



**Contract Number**

24-1150 A-3

**SAP Number**

## Innovation and Technology Department

**Department Contract Representative Telephone Number** Christine Onyango  
909-388-5837

**Contractor** Environmental Systems Research Institute, Inc.  
**Contractor Representative Telephone Number** Beth Wood  
909-793-2853  
**Contract Term** 12/9/2024 through 11/30/2027  
**Original Contract Amount** \$6,000,000  
**Amendment Amount** \$2,610,000  
**Total Contract Amount** \$8,610,000  
**Cost Center** 1200101000  
**Grant Number (if applicable)** N/A

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 intend that the Master Agreement No. 00330024.0 shall continue to apply to and govern any ongoing or future Task Orders, regardless of whether Enterprise Agreement 00330023.0 expires, terminates, or is otherwise no longer in effect.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 3:**

It is hereby agreed to amend the Enterprise Agreement executed as of November 19, 2024 by and between San Bernardino County ("Customer") and Environmental Systems Research Institute, Inc. ("Esri") ("Agreement"), as follows:

1. Attachment C-1, as attached hereto, is hereby incorporated in the Agreement, as though fully set forth therein.

**2. Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439).** Esri has disclosed to the County using Attachment 1 – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County’s consideration of the Contract. Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

**3. Full Force and Effect.** The Contract, as amended by this Amendment, remains in full force and effect.

**4. Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Contract or the Amendment, as applicable.

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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email 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.

**IN WITNESS WHEREOF**, the San Bernardino County and the Contractor have each caused this Contract Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE, INC.

▶

By

▶

\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

\_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_

Name: Stacy McEwan

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

*(Print or type name of person signing contract)*

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

Title: Associate Director - PS

\_\_\_\_\_  
*(Print or Type)*

By

Dated: \_\_\_\_\_

Deputy

Address

**ESRI Enterprise Agreement No. 00330023.0**

**FOR COUNTY USE ONLY**

<p>Approved as to Legal Form</p> <p>▶ _____ Bonnie Uphold, Supervising Deputy County Counsel</p> <p>Date _____</p>	<p>Reviewed for Contract Compliance</p> <p>▶ _____</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p>▶ _____</p> <p>Date _____</p>
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# ATTACHMENT 1

## Levine Act –

### Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

#### **DEFINITIONS**

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: \_\_\_\_\_
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5      No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: \_\_\_\_\_
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):  
 \_\_\_\_\_
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No  If **no**, please skip Question No. 10.

Yes  If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

## ATTACHMENT C-1



Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-307-3034

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### Task Order No. 1 (00345927.0)

Issued under Master Agreement No. 00330024.0

In accordance with the terms and conditions of the above-referenced Enterprise License Agreement between **Environmental Systems Research Institute, Inc. (Esri)**, and the **San Bernardino County (Licensee and Customer)**, this Task Order No. 1 hereby authorizes the Deliverables described in Exhibit 1 in accordance with the terms and conditions specified below.

1. **Scope of Work:** The Scope of Work is attached as Exhibit 1 Scope of Work.
2. **Contract Type:** Firm Fixed price.
3. **Total Task Order Value:** The total value of this Task Order is \$2,610,000 as detailed in Exhibit 2.
4. **Start/End Date(s):** The Period of Performance is June 1, 2026, through November 30, 2027.
5. **Special Considerations:** On-going hosting services, contracted through a subsequent Task Order, to support work done in this Task Order No. 1 will be required prior to completion of the services stated herein.
6. **Points of Contact:**

**Esri Project Manager:** Rachael Reichmann | 909-793-2853 | [rreichmann@esri.com](mailto:rreichmann@esri.com)

**Esri Senior Contract Administrator:** Noelle Keefer | 909-369-5323 | [nkefer@esri.com](mailto:nkefer@esri.com)

**Licensee Project Manager:** Christine Onyango | [Christine.Onyango@itd.sbcounty.gov](mailto:Christine.Onyango@itd.sbcounty.gov)

## Exhibit 1 Scope of Work

### Task Order No. 1

#### GIS System Modernization and Migration to Esri Managed Cloud Services Advanced (SOC 2)

## 1.1 Work Plan

The work plan includes the following tasks:

- Task 1: Cloud Preparation and Onboarding
  - Task 1.1: Project Initiation and Planning
  - Task 1.2: Cloud Preparation
- Task 1.3: Development Environment Onboarding
- Task 1.4: Development Environment Implementation
- Task 1.5: Migration and Solution Testing
- Task 1.6 Esri Managed Cloud Services (SOC 2) Environment
- Task 1.7: Staging Environment Implementation
- Task 1.8: Production Environment Implementation

Please refer to Appendix A of this proposal for the general assumptions, SBC responsibilities, and deliverable review and acceptance that apply to this Scope of Work. Please refer to Appendix C which includes the Managed Cloud Services offering description.

