

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number  
24-1150 A2

SAP Number

## Innovation and Technology Department

Department Contract Representative	Jeremiah Thomas
Telephone Number	(909) 388-0641
Contractor	Environmental Systems Research Institute
Contractor Representative	Jacqueline Scott
Telephone Number	(909) 793-2853
Contract Term	12/9/2024 – 11/30/2027
Original Contract Amount	Not to Exceed \$6,000,000
Amendment Amount	\$300,150
Total Contract Amount	\$5,390,150
Cost Center	N/A

**Briefly describe the general nature of the contract:** Amendment No. 2 to the Enterprise Agreement with Environmental Systems Research Institute, Inc., for the provision of 425 additional Esri Advantage Program subscription licenses for a cost of \$300,150, increasing the total spend under the contract to \$5,390,150, with no change to the not to exceed amount of \$6,000,000, and no change to the contract period of December 9, 2024, through November 30, 2027.

### FOR COUNTY USE ONLY

Approved as to Legal Form

► *Kaleigh Ragon*  
Kaleigh Ragon, Deputy County Counsel

Date 06/11/2025

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date

**Amendment 2**  
**To Agreement 24-1150 issued under**  
**Master Agreement No. 00330024.0**



San Bernardino County ("Customer") and Environmental Systems Research Institute, Inc. ("Esri") have entered into Enterprise Agreement 24-1150 (Esri contract #00330023.0) (herein the "EA") on December 9, 2024. The parties now amend the Agreement as follows:

WHEREAS, Esri and Customer entered into an Enterprise Agreement with an effective date of December 9, 2024 governed by Master Agreement No. 00330024.0 (hereinafter "Agreement"); and

WHEREAS, the parties desire to amend the Advantage Program;


NOW THEREFORE, the parties agree to the following:

1. Add four hundred and twenty five (425) Learning and Service Credits to the Advantage Program subscription per Q-544407, attached hereto and incorporated by this reference. Payment for the additional Credits is due within thirty (30) days of the Amendment effective date.
2. **Electronic Signature.** This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.


Except as may be specifically modified by this Amendment No. 2, 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. 2 as of the date of the last party to sign below.

SAN BERNARDINO COUNTY

Signature:   
Lynn Fyhrlund (Jun 25, 2025 07:52 PDT)  
Printed Name: Lynn Fyhrlund  
Title: Chief Information Officer  
Date: 06/25/25

ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE, INC.

Signature:   
Annette Kazandjian (Jun 25, 2025 23:13 PDT)  
Printed Name: Annette Kazandjian  
Title: Managing Business Attorney  
Date: Jun 25, 2025

**Amendment 1**  
**To Agreement 24-1150 issued under**  
**Master Agreement No. 00330024.0**

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**Q-544407**



Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: 0AMSS3

*To expedite your order, please attach a copy of  
this quotation to your purchase order.  
Quote is valid from: 3/20/2025 To: 9/16/2025*

## Quotation # Q-544407

Date: May 30, 2025

Customer # 36 Contract #

San Bernardino County  
Information Services Dept  
851 E Cooley Ave  
San Bernardino, CA 92415-0916

ATTENTION: Steven Raughley  
PHONE: (909) 388-0780  
EMAIL: [steven.raughley@itd.sbcounty.gov](mailto:steven.raughley@itd.sbcounty.gov)

Material	Qty	Term	Unit Price	Total
97720	4	Year 1	\$71,800.00	\$287,200.00

Esri Advantage Program: Additional 100 Learning and Service Credits. This product cannot be purchased without an existing Advantage Program subscription.

187082	1	Year 1	\$17,950.00	\$17,950.00
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Esri Advantage Program: Additional 25 Learning and Service Credits. This product cannot be purchased without an existing Advantage Program subscription.

Subtotal:	\$305,150.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$305,150.00

The Services quoted herein are governed by Enterprise Agreement No. 00330023.0.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:**  
Beth Wood

**Email:**  
[etaylor@esri.com](mailto:etaylor@esri.com)

**Phone:**  
909-793-2853 ext 2137 x2137

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

WOODB

**This offer is limited to the terms and conditions incorporated and attached herein.**



Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

## Quotation # Q-544407

Date: May 30, 2025

Customer # 36 Contract #

San Bernardino County  
Information Services Dept  
851 E Cooley Ave  
San Bernardino, CA 92415-0916

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
*Quote is valid from: 3/20/2025 To: 9/16/2025*

ATTENTION: Steven Raughley  
PHONE: (909) 388-0780  
EMAIL: [steven.raughley@itd.sbcounty.gov](mailto:steven.raughley@itd.sbcounty.gov)

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.


