

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1 FIRST AMENDMENT TO SERVICE AGREEMENT NO. 29043

2 **29043**

3 THIS FIRST AMENDMENT TO SERVICE AGREEMENT NO. 29043 is  
4 made and entered, in duplicate, as of May 10, 2006 for reference purposes only,  
5 pursuant to a minute order adopted by the City Council of the City of Long Beach at its  
6 meeting on November 16, 2004, by and between ENVIRONMENTAL SYSTEMS  
7 RESEARCH INSTITUTE, INC. ("ESRI") and the CITY OF LONG BEACH ("Licensee").

8 WHEREAS, the parties entered Service Agreement No. 29043 (the  
9 "Agreement") whereby ESRI agreed to provide software, related services, and  
10 accompanying software licenses to the Licensee; and

11 WHEREAS, the parties desire to amend the Agreement to include  
12 additional software, services and licenses;

13 NOW, THEREFORE, in consideration of the mutual terms and conditions  
14 in the Agreement and this First Amendment, the parties agree as follows:

15 1. Any capitalized term used in this First Amendment and not otherwise  
16 defined in this First Amendment or in an Exhibit to this First Amendment shall have the  
17 meaning given to it in the Agreement, any Addendum to it and any Exhibit to it.

18 2. ESRI shall provide to Licensee the Deliverables identified in Exhibit A,  
19 attached to this First Amendment and incorporated by reference. In connection with  
20 those Deliverables and subject to the terms and conditions in the Agreement and  
21 Exhibit A, ESRI hereby grants to Licensee a nonexclusive, worldwide license in the  
22 Deliverables to use, modify and reproduce the Deliverables in connection with  
23 Licensee's authorized use of Software on the terms and conditions stated in Exhibit B,  
24 attached to this First Amendment and incorporated by reference.

25 4. ESRI shall provide to Licensee the services identified in Exhibit C and  
26 Exhibit D, both of which are attached to this First Amendment and incorporated by  
27 reference.

28 5. Notwithstanding anything to the contrary in the Agreement, Licensee


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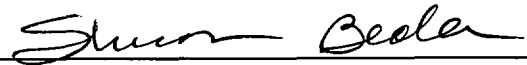
1 shall pay to ESRI the amounts identified in Exhibits A, C and D, for a total not to exceed  
2 ~~\$81,983~~ <sup>\$75,735</sup> plus tax (if any), and plus a five percent (5%) contingency for additional  
3 services, if necessary. AD  
non

4 6. Except as expressly amended in this First Amendment, all terms and  
5 conditions in the Agreement are ratified and confirmed.

6 IN WITNESS WHEREOF, the parties have executed this document with  
7 all formalities required by law as of the date first stated above.

8 ENVIRONMENTAL SYSTEMS RESEARCH  
9 INSTITUTE, INC.

10 By   
11 LAURA DANGERMON'  
Type or Print Name Vice President

12 Officer's Title \_\_\_\_\_  
13 By   
14 Sheron Bealer  
Type or Print Name Director, Contracts and Legal Services

15 Officer's Title \_\_\_\_\_

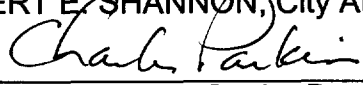
16 "ESRI"

17 CITY OF LONG BEACH

18 By   
19 Marcia Rivera  
City Manager

20 "Licensee"

21  
22 This First Amendment to Service Agreement No. 29043 is approved as to  
23 form on 5-25, 2006.

