

Amendment No. 2 to Agreement No. 00309540.0

This Amendment No. 2 to Enterprise Agreement No. 00309540.0 (“**Amendment No. 2**”) is entered into by and between **Environmental Systems Research Institute, Inc. (“Esri”)** and the **County of Washoe (“County”** or “**Customer”**).

WHEREAS, Esri and County entered into Enterprise Agreement No. 00309540.0 with an effective date of August 1, 2022 (hereinafter the “**EA**”); and

WHEREAS, the parties desire to amend the EA to: **(i)** extend the EA term by three (3) years, with a new term beginning on August 1, 2025 and ending on July 31, 2028 (the “**Amendment No. 2 Renewal Term**”); **(ii)** add terms / modify terms of the EA and Master Agreement for Product and Services; **(iii)** update ‘Appendix A – Products and Deployment Schedule’ of the EA; **(iv)** update ‘Appendix B – EA Fee Schedule’ of the EA; and **(v)** update ‘Appendix C – EA Points of Contact’ of the EA.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. Section 7.1 – Term of the EA is hereby modified to read as follows:

7.1 Term. The initial term of the EA will commence on the Effective Date (August 1, 2022) and be for the period listed in Appendix B unless this EA is terminated earlier as provided herein or a renewal term commences. The parties agree to extend the term of this EA by entering into a renewal term (the “Amendment No. 2 Renewal Term”), which shall be for three (3) years, beginning on August 1, 2025, and ending on July 31, 2028, unless this EA is terminated earlier as provided herein or a subsequent renewal term commences.

2. Section 3.1 – Additional Permitted Uses of the EA is hereby modified to read as follows:

Section 3.1 – Additional Permitted Uses. For the term of the EA, County may copy and Deploy the EA Products to Customer’s organization up to the quantities of licenses identified in Appendix A. No other entity has a right to copy (except as permitted in the Master Agreement) or Deploy the EA Products. County may only transfer, redistribute, or Deploy the EA Products within the continental United States; Hawaii; Alaska; and US territories, excluding Puerto Rico and the US Virgin Islands.

3. Section 3-3 – Consultant Access of the EA is hereby modified to read as follows:

Section 3.3 - Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use EA Products exclusively for Customer’s benefit in accordance with the Master Agreement. Customer will be solely responsible for compliance by consultants and contractors with this EA and will ensure that the consultant or contractor discontinues use of EA Products upon completion of work for Customer. Access to or use of EA Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations except for the purposes of hosting the EA Products on contractor servers for the benefit of Customer.

4. Subpart (7) is hereby added to Section 4.1.b. – Tier 2 Support Provided by Esri of the EA and shall read as follows:

(7) For Tier 2 Support, contact Esri through My Esri at <https://my.esri.com>, via the web at <https://support.esri.com>, or by phone at 909-793-3774 (within the United States only).

5. Subpart 'h' is hereby added to Section 5.1 - Purchase Orders, Invoicing, Delivery, and Deployment of the EA and shall read as follows:

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

6. Section 5.3 – Esri User Conference Registration of the EA is hereby modified to read as follows:

Section 5.3 – Esri User Conference Registration. Esri shall provide Esri User Conference registrations to County annually during the term of this EA in the quantities set forth in Appendix B. County is responsible for distributing the registrations internally. Third parties may not represent or attend on behalf of Customer at any Esri User Conference.

7. Section 6.2 – Legal Notices of the EA is hereby modified to read as follows:

Section 6.2 – Legal Notices. Except as otherwise set forth in this EA, any notice, report, demand, or other communication will be made in writing in English; sent by courier, registered or certified airmail, or facsimile or other electronic transmission; and confirmed when sent by courier or by registered or certified airmail, properly addressed to the appropriate party at the address set forth below, until changed by notice in writing by either party hereto. If sent by courier or airmail, notice will be effective upon the earlier of confirmed receipt or seven (7) days from the date of deposit with the courier service or post office. If sent by electronic transmission, notice will be effective one (1) business day from the date of transmission, provided confirmation of receipt is made. Notices will be given at the following addresses:

To: Esri
380 New York Street
Redlands, CA 92373-8100
Attn.: Director of Contracts and Legal
Fax: 909-307-3020
Email: legalnotices@esri.com

To: County
as listed in Appendix C

8. Section 7.2 – Termination for a Material Breach; Convenience of the EA is hereby modified to read as follows:

Section 7.2 – Termination for a Material Breach; Convenience. Either party may terminate this EA for a material breach by the other. The breaching party will be given a period of thirty (30) days from date of written notice to cure any material breach. Upon termination of this EA by Esri for a material breach by Customer, all licenses Deployed will also terminate, and the full amount of unpaid EA Fees will be due and payable by County within thirty (30) days from the date of termination. For termination under Sections 7.2 and 7.5, Customers shall uninstall, remove, and destroy all EA Products; training materials; and any whole or partial copies, modifications, or merged portions in any form. County shall deliver evidence of such destruction to Esri (e.g., certification letter). Except in the event that the Master Agreement has been terminated for Customer's uncured material breach, Customer may continue to use Rolled-In Software, provided Customer complies with the terms and conditions of the Master Agreement. Further, Esri agrees that Customer is not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Customer orders maintenance at time of EA termination. Other items that may be included in this EA—such as Advantage Program, Training Pass, access codes, and Esri User Conference registrations—will also terminate if this EA is terminated. This EA may not be terminated for convenience.

9. Section 7.4 - License Term and Use upon Expiration of EA Term of the EA is hereby modified to read as follows:

Section 7.4 - License Term and Use upon Expiration of EA Term. Upon full payment of EA Fee and expiration of this EA, the Master Agreement will survive, and Customer may continue to use the perpetual licenses of Deployed EA Products included in the final Deployment Report and Rolled-In Software in

accordance with the terms and conditions set forth in the Master Agreement. Customer shall notify Esri of the quantity and type of licenses for which Customer elects to purchase standard maintenance. If maintenance is not ordered for Rolled-In Software or EA Products upon expiration of the EA, it lapses. If, at a later date, Customer decides to reinstate maintenance, Customer must pay maintenance reinstatement fees from the date of EA expiration (i.e., back maintenance fees). Customer may only purchase standard maintenance or reinstate maintenance on licenses that were included in the final Deployment Report. County shall not Deploy additional copies of the EA Products beyond the quantities in use upon termination or as of the date of expiration. All term licenses and subscription licenses of Deployed EA Products terminate upon expiration of the EA. Esri User Conference registrations, Advantage Program Learning and Services credits, and Training Pass days terminate upon expiration.

10. Section 8.1- Esri Confidential Information of the EA is hereby deleted in its entirety, and shall be replaced with the following:

Section 8.1 - Pursuant to Washoe County Code of Ordinances, Chapter 15, Section 15.490.4(a): The purchasing and contracts manager shall, subject to the provisions of Washoe County Code and applicable provisions of state law, purchase all supplies, materials, equipment and contractual services required by the agencies in annual amounts or estimated annual amounts up to \$300,000.00 per vendor contract or up to \$300,000.00 in the aggregate spend or encumbered per vendor, and submit to the board of county commissioners for award all purchases of supplies, materials, equipment and contractual services in annual amounts or estimated annual amounts in excess of \$300,000.00 per vendor contract or in excess of \$300,000.00 in the aggregate spend or encumbered per vendor in accordance with the provisions of the Local Government Purchasing Act. In the absence of the purchasing and contracts manager, the comptroller shall assume these duties.

11. Section B.3.3. – General Disclaimer of the Master Agreement Product and Services attached to the EA is hereby modified to read as follows:

Section B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected, or will result in Customer's compliance with any applicable law. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

12. Subpart 'c.' is hereby added to Section B.3.4 – Disclaimers of the Master Agreement Product and Services attached to the EA and shall read as follows:

c. Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer. As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities at its option and such AI/ML capabilities are delivered "as is" and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom AI/ML models to meet Customer's unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer's own risk.

