Customer#	Customer Name	Department	REGION	State	Order	Group	Title	Total Seats
6505	COUNTY OF SPOKANE	INFORMATION SYSTEMS DEPT	SPOKANE	WA	940	Misc	ArcPad	1
6505	COUNTY OF SPOKANE	INFORMATION SYSTEMS DEPT	SPOKANE	WA	950	Misc	ArcPad Appl Builder	1
6506	COUNTY OF SPOKANE	ENGINEERS	SPOKANE	WA		Misc	ArcPad	1
298677	COUNTY OF SPOKANE	NOXIOUS WEED CONTROL BOARD	SPOKANE	WA	950	Misc	ArcPad	4

CITY OF SPOKANE

Customer#	Customer Name	Department	REGION	State	Order	Group	Title	Total Seats
6742	CITY OF SPOKANE	GIS DEPT	SPOKANE	WA	940	Misc	ArcPad	4
6742	CITY OF SPOKANE	GIS DEPT	SPOKANE	WA	950	Misc	ArcPad Appl Builder	1
291204	CITY OF SPOKANE	WASTEWATER MANAGEMENT DEPT	SPOKANE	WA	940	Misc	ArcPad	3

CITY OF SPOKANE VALLEY

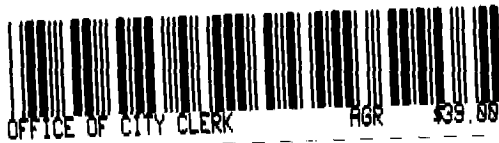
(No Existing Copies of ESRI Limited Deployment Software)

SPOKANE REGIONAL HEALTH DISTRICT

Customer#	Customer Name	Department	REGION	State	Order	Group	Title	Total Seats
14423	SPOKANE REGIONAL HEALTH DISTRICT	EPIDEMIOLOGY	SPOKANE	WA	540	Windows 3x	StreetMap	1
14423	SPOKANE REGIONAL HEALTH DISTRICT	EPIDEMIOLOGY	SPOKANE	WA	550	Windows 3x	Business Analyst	1

SPOKANE REGIONAL TRANSPORTATION COUNCIL

(No Existing Copies of ESRI Limited Deployment Software)



**ADDENDUM D
 ELGIBLE AGENCY STAFF WHO MAY CONTACT ESRI'S TECHNICAL
 SUPPORT GROUP DIRECTLY**

SPOKANE COUNTY

ESRI Customer#	Eligible Agency Name	Authorized Individual	Phone Number	Expertise	Email Address
6505	SPOKANE COUNTY	MIKE STEWART	(509) 477-7253	Database Admin & SDE	mstewart@spokanecounty.org
6506	SPOKANE COUNTY	DAVE RIDEOUT	(509) 477-7251	GIS Transportation - Engineering Apps.	mstewart@spokanecounty.org
19292	SPOKANE COUNTY	MIKE WENTZ	(509) 477-5939	GIS & Cadastral Apps.	mwentz@spokanecounty.org
6505	SPOKANE COUNTY	DARCY ACHENBACH	(509) 477-4142	GIS Web Services	dachenbach@spokanecounty.org

CITY OF SPOKANE

ESRI Customer#	Eligible Agency Name	Authorized Individual	Phone Number	Expertise	Email Address
6742	CITY OF SPOKANE	RAY SCHUG	(509) 625-6247	Database Admin & SDE	rschug@spokanecity.org
6742	CITY OF SPOKANE	BILL MYERS	(509) 625-6418	GIS Web Services	bmyers@spokanecity.org

CITY OF SPOKANE VALLEY

Under contract w/ Spokane County ISD-GIS. All ESRI Technical Support will be initiated by Spokane County ISD-GIS

SPOKANE REGIONAL HEALTH DISTRICT

ESRI Customer#	Eligible Agency Name	Authorized Individual	Phone Number	Expertise	Email Address
14423	SPOKANE REGIONAL HEALTH DISTRICT	MARK SPRINGER	(509) 324-1448	GIS & Epidemiology	mspringer@spokanecounty.org