24 ROBERT E. SHANNON, City Attorney  
25 By   
26 Charles Parkin  
Senior Deputy

# EXHIBIT "A"



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.  
 ESRI, Inc.  
 380 New York Street  
 Redlands, CA 92373-8100  
 Phone: 909-793-2853  
 Fax: 909-307-3025

To expedite your order, please attach a copy of this quotation to your purchase order.  
 Quote is valid from: 03/30/2006 To: 06/29/2006

**Quotation # 20210715**

Date: March 30, 2006

Customer # 6362 Contract #

CITY OF LONG BEACH  
 TECHNOLOGY SERVICE  
 333 W OCEAN BLVD  
 LONG BEACH, CA 90802

ATTENTION: Tina Dickinson  
 PHONE: 562-570-6382  
 FAX: 562-570-5270

\* % Approximate Discount Percentage

Material	Qty	Description	List Price	%	Disc Price	Total
86609	15	ArcView Concurrent Use Upgrade from ArcView Windows Single Use	2,000.00		2,000.00	30,000.00
86609	5	ArcView Concurrent Use Upgrade from ArcView Windows Single Use	2,000.00	100.0 %	0.00	0.00
86442	1	ArcSDE Oracle One Server Two CPUs and Five Read and Write Connections	10,000.00		10,000.00	10,000.00
97774	2	ArcSDE Oracle One Additional CPU License	5,000.00		5,000.00	10,000.00
97533	1	ArcIMS Windows One Server Two CPUs License	10,000.00		10,000.00	10,000.00
90321	1	ArcGIS Publisher Concurrent Use License	2,500.00		2,500.00	2,500.00
100048	1	ArcIMS 9.1 Installation Package	0.00		0.00	0.00

Item Total: 62,500.00

Subtotal: 62,500.00

Estimated Shipping & Handling (Surface Delivery): 34.56

Contract Pricing Adjust: 0.00

Total (excludes applicable sales tax): \$62,534.56

tax 5,159.10  
 \$ 67,693.66

Quoted By: Michelle DeBoves, (909) 793-2853 x2679  
 Email: mdeboves@esri.com

Account Manager: Rod Peel  
 Email: rpeel@esri.com

Acceptance of this quotation is limited to the ESRI License Agreement and the Quotation Terms and Conditions  
 This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

If sending remittance, please address to: ESRI, File No. 54630, Los Angeles, Ca 90074-4630

## EXHIBIT "B"



GENERAL LICENSE TERMS AND CONDITIONS  
(E200 3/05)

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

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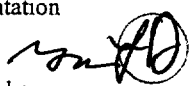
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*expert fees, and court costs (collectively in this Article, "claim")*

**ARTICLE 9—INFRINGEMENT INDEMNITY**

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*damage, cause of action, proceeding, claim, demand*

*AD*  
*rgn*

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*rgn*  
*the date of this first Amendment*

*AD*

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*AD*  
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*[Handwritten signature]*

*already part of main Service Agre.*



**EXHIBIT 1  
SCOPE OF USE  
(E300 9/05B)**

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

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

**Desktop Software**

- ArcGIS Desktop
  - ArcReader (1 and 18)
  - ArcView (1, 2, 6, and 14)
  - ArcEditor (1, 2, 6, and 14)
  - ArcInfo (2, 6, and 14)
  - ArcInfo Workstation Extensions (2 and 6)
  - ArcGIS Desktop Extensions (1, 2, and 6)
- Production Line Tool Set for ArcGIS (PLTS); GIS Data ReViewer; Job Tracking for ArcGIS (1 and 2)
- ArcView GIS 3.x
  - ArcView and Extensions (1)
- ArcPad (1, 9, and 10)
- ArcPad StreetMap (1, 9, and 19)
- ArcLogistics Route (1 and 8)
- BusinessMAP (1)
- Maplex (1)
- MOLE (1)
- ArcExplorer (1 and 18)
- Data Sets (1)

**Server Software**

- ArcGIS Server
  - ArcGIS Server Base License (3, 5, 7, and 22)
  - Extensions (3, 6, 7, and 22)
- ArcSDE
  - ArcSDE Application and Connection Server (3, 5, 7, 17, and 22)
  - ArcSDE for Coverages (3, 5, 7, 17, and 22)
  - ArcSDE Client Access (2, 17, and 22)
  - ArcSDE CAD Client (2, 17, and 22)
- ArcIMS
  - ArcIMS and Extensions (3, 5, 6, 7, 12, and 22)
  - ArcIMS ArcMap Server (3, 5, 7, 12, and 22)
  - RouteMap IMS (3, 5, 7, 12, and 22)

