

Amendment No. 3 Agreement No. 237363 (fka 2012ELA5783)



This Amendment No. 3 ("**Amendment No. 3**" or the "**Amendment**") is entered into by and between City of New Orleans, LA, represented by LaToya Cantrell, Mayor (the "**City**") and Environmental Systems Research Institute, Inc., represented by Tamisa Greening, Managing Attorney, Contracts and Legal ("**Esri**" or the "**Contractor**"). The City and the Esri are sometimes collectively referred to as the "**Parties**." Amendment No. 3 is effective as of March 1, 2022 (the "**Effective Date**").

WHEREAS, Esri and the City entered into a new sole source Enterprise License Agreement, effective as of January 1, 2016 (the "**Agreement**"); the previous agreement between the Parties, which was made effective as of November 1, 2012, as Exhibit A (the exhibit was mistakenly styled "Amendment No. 1");

WHEREAS, on and effective November 1, 2017, the Parties entered into the first amendment (mistakenly styled "Amendment No. 2" due to the aforementioned exhibit) to modify the terms and conditions of the Agreement by adding additional licenses, all other terms and conditions remaining in effect ("**Amendment No. 1**");

WHEREAS, on June 21, 2019, and effective March 1, 2019, the Parties entered into the second amendment to extend the term for an additional three (3) years from March 1, 2019, through February 28, 2022, and to increase the maximum aggregate compensation by Seven Hundred Twenty Thousand dollars (\$720,000) to an amount not to exceed One Million Three Hundred Thirty-Five Thousand dollars (\$1,335,000) ("**Amendment No. 2**"); and

WHEREAS, the Parties each having the authority to do so, desire to amend the Agreement to extend the term for an additional three (3) years from March 1, 2022 through February 28, 2025 and to increase the maximum aggregate compensation by Eight Hundred Forty Thousand dollars (\$840,000) to an amount not to exceed Two Million One Hundred Seventy Five Thousand dollars (\$2,175,000).

NOW THEREFORE, for good and valuable consideration, the Parties agree to amend the Agreement, as follows:

1. Section V. Duration and Termination – In accordance with Article V Section A of the Agreement, the term is extended for an additional three (3) years from March 1, 2022, through February 28, 2025.
2. Exhibit A Article 1 - Definitions.
 - a. Delete and replace the "License Agreement" definition with the following:

"Master Agreement" means Master Agreement Product and Services, Agreement No. 00304391.0. All references of "License Agreement" shall now mean "Master Agreement."
 - b. Add the following to beginning of the definition "Enterprise License Software":

"or "ELA Products".
3. Delete and replace License Agreement 2012MLA5783 with the attached Master Agreement Product and Services, Agreement No. 00304391.0.
4. Exhibit A Article 5 – Purchase Orders, Invoicing, Delivery, and Deployment. Insert the following after the last sentence of section 5.1(a):

"Esri must submit invoices annually (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal (<https://nola.gov/purchasing/brass/> [nola.gov]), for ELA Products provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices. At a minimum, each invoice must include the following information:

1. Name of Contractor;
2. Date of Invoice;

3. Invoice Number;
 4. Contract or Purchase Order Number issued by the City (*i.e.*, K# - K22-168);
 5. Name of the City Department to be invoiced;
 6. Description of the services completed and the individuals who performed the services or description of the materials and supplies delivered; and
 7. An authorized signature under penalty of perjury attesting to the validity and accuracy of the invoice"
5. Appendix A of Exhibit A – Software and Deployment Schedule, is deleted in its entirety and replaced with the attached Appendix A – Products and Deployment Schedule, which shall supersede and apply from March 1, 2022, through February 28, 2025.
 6. Appendix B of Exhibit A – Amendment No.2 Fee Schedule, is deleted in its entirety and replaced with the attached Appendix B – Amendment No.3 Fee Schedule, which shall supersede and apply from March 1, 2022 through February 28, 2025. The Compensation is increased by Eight Hundred Forty Thousand dollars (\$840,000). Unless amended and agreed to by both Parties, the maximum amount of compensation per year shall not exceed \$280,000, as follows:

Year	Maximum Amount Not to Exceed
March 1, 2022 – February 28, 2023	\$280,000
March 1, 2023 – February 29, 2024	\$280,000
March 1, 2024 – February 28, 2025	\$280,000