SPOKANE REGIONAL TRANSPORTATION COUNCIL

ESRI Customer#	Eligible Agency Name	Authorized Individual	Phone Number	Expertise	Email Address
40540	SPOKANE REGIONAL TRANSPORTATION DISTRICT	ERIC JOHNSON	(509) 343-6385	GIS & Transportation Planning	ejohnson@srtc.org



**ADDENDUM E
 YEAR ONE COST ALLOCATION OF ESRI ELA & COUNTY ELA
 ADMINISTRATION FEE**

Itemization of ESRI ELA

License Fee

ESRI Enterprise License \$ 195,000.00
 Taxes \$ 16,380.00
Total ESRI ELA Fee \$ 211,380.00

Itemization of County Administration Fee				Prorated	
	2004 ESRI Main.	%	County Admin Fee	County Admin Fee	
Spokane County \$	32,420.00	36.86%	\$ 1,842.79	\$ 5,000.00	
City of Spokane \$	48,265.07	54.87%	\$ 2,743.44		
SRTC \$	4,700.00	5.34%	\$ 267.15		
Spokane County Health District \$	1,279.45	1.45%	\$ 72.73		
Spokane Valley \$	1,300.00	1.48%	\$ 73.89		
\$	87,964.52	100.00%	\$ 5,000.00		

Itemization by Agency of ESRI ELA and County Admin. Fee	2004 ESRI Maintenance Billing	%	Enterprise Splits	Enterprise Increase Amount	Prorated County Admin Fee	ESRI ELA & County Admin Fee
Spokane County \$	68,160.00	55.10%	\$ 116,468.35	\$ 48,308.35	\$ 1,842.79	\$ 118,311.13
City of Spokane \$	48,265.07	39.02%	\$ 82,472.90	\$ 34,207.83	\$ 2,743.44	\$ 85,216.34
SRTC \$	4,700.00	3.80%	\$ 8,031.12	\$ 3,331.12	\$ 267.15	\$ 8,298.27
Spokane County Health District \$	1,279.45	1.03%	\$ 2,186.26	\$ 906.81	\$ 72.73	\$ 2,258.98
Spokane Valley \$	1,300.00	1.05%	\$ 2,221.37	\$ 921.37	\$ 73.89	\$ 2,295.27
Totals \$	123,704.52	100.00%	\$ 211,380.00	\$ 87,675.48	\$ 5,000.00	\$ 216,380.00



ADDENDUM F
TABLE OF STANDARD ESRI MAINTENANCE FEES
(E405M 10/11/2004)

Section	Description	Price
1	ArcGIS Concurrent Use Licenses	
	ArcInfo Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000
	ArcInfo Concurrent Use License Annual Maintenance (Secondary 2-10, 12-20...)	\$1,200
	Primary Maintenance for ArcView Concurrent Use License	\$700
	Secondary Maintenance for ArcView Concurrent Use License	\$500
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$200
	Maintenance for ArcPress for ArcGIS Concurrent Use License	\$200
	Maintenance for ArcGIS StreetMap 9.0 Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS ArcScan Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS ArcScan Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Maplex Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Schematics Concurrent Use License	\$700
	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	\$350
	Primary Maintenance for ArcEditor Concurrent Use License	\$1,500
	Secondary Maintenance for ArcEditor Concurrent Use License	\$1,200
	ArcGIS Single Use Licenses	
	Primary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Only)	\$400
	Secondary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Only) Effective October 1, 2004	\$300
	Primary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Plus Extensions)	\$1,000
	Secondary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Plus Extensions) Effective October 1, 2004	\$900
	Primary Maintenance for ArcEditor Single Use (without extensions)	\$1,500
	Secondary Maintenance for ArcEditor Single Use (without extensions)	\$1,200
	Primary Maintenance for ArcEditor Single Use with Extensions	\$2,100
	Secondary Maintenance for ArcEditor Single Use with Extensions	\$1,800
	Maintenance Activation Program (Temporary Program Expires March 31, 2005)	
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, or 8.3 Single Use License for Windows, Core Only (Price Effective May 15, 2004 thru March 31, 2005)	\$600
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, or 8.3 Single Use License for Windows, Core Only (Price Effective October 1, 2004 thru March 31, 2005)	\$400
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, or 8.3 Single Use License for Windows, Core Plus Extensions (Price Effective May 15, 2004 thru March 31, 2005)	\$1,500
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, or 8.3 Single Use License for Windows, Core Plus Extensions (Price Effective October 1, 2004 thru March 31, 2005)	\$1,300
	Primary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Only (Price Effective October 1, 2004 thru March 31, 2005)	\$600