- Tracking Server (7 and 22)
- ESRI Image Server
  - ESRI Image Server Base License (3, 5, 7, and 22)
  - Extensions (3, 6, 7, and 22)

**Developer Software**

- ArcGIS Schematics SDK (1, 4, 12, and 15)
- ArcGIS Engine
  - ArcGIS Engine Developer Kit (1, 12, and 21)
  - ArcGIS Engine Runtime (1, 12, and 21)
  - Extensions (1, 6, 12, and 21)
- MOLE SDK (1, 4, and 12)
- ArcPad Application Builder (1)
- MapObjects—Windows Edition (1, 4, 11, 12, and 15)
- MapObjects—Java Edition (1, 3, 4, 5, 7, 12, 15, 16, and 22)
- MapObjects LT (1, 4, 11, and 12)
- NetEngine (1, 5, and 12)
- NetEngine Internet (3, 5, and 13)
- Geocoding Development Kit (1)

**ESRI Software, Data, and Documentation**

- ArcGIS Business Analyst (1, 2, and 20)
- ArcView Business Analyst (1 and 20)
- Demographic Data (1 and 20)
  - CommunityInfo
  - Retail Marketplace
  - Consumer Expenditure
- Community Tapestry Data (1 and 20)
- Third Party Data (1 and 20)
- Community Coder (1 and 20)
- Sourcebook America (included with ArcReader) (1, 18, and 20)
- Portfolio
  - Allocate (1 and 20)
  - Solocast (1 and 20)

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22. Server Software may be used in logical, virtual, and "on-demand" server configurations. When counting the number of CPU licenses required for each type of server configuration, ESRI counts all the physical CPUs in a server where the Server Software is installed and/or running. In logical server configurations each Server Software license may be installed on up to two (2) CPUs in one (1) logical server. For "on-demand computing" dormant CPUs do not need to be licensed until they are activated. In virtual server configurations all CPUs in the server must be licensed.

## EXHIBIT "C"



## ESRI Instructor-Led Training

### ArcIMS Administration

*Three days*

#### Overview

Need to setup and maintain a production ArcIMS server? Learn how to configure an ArcIMS server for performance, security, and reliability. This expanded and updated course discusses security strategies to protect the server and provides detailed information about ArcIMS interprocess communication necessary for firewall configuration. Participants learn how to tune ArcIMS services, set up a secure server, apply hardware sizing, and perform distributed installations. Participants also learn important networking skills and the knowledge needed to operate and maintain an ArcIMS server. Hands-on exercises teach advanced installation and configuration techniques with a focus on distributed installations. Learn how to work with ArcSDE databases and create, configure, and monitor connections to ArcSDE servers that ArcIMS depends on to work effectively.

#### Audience

This course is of interest to ArcIMS server administrators who want to understand the workings, motivations, and performance considerations of ArcIMS technology and apply that knowledge to keep it running smoothly.

#### Prerequisites and recommendations

It is recommended that participants complete *Introduction to ArcIMS* or have equivalent experience with the terms and concepts used in ArcIMS. General knowledge of TCP/IP networking principles is assumed. No ArcSDE experience is required. Participants for this course should have experience with the following:

- Administering a Windows operating system
- Creating ArcIMS Services
- Authoring and designing ArcIMS Web sites
- Managing site administration
- Installing ArcIMS
- ArcIMS architecture

#### Goals

- Troubleshoot faulty ArcIMS services
- Understand security issues
- Set permissions on software directories

- Enable the Secure Sockets Layer and HTTPS
- Use IPsec to protect distributed installations
- Authenticate ArcIMS services
- Optimize map configuration files
- Write scripts to automate administration tasks
- Perform a distributed installation
- Understand ArcSDE architecture and connections
- Work with vector and raster data in ArcSDE