### 1. Cloud Preparation and Onboarding

#### 1. *Project Initiation and Planning*

Esri will provide consulting support for project planning, security consulting, and a kickoff meeting in the base period. In each of the subsequent option periods of the program, Esri will support this task, as well. For this task, Esri will work toward the following support activities:

- **Preparation of Project Management Plan** - During initial project planning, the Esri Project Manager and Technical Lead will work with the SBC to develop a preliminary Draft Project Management Plan based on the scope of the contracted services. Esri will complete internal project management planning, including resource planning, QA planning, and internal project setup. Once SBC and Esri mutually agree that the Project Management Plan is ready to redline edits, a copy of the Project Management Plan will be sent to SBC for review and comments. Following receipt, SBC will have ten business days to review the document and provide Esri with consolidated, written comments that have been reviewed and approved by the SBC Project Manager. The Draft Project Management Plan will address project management approach, team members with roles and responsibilities, contracted scope of work, project schedule and milestones, quality management, communication process, risk and issue management, progress reporting, and change management.
- **Update Project Management Plan after SBC feedback** - Upon receipt of SBC comments, Esri will make changes, as mutually agreed, and provide a final version of the Project Management Plan to SBC. Any future updates to the Project Management Plan due to modifications of the contracted scope will be managed through Esri's change management procedures as outlined in the Project Management Plan.

- **Project Schedule and Work Plan** – Esri will support the "Living components" of the Project Management Plan, including the project schedule, risk and issues logs, and change management logs, being updated periodically. To support the agile development approach, Esri will review the initial, high-level functional requirements of the ArcGIS system migration provided by SBC and group the functionality into several sprints. An initial project schedule and work plan for each sprint will be submitted to SBC prior to the kickoff meeting. Following the kickoff meeting and confirmation of the Solution Architecture Design discussion, an updated schedule and work plan will be submitted to SBC.
- **Monthly Status Reports** - For the duration of the project, the Esri Project Manager will develop monthly status reports to report progress to the SBC Project Manager. The reports will include inputs from the Esri technical teams.
- **Preparation for Kickoff Meeting** - In this task, the Esri Project Manager will coordinate with the SBC Project Manager to schedule the meeting and other logistics, including attendance of participants. Esri will coordinate with SBC's Project Manager to support the development of a kickoff meeting agenda.
- **Kickoff Meeting** – The Esri Project Manager will coordinate with the SBC Project Manager to schedule a half day remote kickoff meeting that will be conducted with SBC. The kickoff meeting is anticipated to cover, at minimum, project and solution overview, introduction of team members and identification of project roles, review of project activities, review and discussion of the preliminary Project Management Plan, and finalization of project planning items including Work Plan and Schedule.
- **Security Consulting** – The Esri Project Manager, Technical Lead and Security Engineer will meet with SBC to discuss security topics such as scanning, access controls and specific SBC security reviews for the new cloud environment.

### *Esri Deliverables*

1. Project Management Plan
2. **Cloud Preparation**

Esri will provide consulting support in the base period to SBC for confirming the solution architecture and migration strategy. It is assumed that SBC will have completed their upgrade on-premises to ArcGIS Enterprise 11.5 or greater, and that Esri will have access to the SBC on premise system for migration activities in this task, Esri will work towards completing the following activities:

- **Cloud System Architecture, Data, and Application Designs Review** - In this task, Esri will confirm the solution architecture, data, and application designs for the cloud-based ArcGIS system including applications, products and APIs, services, and data. Esri will review the results of the System Architecture Design Consulting activity completed under the Advantage Program, as well as other data and application information gathering activities and develop a high-level migration framework. Esri will review the migration design documentation with SBC for comments and questions. Following the meeting, the design will be updated from the feedback received.
- **Inventory Documentation** – In this task, Esri will document the services, applications and workflows supported by the ArcGIS platform. This inventory will be used to run the application and workflow review workshops as well as in the development of the migration validation plan.

