

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

Contract Number

24-1153

SAP Number

Big Bear Valley Recreation and Park District

Department Contract Representative
Telephone Number

Christine Onyango
909-388-5943

Contractor

Environmental Systems Research
Institute, Inc.

Contractor Representative
Telephone Number

Jacqueline Scott
909-793-2853

Contract Term

12/9/2024 through 11/30/2027

Original Contract Amount

Non-financial

Amendment Amount

N/A

Total Contract Amount

Non-financial

Cost Center

1200101000

Grant Number (if applicable)

N/A

Briefly describe the general nature of the contract: Eligible Entity Acknowledgement Statement for Big Bear Valley Recreation and Park District, for the provision of proprietary software licensing with maintenance and support services, implementation services, and training for the period of December 9, 2024, through November 30, 2027.

FOR COUNTY USE ONLY

Approved as to Legal Form

► Bonnie Uphold
Bonnie Uphold, Supv. Deputy County Counsel

Date 11/8/2024

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____

APPENDIX B

ELIGIBLE AGENCY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri"), having an address at 380 New York Street, Redlands, CA 92373, and **San Bernardino County ("County")**, have entered into an Enterprise Agreement (EA) identified as Enterprise Agreement No. 00330023.0, for licensing certain Esri Products and for the provision of maintenance, premium support services, and Advantage Program. Esri has authorized County to Deploy specific EA Products to Eligible Agency entities during the term of the EA. Deployment by County of EA Products to each Eligible Agency and its use of the EA Products is subject to the terms of the Master Agreement contained in the EA and the additional requirements below. "EA Products" means the Products identified in the EA.

Accordingly, Eligible Agency, identified below, represents that it has received and read the Master Agreement, and understands and agrees to be bound by the terms of the Master Agreement **00330024.0** and the below additional requirements for use of any EA Products Deployed by County to it. Eligible Agency agrees that Esri may pursue remedies against Eligible Agency for material breach of the Master Agreement or the below additional requirements. All Deployments made by County to Eligible Agency will be made through County's centralized point of contact and will cease upon expiration or termination of County EA. County shall pass through updates and provide Tier 1 Support to Eligible Agency during the term of the EA for applicable EA Products.

- (1) Beta licenses are not available during the term of the EA.
- (2) The Consultant or Contractor Access section in the Master Agreement is modified to add the following restriction: Access to any EA Products is restricted to use by consultants and contractors for the sole benefit of Eligible Agency while (i) working on-site at Eligible Agency's facilities; (ii) remotely accessing or using EA Products from Eligible Agency's on-site computers or machines; or (iii) remotely accessing or using EA Products from a third party's computers or machines under contract to Eligible Agency. Eligible Agency shall require any consultant or contractor to discontinue access to and use of EA Products upon completion of work for Eligible Agency.
- (3) Eligible Agency remains subject to Export Compliance requirements as outlined in the Master Agreement.
- (4) Transfer, redistribution, or assignment of EA Products to any third party without Esri's written permission is prohibited.
- (5) EA Products are restricted to use within the United States.
- (6) During the term of the EA, licenses Deployed by County to Eligible Agency may be terminated if County or Eligible Agency is in material breach.
- (7) Upon expiration of County EA, the Master Agreement will survive, and Eligible Agency may continue to use the EA Products Deployed to it in accordance with the terms and conditions set forth in the Master Agreement.

In the event of a conflict in the terms and conditions of this acknowledgment and the Master Agreement, the terms and conditions of this document shall have precedence over those contained in the Master Agreement. No other rights are granted to Eligible Agency under this acknowledgment.

ACCEPTED AND AGREED:

Big Bear Valley Recreation and Park District
(Eligible Agency)

Signature: *Dawn Rowe*

Printed Name: Dawn Rowe

Title: Chair, Board of Directors

Date: NOV 19 2024

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Secretary

By *[Signature]*
Big Bear Valley Recreation and Park District
Deputy