**Topics covered**

Network communication: Describe the Internet protocols that will be the vocabulary for the remainder of the course; Examine each from the standpoint of ArcIMS; How they work; How they can go wrong; Typical problems

Security: Describe common security strategies using the inherent capabilities of the operating system; Discuss firewall technologies, packet filtering, proxy services, network address translation, and virtual private networks; Discuss firewall architecture best practices and implications to ArcIMS; SSL and HTTPS; ArcIMS Service authentication

Installation and configuration: Practical distributed configurations; Load balancing spatial servers; Using multiple Web servers; Creating server clusters

Service tuning: Response time; Scale-dependent rendering; Generalization; Image types; Map projections; Image directories; Spatial indexes

ArcIMS sizing: Hardware considerations; Network bandwidth guidelines; Application server queuing

ArcSDE architecture and connections: ArcSDE software architecture; Setting up an ArcSDE server using ArcIMS; Creating ArcSDE application server and direct connections; Serving a versioned geodatabase with ArcIMS

ArcSDE vector data: ArcSDE feature class storage architecture; Serverside data loading using ArcSDE command line utilities; Organizing and managing privileges; Managing spatial and attribute indexes for optimal display and query performance; Presenting data using spatial views; Generalizing data for small-scale display using sdegroup

ArcSDE raster data: ArcSDE raster data storage architecture; Loading images using ArcSDE command line utilities; Creating seamless mosaics; Creating multirow rasters

**Price**

ESRI Site: \$1,350 (per seat)

Client Site: \$10,500 (per class; up to 12 participants)

*x 2 people = \$ 2700*  
*tax 1,222.75*  


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*2,922.75*

When attending classes at ESRI facilities, special pricing is available for employees of the United States federal government and qualifying educational institutions, libraries, and museums. Contact the ESRI Learning Center for

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### **Course Outline:**

(click to expand) [Show/Hide All](#)

**Network communications**

**Firewalls**

**Encryption: SSL and IPSec**

**File permissions**

**Map content optimization**

**Administration using scripting**

**ArcIMS sizing**

**ArcSDE architecture and connections**

**ArcSDE vector**

**ArcSDE raster**

**Installation and configuration**

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Last Updated: Thursday, May 4, 2006

**EXHIBIT "D"**

## ESRI Instructor-Led Training

### Data Production and Editing Techniques

*Three days*

#### Overview

Virtually every GIS project requires significant work to create spatial data. This course presents methodologies for performing common spatial and tabular data automation and editing tasks. Using the tools available with ArcGIS software, participants learn techniques for data preparation, conversion, and editing. Participants also learn how topology and other geodatabase validation rules help maintain data integrity as part of an editing workflow. This course teaches practical methods for working with spatial and attribute data with an emphasis on data stored in the geodatabase.

#### Audience

This course is designed for experienced ArcGIS users who need to create and update data. GIS technicians responsible for maintaining their organizations' geographic data holdings will find the course of particular benefit.

#### Prerequisites and recommendations

Participants should have completed Introduction to ArcGIS I or Learning ArcGIS 9 and Introduction to ArcGIS II or have equivalent knowledge.

#### Goals

Those completing this course will be able to:

- Convert data stored in different formats to the geodatabase format
- Use a data workflow and editing process in ArcGIS
- Create and modify features using ArcMap sketch and edit tools
- Use geodatabase rules to maintain data integrity
- Create metadata to document datasets

#### Price

ESRI site: \$1,350 (per seat)

Client site: \$10,500 (per class; up to 12 participants)

*one class  
\$11,366.25  
with tax*

When attending classes at ESRI facilities, special pricing is available for employees of the United States federal government and qualifying educational institutions, libraries, and museums. Contact the ESRI Learning Center for eligibility requirements. Employees of the United States federal government are

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