In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ \_\_\_\_\_, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

  
Lynn Fyhrlund (Jun 25, 2025 07:52 PDT)  
\_\_\_\_\_  
Signature of Authorized Representative  
Lynn Fyhrlund  
\_\_\_\_\_  
Name (Please Print)  
Chief Information Officer  
\_\_\_\_\_  
Title

06/25/25

\_\_\_\_\_  
Date

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:**  
Beth Wood

**Email:**  
[etaylor@esri.com](mailto:etaylor@esri.com)

**Phone:**  
909-793-2853 ext 2137 x2137

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

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## County of San Bernardino DELEGATED AUTHORITY – DOCUMENT REVIEW FORM

This form is for use by any department or other entity that has been authorized by Board of Supervisors/Directors action to execute grant applications, awards, amendments or other agreements on their behalf. All documents to be executed under such delegated authority must be routed for County Counsel and County Administrative Office review prior to signature by designee.

**Note: This process should NOT be used to execute documents under a master agreement or template, or for construction contract change orders. Contact your County Counsel for instructions related to review of these documents.**

Complete and submit this form, along with required documents proposed for signature, via email to the department's County Counsel representative and Finance Analyst. If the documents proposed for signature are within the delegated authority, the department will submit the requisite hard copies for signature to the County Counsel representative. Once County Counsel has signed, the department will submit the signed documents in hard copy, as well as by email, to CAO Special Projects Team for review. If approved, the department will be provided routing instructions as well as direction to submit one set of the executed documents to the Clerk of the Board within 30 days.

**For detailed instructions on submission requirements, reference Section 7.3 of the Board Agenda Item Guidelines as the Delegation of Authority does not eliminate the document submission requirements.**

Department/Agency/Entity: Innovation and Technology Department

Contact Name: Jeremiah Thomas Telephone: (909) 388-0641

Agreement No.: 24-1150 Amendment No.: 2 Date of Board Item 11/19/24 Board Item No.: 68

Name of Contract Entity/Project Name: Envirnomenatal Systems Research Institute, Inc. Enterprise Agreement

**Explanation of request/Special Instructions:**

Item 68 on the November 19, 2024 Consent Calendar, as approved by the Board of Supervisors, authorized the Chief Information Officer (CIO) to approve amendments and change orders to the Enterprise Agreement (Contract No. 24-1150) with Environmental Systems Research Institute, Inc. (ESRI), subject to review by County Counsel, provided that such updates do not exceed the \$6,000,000 or change the duration of the agreement. Amendment No. 2 adds 425 additional Esri Advantage Program subscription licenses for a cost of \$300,150, increasing the total contract amount to \$5,390,150. This request is for approval from the CIO to accept and sign Amendment No.2 to Contract No. 24-1150, and transmit a copy to the Clerk of the Board within 30 days of acceptance.

**Insert check mark that the following required documents are attached to this request:**

- ☒ Documents proposed for signature (Note: For contracts, include a signed non-standard contract coversheet for contracts not submitted on a standard contract form).
- ☒ Board Agenda item that delegated the authority

Department Routed to County Counsel	County Counsel Name: Kaleigh Ragon, Deputy County Counsel	Date Sent: 6/9/25
Reviewing County Counsel Use Only	Review Date <u>06/11/25</u> <u>Kaleigh Ragon</u> Signature	Determination: <input checked="" type="checkbox"/> Within Scope of Delegated Authority <input type="checkbox"/> Outside Scope of Delegated Authority
CAO-Special Projects Use Only	Review Date <u>6/29/25</u> <u>[Signature]</u> Signature	Disposition: <input checked="" type="checkbox"/> Route for signature to: ___ Chair ___ CEO <input checked="" type="checkbox"/> Department ___ Return to Department for preparation of agenda item