7. Appendix D of Exhibit A – ELA Points of Contact, is deleted in its entirety and replaced with the attached Appendix D – ELA Points of Contact, which shall supersede and apply from March 1, 2022 through February 28, 2025.
8. Appendix F of Exhibit A – Eligible Agencies, is deleted in its entirety and replaced with the attached Appendix F – Eligible Agencies, which shall supersede and apply from March 1, 2022 through February 28, 2025.
9. **Additional Miscellaneous Provisions.** The following terms and conditions are added to the Agreement:

LIVING WAGES

A. Definitions. Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. Compliance. To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. Living Wage. In accordance with the Living Wage Ordinance, Living Wage shall be as follows:

1. \$11.19 per hour for any work performed on or before December 31, 2021;
2. \$13.25 per hour for any work performed on or before December 31, 2022;
3. \$15.00 per hour for any work performed on or before December 31, 2023; and
4. \$15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.

D. **Adjusted Living Wage.** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

E. **Subcontract Requirements.** As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. **Reporting.** On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement. The Contractor will not provide any personally identifiable information under this reporting requirement and shall provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. **Compliance Monitoring.** Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the "**OWD**") and/or the Chief Administrative Office ("**CAO**"). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. **Remedies.** If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

10. **Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations."

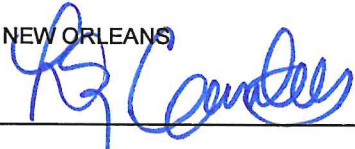
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[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, execute this Amendment.

ACCEPTED AND AGREED:

CITY OF NEW ORLEANS

By: 

Printed Name: LATOYA CANTRELL

Title: MAYOR

Date: 6/17/22

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.

(Esri)

By: Tamisa Greening

Printed Name: Tamisa Greening

Title: Managing Attorney, Contracts & Legal

Date: Jun 3, 2022

Tax ID: _____

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Taylor

**APPENDIX A
PRODUCTS AND DEPLOYMENT SCHEDULE**

The City may Deploy the ELA Products up to the total quantity of licenses indicated below to Licensees during the term of this Amendment No. 3.

**Table A-1
ELA Products—Uncapped Quantities**

Item	Total Qty. to Be Deployed
ArcGIS Desktop: ArcGIS Desktop Advanced, Standard, and Basic (Single and Concurrent Use)	Uncapped
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager (Single and Concurrent Use)	Uncapped
ArcGIS Enterprise: ArcGIS Enterprise and Workgroup (Advanced and Standard)	Uncapped
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	Uncapped
ArcGIS GIS Server: Advanced, Standard, Basic	Uncapped
ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server	Uncapped
Mapping and Charting Solutions: Esri Production Mapping for Desktop	Uncapped
ArcGIS Monitor	Uncapped
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Geodatabase Updated, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst (single and concurrent use)	Uncapped
ArcGIS Runtime Advanced	Uncapped
ArcGIS Runtime Analyst Extension	Uncapped

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

Item	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
Image Analyst for use with ArcGIS Pro (Concurrent Use License)	-	2	2
ArcGIS Data Interoperability for Desktop Extension (Concurrent Use)	1	0	1
ArcGIS Notebook Advanced Server	-	2	2
ArcGIS Image User Type for ArcGIS Online (Term License)	-	3	3
Business Analyst Web App Standard for ArcGIS Online	-	5	5
Community Analyst Web App for ArcGIS Online	-	20	20
ArcGIS Insights for ArcGIS Online (Term License)	-	5	5
GeoPlanner for Use with ArcGIS Online	-	2	2