Section	Description	Price
	Secondary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Only (Price Effective October 1, 2004 thru March 31, 2005)	\$400
	Primary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Plus Extensions (Price Effective October 1, 2004 thru March 31, 2005)	\$1,500
	Secondary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Plus Extensions (Price Effective October 1, 2004 thru March 31, 2005)	\$1,300
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Only (Price Effective May 15, 2004 thru March 31, 2005)	\$600
	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Only (Price Effective October 1, 2004 thru March 31, 2005)	\$400
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Plus Extensions (Price Effective May 15, 2004 thru March 31, 2005)	\$1,500
	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Plus Extensions (Price Effective October 1, 2004 thru March 31, 2005)	\$1,300
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Core Only (Price Effective May 15, 2004 thru March 31, 2005)	\$1,050
	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Core Only (Price Effective May 15, 2004 thru March 31, 2005)	\$750
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Each Extension (Price Effective May 15, 2004 thru March 31, 2005)	\$750
	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Each Extension (Price Effective May 15, 2004 thru March 31, 2005)	\$300
	ArcInfo 7.x or 8.0.x Software—UNIX/Windows NT	
	ArcInfo 7.x or 8.0.x Floating License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000
	ArcInfo 7.x or 8.0.x Floating License Annual Maintenance (Secondary 2-10, 12-20...)	\$1,200
	ArcInfo 7.x or 8.0.x Node Locked 3-Pak License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$4,000
	ArcInfo 7.x or 8.0.x Node Locked 3-Pak License Annual Maintenance (Secondary 2-10, 12-20...)	\$1,600
	ArcInfo 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$500
	ArcInfo 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Secondary 2-10, 12-20...)	\$200
	ArcInfo 7.x or 8.0.x Extension Node Locked 3-Pak License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100
	ArcInfo 7.x or 8.0.x Extension Node Locked 3-Pak License Annual Maintenance (each) (Secondary 2-10, 12-20...)	\$440
	Other ArcInfo 7.x or 8.0.x Licenses—UNIX/Windows NT	
	ArcStorm First License (3 seats) Annual Maintenance	\$500
	ArcStorm Additional License (each additional seat) Annual Maintenance	\$100
	ArcPress for ArcInfo Floating Seat License Annual Maintenance	\$200
2	ArcView 3.x and Extensions	
	UNIX	
	ArcView 3.x for UNIX License Primary Maintenance	\$700
	ArcView 3.x for UNIX License Secondary Maintenance	\$500
	Transfer of ArcView 3.x for UNIX to ArcView 3.x for Windows/Windows NT	\$500
	ArcView Network Analyst Extension for UNIX License Primary Maintenance	\$500
	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	\$200
	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	\$500
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	\$200
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	\$500
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	\$200
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	\$500
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	\$200



