

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

October 7, 2025

FROM

LYNN FYHRLUND, Chief Information Officer, Innovation and Technology Department

SUBJECT

Non-Financial End User License Agreement with GEO Jobe GIS Consulting, LLC for Administration Software and Support

RECOMMENDATION(S)

1. Acknowledge the termination of the following non-financial contracts with GEO Jobe GIS Consulting, LLC for administration software and support:
 - a. Clean My Org, Contract No. 24-972
 - b. Admin Tools for ArcGIS, Contract No. 24-973
 - c. Backup my Org, Contract No. 24-974
2. Approve non-financial **End User License Agreement No. 25-819** with GEO Jobe GIS Consulting, LLC, including non-standard terms, for administration software and support of its ArcGIS platforms, effective January 24, 2025, through November 4, 2026.
3. Authorize the Chief Information Officer or Assistant Chief Information Officer to electronically accept the agreement in Recommendation No. 2 and any subsequent non-substantive updates to the agreement, subject to County Counsel review.
4. Direct the Chief Information Officer or Assistant Chief Information Officer to transmit printed copies of any subsequent non-substantive updates to the agreement that are electronically accepted to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Lynn Fyhrlund, Chief Information Officer, 388-5501)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Improve County Government Operations.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The End User License Agreement (EULA) with GEO Jobe GIS Consulting, LLC (GEO Jobe) is non-financial in nature and does not commit the County to make any purchases. If future purchases are made under the EULA, the Innovation and Technology Department (ITD) will adhere to County purchasing policies and return to the Board of Supervisors (Board) for approval, if necessary.

BACKGROUND INFORMATION

ITD and other County departments utilize Geographic Information System (GIS) to visualize, understand, and interpret data. GIS is a computer system that visualizes, analyzes, interprets, and displays data through the lens of geography. Esri is a company headquartered in Redlands within San Bernardino County and is the industry leader best known for its suite of GIS software products called ArcGIS. ArcGIS is a geospatial software designed for viewing, editing,

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managing, and analyzing geographic data through maps, applications, dashboards, and reports, to reveal relationships, patterns, and trends from a wide variety of information. The County utilizes both ArcGIS Enterprise, which is an ITD-hosted and managed GIS platform, as well as ArcGIS Online, which is a cloud-based Esri-hosted and managed GIS platform.

GEO Jobe is a GIS-centric company that provides administrative tools for the management of Esri's ArcGIS platforms. Due to the complex nature of these platforms, management of users, content, and other administrative tasks specialized tools are required to perform the functions not available in the platform from Esri.

On October 6, 2020 (Item No. 21), the Board approved Contract Nos. 20-982 and 20-983 with GEO Jobe, including non-standard terms, for administrative software and support for an indefinite term, terminable at any time.

On October 8, 2024 (Item No. 22), the Board approved Contracts Nos. 24-972, 24-973, and 24-974 (collectively "Contracts") with GEO Jobe, including non-standard terms, for administrative software and support, while simultaneously terminating Contract Nos. 20-982 and 20-983. These collective Contracts became effective retroactively on February 27, 2023 and continue until terminated by either party.

In July 2025, as part of the annual term review, ITD learned that GEO Jobe had combined all the prior contracts into one EULA, effective January 24, 2025. The new EULA supersedes all prior contracts listed in Recommendation No. 1 and acknowledgement of termination is required for formal record keeping purposes. Retroactive approval of the terms is required as the EULA has an effective date of January 24, 2025. Approval of the EULA will allow ITD to continue to effectively manage the County's GIS platforms.

The EULA is GEO Jobe's standard commercial agreement, which includes terms that differ from the standard County contract and omits certain County standard contract terms. The EULA is a non-negotiable clickwrap agreement accepted when placing an order. The non-standard and missing terms include the following:

1. Governing law is Mississippi.
 - The County standard contract requires California governing law.
 - Potential Impact: The EULA will be interpreted under Mississippi law. Any questions, issues or claims arising under the EULA will require the County to hire outside counsel competent to advise on Mississippi law, which may result in fees that exceed the total contract amount.
2. There is no stated venue in the EULA.
 - County Policy 11-05 requires venue for disputes in Superior Court of California, County of San Bernardino, San Bernardino District.
 - Potential Impact: GEO Jobe is located in Harrison County, Mississippi. Having no express venue in the Agreement means that Harrison County, Mississippi venue could be applied to disputes arising under this Agreement, which may result in additional expenses that exceed the contract amount.
3. The County is required to indemnify GEO Jobe from any claims, damages, liabilities, or expenses arising from or related to the use of custom scripts or user-generated content created with the software, including any claims from third parties.