- **Application and Workflow Review** – Esri will conduct up to two Application and Workflow Review sessions. Esri will review the inventory documentation and review with SBC areas for possible modernization and modification. Components of this activity will include the following:
  - Review SBC’s existing ETL workflows to process data from external sources to hydrate SBC’s authoritative datasets for use within SBC.
  - Review web services to ensure services are optimized and following best practices.
- Review, understand, and plan for web service changes (if any) that may impact existing web applications.
- **Migration and Testing Plans** – Esri will develop a migration plan to move the identified services, applications, and users to the cloud. This plan will detail the approach, steps, and the methodology (scripts, tools, manual updates). Esri will also develop a testing plan as part of this effort to ensure quality control/quality assurance. Esri will conduct a webcast review meeting with SBC to receive feedback and incorporate changes as required. This plan will address the migration from the on-premises ArcGIS environment to the staging environment and from the staging to production environment.
- **Solution validation and remediation to ensure content is cloud ready.** This could include scans to ensure compliance with security protocols. If any issues are identified, Esri will support the remediation of these issues on the development environment. Unless there is a need to troubleshoot or test content, artifacts currently existing in SBC’s production environment will not need to be recreated in development.

*Esri Deliverable*

2. Migration Plan

**3. Development Environment Onboarding**

In this subtask, Managed Cloud Services will set up a cloud-hosting development environment as outlined in Table 6 in Appendix B. The development environment is intended to provide an agile development space to develop, test, and validate scripts for content migration and data integration before moving into the fully managed Staging and Production environments as described in Task 1.7 and 1.8.

Appendix B further describes the features that make up the development environment.

**4. Development Environment Implementation**

Esri will provide technical consulting to assist SBC with maintaining the ArcGIS Enterprise deployment of SBC’s development environment regardless of where the environment is hosted. Support will include:

- Infrastructure onboarding with the cloud provider.
- Initial deployment and configuration of ArcGIS Enterprise software.
- Technical consulting for ArcGIS Enterprise system administration.

Development or testing of any data that is considered sensitive should not occur within the development environment. SBC may use similar datasets or obfuscated data to replicate production level data.

*Esri Deliverable*

3. Deploy Managed Cloud Services Development Environment

## **5. Migration and Solution Testing**

Esri will provide testing and deployment framework support in the base period. This task may include the following support activities:

- Development of test approach, sample plans, and scripts for SBC to build a validation process for migrated content.
- Provide support for cadence meetings on troubleshooting validation processes.
- Coordinating the final cutover to the new cloud environment.
- Technical knowledge transfer activities – ad-hoc web meetings on administration of ArcGIS Enterprise as well as migrated content.

### ***SBC Responsibilities***

- Provide feedback and validation during the testing phase to ensure that the migration is proceeding as planned.
- Once the data and content has been moved into the cloud environment, SBC will be asked to check and verify that it is working.

### ***Esri Deliverable***

4. Test Plan
5. Supporting Documentation

## **6. Esri Managed Cloud Services Advanced (SOC 2) Environment**

In this sub-task, Esri Managed Cloud Services will deploy a fully managed cloud hosting environment in Esri Managed Cloud Services Advanced (SOC 2) offering. This includes both a staging and production environment.

The production infrastructure is designed based on best practices and Esri's current understanding of SBC's business, technical, and security requirements. The staging and production environments onboarding and ongoing operations are outlined in Appendix B.

Appendix B further describes the features that make up the Esri Managed Cloud Services Advanced (SOC 2) environments.

### ***Esri Deliverables:***

6. Configured ArcGIS Enterprise software in the Managed Cloud Services staging environment
7. Configured ArcGIS Enterprise software in the Managed Cloud Services production environment

## **7. Staging Environment Implementation**

Using the Migration Plan as described in Task 1.2 Esri will provide technical consulting support for maintaining the staging ArcGIS Enterprise deployment and migrating SBC's existing content to the cloud. It is expected that SBC will do a one-time migration of data, maps, and apps to the staging environment in the base year.