Section	Description	Price
	Windows/Windows NT	
	Primary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$400
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$300
	Primary Maintenance for ArcView 3.3 Single Use License (Core Plus Extensions)	\$1,000
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Plus Extensions)	\$900
3	MapObjects	
	MapObjects--Windows Edition	
	Maintenance for MapObjects--Windows Edition Stand-Alone Developer's Kit	\$1,000
	Maintenance for MapObjects--Windows Edition Internet Developer Kit	\$2,400
	Maintenance for Additional MapObjects--Windows Edition Developer License	\$200
	Maintenance for MapObjects--Windows Limited Deployment Site License Kit	\$3,000
	MapObjects--Java Edition	
	Maintenance for MapObjects--Java Edition Stand-Alone Developer Kit	\$1,000
	Maintenance for MapObjects--Java Edition Internet Developer Kit	\$1,500
	Maintenance for Additional MapObjects--Java Edition Developer License	\$200
	Maintenance for Additional MapObjects-Java Edition Server Deployment License for One Server with up to Two CPU's	\$1,000
	Maintenance for Additional MapObjects-Java Edition CPU Deployment License	\$750
4	ArcGIS Engine	
	Primary Maintenance for ArcGIS Engine Developer Kit License	\$3,000
	Primary Maintenance for Additional ArcGIS Engine Developer Kit License	\$3,000
	Secondary Maintenance for Additional ArcGIS Engine Developer Kit License	\$1,500
	ArcGIS Engine Runtime	
	Maintenance for Standard ArcGIS Engine Runtime License Without Extensions	\$150
	Maintenance for Standard ArcGIS Engine Runtime License With Extensions	\$500
5	ArcGIS Server (Production Server)	
	Maintenance for ArcGIS Server License	\$7,500
	Maintenance for Additional CPU on a Licensed ArcGIS Server	\$3,750
	Primary Maintenance for Additional Single Use ArcGIS Server Developer License	\$750
	Secondary Maintenance for Additional Single Use ArcGIS Server Developer License	\$375
	Maintenance for ArcGIS Server License Spatial Extension	\$2,500
	Maintenance for Additional CPU on a Licensed ArcGIS Server Spatial Extension	\$1,250
	Maintenance for ArcGIS Server License 3D Extension	\$2,500
	Maintenance for Additional CPU on a Licensed ArcGIS Server 3D Extension	\$1,250
	Maintenance for ArcGIS Server License StreetMap Extension	\$1,250
	Maintenance for Additional CPU on a Licensed ArcGIS Server StreetMap Extension	\$625
	ArcGIS Server (Development and Testing)	
5	Maintenance for ArcGIS Server Development and Testing License	\$3,750
	Maintenance for Additional CPU on Licensed ArcGIS Server Development and Testing	\$1,875
	Maintenance for ArcGIS Server Development and Testing License Spatial Extension	\$1,250
	Maintenance for Additional CPU on Licensed ArcGIS Server Development and Testing Spatial Extension	\$625
	Maintenance for ArcGIS Server Development and Testing License 3D Extension	\$1,250
	Maintenance for Additional CPU on Licensed ArcGIS Server Development and Testing 3D Extension	\$625
	Maintenance for ArcGIS Server Development and Testing License StreetMap Extension	\$625
	Maintenance for Additional CPU on Licensed ArcGIS Server Development and Testing StreetMap Extension	\$312
6	ArcSDE	
	Maintenance for ArcSDE or SDE Server License with Two CPUs	\$3,000
	Maintenance for ArcSDE or SDE Additional Processor License	\$1,000
	Maintenance for ArcSDE/SDE Read and Write Server Connection License	\$150
	Maintenance for ArcSDE/SDE Read-Only Server Connection License	\$150
	Maintenance for ArcSDE Single Use License Per Notebook Computer	\$200