13. Section B.4.1 – Disclaimer of Liability of the Master Agreement Product and Services attached to the EA is hereby modified to read as follows:

Section B.4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri authorized distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; or costs of procurement of substitute goods or services; or direct damages, including damages resulting from a breach of the Data Privacy Addendum, exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri during the twelve (12) month period prior to the date upon which the related claim arose.

14. Section B.5.4 – Conditions for Indemnification of the Master Agreement Product and Services attached to the EA is hereby modified to read as follows:

Section B.5.4 - Conditions for Indemnification. As conditions for indemnification, Indemnatee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

15. Section B.9.11 – US Government Customer of the Master Agreement Product and Services attached to the EA is hereby modified to read as follows:

Section B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected. ArcGIS Online has been granted FedRAMP Moderate authorization.

16. Replace the 'Appendix A – Products and Deployment Schedule' of the EA with the 'Appendix A – Products and Deployment Schedule' attached to this Amendment No. 2.
17. Replace the 'Appendix B – EA Fee Schedule' with the 'Appendix B – EA Fee Schedule' attached to this Amendment No. 2.
18. Replace 'Appendix C – EA Points of Contact' of the EA with 'Appendix C – EA Points of Contact' attached to this Amendment No. 2.

[Signatures appear on the next page]

Except as may be specifically modified by this Amendment No. 2, all other terms and conditions of the EA and any Amendment(s) or Addendum(s) remain in full force and effect, constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements or representations, written or oral, concerning the subject matter of the EA.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the date of the last party to sign below.

ACCEPTED AND AGREED:

COUNTY OF WASHOE
(County or Customer)


Signature: _____

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.
(Esri)

Signature:  _____
Annette Kazandjian (Jul 22, 2025 20:30:50 PDT)

Printed Name: Annette Kazandjian

Title: Managing Business Attorney

Date: Jul 22, 2025

APPENDIX A PRODUCTS AND DEPLOYMENT SCHEDULE

EA Products— Esri Flex (formerly Uncapped) *

Product - Perpetual	Total
ArcGIS Enterprise: ArcGIS Enterprise (Advanced and Standard)	Esri Flex
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst	Esri Flex
ArcGIS GIS Server: Advanced, Standard, Basic	Esri Flex
ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server	Esri Flex
ArcGIS Monitor	Esri Flex
ArcGIS Runtime Advanced	Esri Flex
ArcGIS Runtime Analysis Extension	Esri Flex

Product - Subscription	Total
ArcGIS Enterprise Contributor (formerly Editor) User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Mobile Worker User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Creator User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Professional User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Professional Plus User Type Annual Subscription	Esri Flex
ArcGIS 3D Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	Esri Flex
ArcGIS Data Reviewer for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	Esri Flex
ArcGIS Geostatistical Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	Esri Flex
ArcGIS Network Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	Esri Flex
ArcGIS Publisher for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	Esri Flex
ArcGIS Spatial Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	Esri Flex
ArcGIS Workflow Manager for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	Esri Flex
ArcGIS Online Viewer User Type Annual Subscription	Esri Flex
ArcGIS Online Mobile Worker User Type Annual Subscription	Esri Flex
ArcGIS Online Creator User Type Annual Subscription	Esri Flex

*Esri Flex (formerly Uncapped) provides the right to Deploy quantities as needed throughout the term of the Agreement.

EA Products—Capped Quantities

ArcGIS Desktop Perpetual Products	SU/CU	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
ArcGIS Desktop: Advanced	CU	10	0	10
ArcGIS Desktop: Basic	CU	20	0	20
ArcGIS Desktop Extensions: ArcGIS 3D Analyst	CU	1	0	1
ArcGIS Desktop Extensions: ArcGIS Network Analyst	CU	1	0	1
ArcGIS Desktop Extensions: ArcGIS Spatial Analyst	CU	1	0	1