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- The County standard contract does not include any indemnification or defense by the County of a contractor.
 - Potential Impact: By agreeing to indemnify GEO Jobe, the County could be contractually waiving the protection of sovereign immunity. Claims that may otherwise be barred against the County, time limited, or expense limited could be brought against GEO Jobe without such limitations and the County could be responsible to defend and reimburse GEO Jobe for costs, expenses, and damages, which could exceed the total contract amount. County Counsel cannot advise on whether, and to what extent, Mississippi law may limit or expand this EULA term.
4. There is no provision in the EULA addressing each party's responsibility for paying attorneys' fees.
- The County standard contract requires each party to bear its own costs and attorney fees, regardless of who is the prevailing party.
 - Potential Impact: County Counsel cannot advise on whether, and to what extent, Mississippi law may affect a party's requirement to pay the prevailing party's attorneys' fees and costs in a legal action where no specific provision is provided in the contract.
5. The EULA does not require GEO Jobe to meet the County's insurance standards as required pursuant to County Policies, 11-05, 11-07 and 11-07SP.
- County policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and as set forth in County policy and in the County standard contract.
 - Potential Impact: The County has no assurance that GEO Jobe will be financially responsible for claims that may arise under the EULA, which could result in expenses to the County that exceed the total contract amount.
6. The EULA is silent as to GEO Jobe's ability to assign the EULA with or without notice to the County.
- The County standard contract requires that the County must approve any assignment of the contract.
 - Potential Impact: GEO Jobe may assign the EULA to a third party or business with which the County is legally prohibited from doing business due to issues of Federal debarment or suspension and conflict of interest, without the County's knowledge. Should this occur, the County could be out of compliance with the law until it becomes aware of the assignment and terminates the EULA. County Counsel cannot advise on whether, and to what extent, Mississippi law may permit or restrict a party's right to assign without an express provision in the Agreement.
7. GEO Jobe provides the software and support services "AS IS" and disclaims all warranties of any kind.
- County Policy 11-05 requires a contractor to fully warrant its services and products.
 - Potential Impact: The County's use of the software and support services is solely at its own risk. County Counsel cannot advise on whether, and to what extent, Mississippi law may limit or expand the disclaimers of warranty to the extent prohibited by applicable law.

ITD recommends approval of the EULA with GEO Jobe, including non-standard terms, to allow ITD to continue to access this software for Esri's ArcGIS platforms. The administrative software

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will allow ITD to effectively manage the County's GIS platforms by detecting and deleting inactive users, unused content, and ensure consistent functionality for users and the public.

PROCUREMENT

Purchasing supports the non-competitive procurement of GEO Jobe based on functional specifications. GEO Jobe has been in use since 2021 and provides a comprehensive suite of administrative tools that extend the functionality of the County's enterprise GIS platforms. These tools address critical needs that are not available within Esri's native product offerings. GEO Jobe's solutions are recognized as uniquely positioned to meet the County's operational requirements, and comparable functionality is not readily available from other vendors.

The EULA, including non-standard terms, will be used to accompany future purchases to be approved, as necessary, per County Policy 11-04 Procurement of Goods, Supplies, Equipment and Services.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Kaleigh Ragon, Deputy County Counsel, 387-5455) on September 4, 2025; Purchasing (Joni Yang, Buyer III, 387-2463) on September 4, 2025; Risk Management (Gregory Ustaszewski, Staff Analyst II, 386-9008) on August 29, 2025; and County Finance and Administration (Ivan Ramirez, Administrative Analyst, 387-4020) on September 17, 2025.

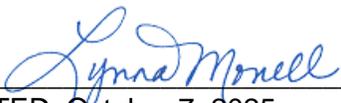
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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Curt Hagman
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: October 7, 2025



cc: IT - Thomas w/agree
Contractor - c/o IT w/agree
File - w/agree
CCM 10/9/2025