Section	Description	Price
7	ArcIMS	
	ArcIMS Server/CPU Annual Maintenance	\$2,000
	ArcIMS Additional CPU Annual Maintenance	\$1,000
	ArcIMS Single Use Development License Annual Maintenance Fee	\$200
	ArcIMS Route Server	
	Annual Maintenance for ArcIMS Route Server License for One Server and 2 CPU's	\$600
	Annual Maintenance for ArcIMS Route Server Additional CPU License	\$300
	ArcIMS Route Server Data Options	
	Annual Update Fee Data Pack--Tele Atlas MultiNet USA License for one Server and 2 CPU's	\$7,500
	Annual Update Fee--Data Pack--Tele Atlas MultiNet USA Additional CPU License	\$2,500
7	ArcIMS Data Delivery Extension	
	Annual Maintenance for ArcIMS Data Delivery Extension License for One Server and 2 CPU's	\$1,000
	Additional CPU License for ArcIMS Data Delivery Extension	\$2,500
	Annual Maintenance for Additional CPU License for ArcIMS Data Delivery Extension	\$600
8	Business Applications Software	
	ArcView Business Analyst	
	ArcView Business Analyst Software and Data License and One-Year Maintenance (per license) ESRI BIS	\$15,996
	ArcView Business Analyst Software and Data License and One-Year Maintenance (per license) AGS	\$15,996
	Annual Maintenance (per license) ArcView Business Analyst ESRI BIS	\$15,996
	Annual Maintenance (per license) ArcView Business Analyst AGS	\$15,996
	Annual Maintenance ArcView Business Analyst Extension (per license) ESRI BIS	\$14,796
	Annual Maintenance ArcView Business Analyst Extension (per license) AGS	\$14,796
	Annual Maintenance for Optional ESRI BIS Data Pack (per license)	\$2,500
	Annual Maintenance for Optional AGS Data Pack (per license)	\$2,500
	ArcGIS Business Analyst	
	ArcGIS Business Analyst--Professional Edition Software and Data License and One-Year Maintenance (per license) ESRI BIS	\$15,996
	ArcGIS Business Analyst--Professional Edition Software and Data License and One-Year Maintenance (per license) AGS	\$15,996
	Annual Maintenance for ArcGIS Business Analyst--Professional Edition (per license) ESRI BIS	\$15,996
	Annual Maintenance for ArcGIS Business Analyst--Professional Edition (per license) AGS	\$15,996
	ArcGIS Business Analyst Extension-Professional Edition Software and Data License and One-Year Maintenance (per license) ESRI BIS	\$14,796
	ArcGIS Business Analyst Extension-Professional Edition Software and Data License and One-Year Maintenance (per license) AGS	\$14,796
	Annual Maintenance for ArcGIS Business Analyst Extension-Professional Edition Software and Data License ESRI BIS	\$14,796
	Annual Maintenance for ArcGIS Business Analyst Extension-Professional Edition Software and Data License AGS	\$14,796
	ArcGIS Business Analyst Extension-Developer Edition (no data)	\$2,500
	Annual Maintenance (per license) for ArcGIS Business Analyst Extension-Developer Edition (no data)	\$2,500
	ArcGIS Business Analyst Optional AGS Data Pack (only for the ArcGIS Business Analyst customer that has already purchased ArcGIS Business Analyst with the ESRI BIS data set)	\$2,500
	Annual Maintenance for ArcGIS Business Analyst Optional AGS Data Pack	\$2,500
9	ArcLogistics Route	
	ArcLogistics Route Annual Maintenance (U.S. data)	\$2,000
	ArcLogistics Route Additional Service Area (U.S. data) Annual Maintenance	\$1,000
	ArcLogistics Route No Data License Annual Maintenance	\$1,000
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak Annual Maintenance	\$6,000
	ArcLogistics Route for Citrix License (U.S. data) 25-Pak Annual Maintenance	\$20,000
	ArcLogistics Route No Data License for Citrix 5-Pak Annual Maintenance	\$5,000
	ArcLogistics Route No Data License for Citrix 25-Pak Annual Maintenance	\$15,000