This task provides ongoing planning and configuration support for SBC to optimize content on the staging environment and prepare it for migration to the production environment. In the option years, the staging environment will be used to stage and test data and applications prior to moving to the full production environment. Esri will support ongoing needs that may include the following:

- Support to review data and optimize content including new data, maps, and apps.
- Health check for content in the staging environment.
- Support to address issues identified by the health check.
- Migrate data, applications, and configurations from the on-premises ArcGIS Enterprise environment to the cloud environment.
- Validate the migrated content.
- Change management – Perform up to one data and content update a month from the development environment to the staging environment. Esri will perform monthly manual application and/or data updates after receiving the changes from SBC in the agreed schedule, format, and delivery method. Scheduling updates is subject to joint review by Esri and SBC. Adding new major capabilities to a secure boundary (such as SOC 2) that require significant effort or changes in architecture is subject to additional costs to SBC. SBC will verify all data and application updates in a staging environment before Esri releases the updates to production. Given the variability in the effort required to update content, Esri will track hours spent supporting updates. If the effort is trending to exceed estimates, Esri will contact SBC and discuss options, which may include reducing the content update cycles.

### *Esri Deliverable*

8. Migrate Content in the Managed Cloud Services Staging Environment

## **8. Production Environment Implementation**

Using the Migration Plan as described in Task 1.3 and edits made during Task 1.7, Esri will provide technical consulting support for maintaining the production ArcGIS Enterprise deployment and migrating SBC’s existing content to the cloud. It is expected that SBC will do a one-time migration of data, maps, and apps from the staging environment to the production environment in the base year.

This task provides ongoing planning and configuration support for SBC to optimize content in the production environment. Esri will support ongoing needs that may include the following:

- Support to review data and optimize content including new data, maps, and apps.
- Health check for content in the production environment.
- Support to address issues identified by the health check.
- Migrate data, applications, and configurations from the staging environment to the production cloud environment.
- Validate the migrated content.
- Change management – Perform one data and content update a month from the staging environment to the production environment. If server-side manual intervention (such as data schema changes or updates, or custom application deployment) is required, Esri will perform monthly manual application and/or data updates after receiving the changes from SBC in the agreed schedule, format, and delivery method. Scheduling updates is subject to joint review by Esri and SBC. Tasks that can be automated and/or scheduled (such as data flows for parcel fabric) will not count as part of this change but will be planned and implemented to allow for automation.
  - Adding new major capabilities to a secure boundary (such as SOC 2) that require significant effort or changes in architecture is subject to additional costs to SBC. SBC will verify all data and application updates in a staging environment before Esri releases the updates to production. Given the variability in the effort required to update content, Esri will track hours spent supporting updates. If the effort is trending to exceed estimates, Esri will contact SBC and discuss options, which may include reducing the content update cycles.

***Esri Deliverable***

9. Migrate Content into the Managed Cloud Services Production Environment

## 1.2 Project Deliverables

Table 1. Summary of Project Deliverables

Deliverable No.	Deliverable Name	Deliverable Type
1.	Project Management Plan	Document
2.	Migration Plan	Document
3.	Deploy Managed Cloud Services Development Environment	Configured COTS Software
4.	Test Plan	Document
5.	Supporting Documentation	Document
6.	Configured ArcGIS Enterprise software in the Managed Cloud Services staging environment	Configured COTS Software
7.	Configured ArcGIS Enterprise software in the Managed Cloud Services production environment	Configured COTS Software
8.	Migrate Content in the Managed Cloud Services Staging Environment	Migrated Data
9.	Migrate Content into the Managed Cloud Services Production Environment	Migrated Data

**Exhibit 2 – Pricing**

**Task Order No. 1**

**GIS System Modernization and Migration to Esri Managed Cloud Services Advanced (SOC 2)**

<b>Mile. #</b>	<b>Milestone</b>	<b>Value</b>
1	Project Management Plan Delivered	\$250,000
2	Migration Plan Delivered	\$250,000
3	Deployment of Managed Cloud Services Development Environment Completed	\$460,000
4	Test Plan Delivered	\$300,000
5	Supporting Documentation Delivered	\$250,000
6	Configuration of ArcGIS Enterprise in Managed Cloud Services Staging Environment Completed	\$300,000
7	Configuration of ArcGIS Enterprise in Managed Cloud Services Production Environment Completed	\$250,000
8	Content Migration in the Managed Cloud Services Staging Environment Completed	\$300,000
9	Content Migration into the Managed Cloud Services Production Environment Completed	\$250,000
<b>Total Firm-Fixed Price</b>		<b>\$2,610,000</b>

Esri will prepare and submit monthly invoices based on the percentage of completion for each Milestone as of the end of the preceding month. Upon acceptance of all Milestones under a Task Order, the unpaid balance of the total Task Order value is due.