Annual Subscription Products	Year 1 August 1, 2025 - July 31, 2026	Year 2 August 1, 2026 – July 31, 2027	Year 3 August 1, 2027 – July 31, 2028
ArcGIS Developer Bundle Annual Subscription	2	2	2
ArcGIS Hub Premium ArcGIS Online Community Annual Subscription	1	1	1
ArcGIS Hub Premium Additional 1,000 ArcGIS Online Community Creator Annual Subscription	1	1	1
ArcGIS Business Analyst Web App Standard Online Annual Subscription	2	2	2
ArcGIS StreetMap Premium Enterprise USA State Up to Four Cores Annual Subscription	3	3	3

User Type Products	Year 1 August 1, 2025 - July 31, 2026	Year 2 August 1, 2026 – July 31, 2027	Year 3 August 1, 2027 – July 31, 2028
ArcGIS Enterprise	<i>(Number of Users per Term)</i>		
ArcGIS Data Interoperability for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	1	1	1
ArcGIS Image Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	1	1	1
ArcGIS Online (1 Organizational Subscription)	<i>(Quantity per Term)</i>		
Additional Service Credits – Block of 1,000	13	13	13
ArcGIS Online Service Credits (based on user types listed under Esri Flex)	30,250	33,750	37,500

APPENDIX B EA FEE SCHEDULE

The Total EA Fee is \$1,192,600. The EA Fee is in consideration of the EA Products, EA Maintenance, Esri User International Conference Registrations and Authorized Tier-Two Standard Support Callers.

	Year 1 August 1, 2025 – July 31, 2026	Year 2 August 1, 2026 – July 31, 2027	Year 3 August 1, 2027 – July 31, 2028	Total
Annual EA Fee	\$296,900	\$319,650	\$343,550	\$960,100
StreetMap Premium Products	\$75,000	\$78,750	\$78,750	\$232,500
Total Annual EA Fee	\$371,900	\$398,400	\$422,300	\$1,192,600

The EA also includes the following additional components:

Additional Benefits	Quantity
Esri International User Conference Registrations	12
Authorized Tier-Two Standard Support Callers	8

APPENDIX C EA POINTS OF CONTACT

Either party may change its point of contact by written notice to the other party.

1. Esri point of contact for order processing issues:

Name: Customer Service
Esri
380 New York
Street Redlands,
CA 92373-8100
Email: service@esri.com
Phone: 888-377-4575
Fax: 909-307-3083

2. Esri contact for Tier 2 Support issues: MyEsri:

<https://my.esri.com>
Phone: 909-793-3774 (within the United States only)
Fax: 909-792-0960
Web: <https://support.esri.com>

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

Name: Technology Contracts and Accounts
Email: Ts-AccountsPayable@washoecounty.gov
Phone: 775-328-2349
Fax: n/a

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

County Office: Comptroller's Office - Accounts Payable
Email: APTTeam@washoecounty.gov (prefer emailed
invoices) Name: Taylar Aumann
Address: 1001 E. Ninth Street
Reno, NV, 89512

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

County Office: Technology Contracts and Accounts
Email: Ts-AccountsPayable@washoecounty.gov
Address: 1001 E. Ninth Street
Reno, NV, 89512

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

County Office: Technology Contracts and Accounts
Name: Ts-AccountsPayable@washoecounty.gov
Address: 1001 E. Ninth Street
Reno, NV, 89512

A - 2 - Enterprise Agreement

Final Audit Report

2025-07-23

Created:	2025-07-22
By:	Martino Lazzaroni (mlazzaroni@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC0Alv7guUYuCbyalY_mzUI9N7gPeEI-j

"A - 2 - Enterprise Agreement" History



Document created by Martino Lazzaroni (mlazzaroni@esri.com)

2025-07-22 - 10:57:12 PM GMT- IP address: 155.226.129.247



Document emailed to Annette Kazandjian (akazandjian@esri.com) for signature

2025-07-22 - 10:58:12 PM GMT



Email viewed by Annette Kazandjian (akazandjian@esri.com)

2025-07-23 - 0:37:46 AM GMT- IP address: 104.47.56.126



Document e-signed by Annette Kazandjian (akazandjian@esri.com)

Signature Date: 2025-07-23 - 3:30:50 AM GMT - Time Source: server- IP address: 98.37.165.30



Agreement completed.

2025-07-23 - 3:30:50 AM GMT



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