Section	Description	Price
	ArcLogistics Route Annual Maintenance (U.S. data) for Local Government	\$1,600
	ArcLogistics Route No Data License for Local Government Annual Maintenance	\$1,000
	ArcLogistics Route for Citrix License (U.S. data) 3-Pak for Local Government Annual Maintenance	\$3,600
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak for Local Government Maintenance	\$6,000
	ArcLogistics Route for Citrix Licenses (U.S. data) 25-Pak for Local Government Annual Maintenance	\$20,000
	ArcLogistics Route No Data License for Citrix 3-Pak for Local Government Annual Maintenance	\$3,000
	ArcLogistics Route No Data License for Citrix 5-Pak for Local Government Annual Maintenance	\$5,000
	ArcLogistics Route No Data License for Citrix 25-Pak for Local Government Annual Maintenance	\$15,000
	RouteMAP IMS	
	RouteMAP IMS Maintenance Server/CPU License	\$1,000
	RouteMAP IMS Maintenance for Additional CPU License	\$500
	RouteMAP IMS Data Pack USA Maintenance Server/CPU License	\$1,000
	RouteMAP IMS Data Pack USA Maintenance for Additional CPU License	\$500
9	RouteMAP IMS Data Pack North American Maintenance for Server/CPU License	\$3,000
	RouteMAP IMS Data Pack North American Maintenance for Additional CPU License	\$500
10	Other Software	
	NetEngine	
	Annual Maintenance for NetEngine Standard Developer Kit	\$2,000
	Annual Maintenance for NetEngine Internet Developer Kit	\$2,000
	Annual Maintenance for NetEngine Additional Server/CPU Deployment License	\$1,200
	Annual Maintenance for Additional NetEngine CPU Deployment License	\$1,000
	Annual Maintenance for Additional NetEngine Developer License (each)	\$500
	Maplex	
	Maplex Single Use License Annual Primary Maintenance	\$3,750
	Maplex Single Use License Annual Secondary Maintenance	\$1,500
	GIS Data ReViewer	
	Annual Maintenance for Production Line Tool Set Solution GIS Data ReViewer	\$625
	Annual Maintenance for Map Production System (MPS)	\$625
	Job Tracking Extension (JTX)	
	Primary Maintenance Job Tracking Extension (JTX) Concurrent Use License	\$500
	Secondary Maintenance Job Tracking Extension (JTX) Concurrent Use License	\$200
	ArcPad	
	ArcPad Application Builder Primary Maintenance	\$500
	ArcPad Application Builder Secondary Maintenance	\$300



**ADDENDUM G
ELGIBLE AGENCY AUTHORIZED INDIVIDUALS
FOR SOFTWARE REQUESTS**

(The following list of individuals have the budget authority of within their agency to make requests to Spokane County ISD-GIS for ESRI software covered by the ESRI ELA)

CITY OF SPOKANE

ESRI Customer#	Eligible Agency Name	Authorized Individual	Phone Number	Email Address
6742	CITY OF SPOKANE	CHRISSIE DEIBEL	(509) 625-6448	cdeibel@spokanecity.org

CITY OF SPOKANE VALLEY

ESRI Customer#	Eligible Agency Name	Authorized Individual	Phone Number	Email Address
	CITY OF SPOKANE VALLEY	MARINA SUKUP	(509) 688-0030	MSukup@spokanevalley.org

SPOKANE REGIONAL HEALTH DISTRICT

ESRI Customer#	Eligible Agency Name	Authorized Individual	Phone Number	Email Address
14423	SPOKANE REGIONAL HEALTH DISTRICT	MARK SPRINGER	(509) 324-1448	mspringer@spokanecounty.org

SPOKANE REGIONAL TRANSPORTATION COUNCIL

ESRI Customer#	Eligible Agency Name	Authorized Individual	Phone Number	Email Address
40540	SPOKANE REGIONAL TRANSPORTATION DISTRICT	GLEN MILES	(509) 343-6370	gmiles@srta.org