ArcGIS Navigator for ArcGIS Online	-	100	100
ArcGIS Tracker for ArcGIS Online	-	100	100
ArcGIS Urban Suite	-	5	5
Drone2Map for use with ArcGIS Online	-	1	1
ArcGIS Parcel Fabric User Type Extension for ArcGIS Enterprise (Term License)	-	5	5
ArcGIS Utility Network User Type Extension for ArcGIS Enterprise (Term License)	-	2	2
ArcGIS Workflow Manager User Type Extension for ArcGIS Enterprise (Term License)	-	5	5
ArcGIS Trace Network User Type Extension for ArcGIS Enterprise (Term License)	-	5	5
ArcGIS Insights for ArcGIS Enterprise	-	5	5
ArcGIS Navigator for ArcGIS Enterprise	-	25	25
ArcGIS Tracker for ArcGIS Enterprise	-	100	100
ArcGIS Drone2Map for ArcGIS Enterprise	-	1	1
ArcGIS Developer Professional Level Subscription	-	3	3
ArcGIS Hub Premium Term License (ArcGIS Online Community Account – includes 100 Creator User Types and 10,000 Annual Service Credits)	-	1	1
ArcGIS Hub Premium Additional Community Identities	-	5,000	5,000

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
*ArcGIS Online Subscription User Types	1	250 Viewers 50 Editors 150 Field Worker 350 Creator 10 Viewers Surge Public Safety Users 10 Field Workers Surge Public Safety Users 5 Creators Surge Public Safety Users	138,750 Field Workers Surge Public Safety Users: 1,250 Creators Surge Public Safety Users: 2,500
*ArcGIS Enterprise User Type Term Licenses	-	50 Editors 200 Field Workers 300 Creators 5 Creators Surge Public Safety Users 5 Field Workers Surge Public Safety Users	-

*The value of this Agreement is based on an estimated maximum use of 200 Viewer, 120 Field Worker, 35 Editor and 200 Creator User Types in ArcGIS Online and 40 Editor, 100 Field Worker 135 Creator User Types in ArcGIS Enterprise. The City of New Orleans may deploy additional User Types up to the quantities provided above with any amount over the estimated maximum use to be considered at renewal.

**APPENDIX B
AMENDMENT NO. 3 FEE SCHEDULE**

The Maximum Enterprise License Fee (the "Fee") is \$840,000 for the term of this Amendment No. 3. The Fee is in consideration of the Products, Product Maintenance, Esri User Conference Registrations, Platform Engineer Services Package, and Esri Training Program.

	Year 1 March 1, 2022 – February 28, 2023	Year 2 March 1, 2023 – February 28, 2024	Year 3 March 1, 2024 – February 28, 2025	Fee
Payments	\$280,000	\$280,000	\$280,000	\$840,000

Number of Esri International User Conference Registrations per Year	10
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	8
Number of Sets of Backup Media, if Requested	2
Platform Engineer Services Package	2 Platform Engineer Services Packages Per Year 20 Hours Remote or 1 Day Onsite
Term of Amendment No. 3 (the "Term")	Three (3) years from March 1, 2022 – February 28, 2025
Esri Training Pass	Year 1: 18 Days Year 2: 18 Days Year 3: 18 Days

**APPENDIX D
ELA POINTS OF CONTACT**

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

1. Esri point of contact for order processing issues:

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

2. Esri contact for Tier 2 Support issues:

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

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

Name: Kimberly LaGrue
Email: kwlagrue@nola.gov
Phone: 504.658.7636 (o) 504.377.2374 (m)

4. All invoices to City will be submitted to the City's Supplier Portal listed below (unless otherwise stated on the purchase order):

City Supplier Portal: <https://nola.gov/purchasing/brass/> [nola.gov]

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

1300 Perdido St., Suite 3E05 | New Orleans, LA 70112

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

Chief Information Officer
City of New Orleans
1300 Perdido Street, Suite 3E05
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

**APPENDIX F
ELIGIBLE AGENCIES**

1. Eligible Agency Name: New Orleans Redevelopment Authority
Contact Name: Brenda Breaux
Address: Attn. Brenda Breaux, Executive Director
1409 Oretha Castle Haley Blvd.
New Orleans, LA 70113
Phone: 504-658-4400
Fax: 504-658-4551
Email: bbreaux@nola.gov

2. Eligible Agency Name: New Orleans Assessor's Office
Contact Name: _____
Address: 1300 Perdido Street Ste 4E01
New Orleans, LA 70112
Phone: (504)-658-1360
Fax: (504)-658-1353
Email: _____

3. Eligible Agency Name: Orleans Parish Communications District
Contact Name: _____
Address: 118 City Park Avenue
New Orleans, LA 70119
Phone: (504)671-3911
Fax: _____
Email: _____
Website: <http://www.911nola.org>