

# **Attachment A**

## **Second Amendment to Agreement with Esri**

# Amendment 2

## To Enterprise Agreement 00306386.0

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**County of Santa Barbara** ("Customer") and **Environmental Systems Research Institute, Inc.** ("Esri") have entered into Enterprise Agreement No. 00306386.0 (the "EA") on August 23, 2022. The parties now amend the EA to add credits to the Advantage Program:

WHEREAS, the parties desire to amend the Advantage Program;

NOW THEREFORE, the parties agree to the following:

1. Add one hundred (100) Learning and Service Credits to the existing Advantage Program subscription per Q-559544, attached hereto and incorporated by this reference. The Advantage Program is subject to the terms and conditions of Master Agreement No. 00306890.0 ("Master Agreement"). Esri will invoice the County upon execution of this Amendment. Payment for the additional Credits in the amount of \$71,800 is due within thirty (30) days from the receipt of invoice. The total amount paid by Customer for the EA Fee including Option Year 1 and the additional Learning and Services Credits is now \$1,021,800. For purposes of clarity, Appendix B – EA Fee Schedule of the Enterprise Agreement shall not be modified by the purchase of the additional Credits.
2. **General.** All other terms and conditions of the EA shall remain in full force and effect, except as amended herein. The EA and this Amendment are the sole and final agreement of the parties and supersede any previous agreements, understandings, and arrangements relating to such subject matter.

COUNTY OF SANTA BARBARA

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE, INC.

Signature: 

Printed Name: Stacy McEwan

Title: Associate Director - PS

Date: Dec 16, 2025

**Q-559544**

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Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

**To expedite your order, please attach a copy of this quotation to your purchase order.**  
Quote is valid from: 10/9/2025 To: 4/7/2026

## Quotation # Q-559544

Date: November 24, 2025

Customer # 135796 Contract #

County of Santa Barbara  
General Services  
105 E Anapamu St Rm 304  
Santa Barbara, CA 93101-6066

ATTENTION: Jinna Larkin  
PHONE: 8055683260  
EMAIL: jlarkin@countyofsb.org

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

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

Subtotal:	\$71,800.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$71,800.00

Subject to Master Agreement # 00306890.0

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

<b>For questions contact:</b> Beth Wood	<b>Email:</b> etaylor@esri.com	<b>Phone:</b> 909-793-2853 ext 2137 x2137
<p>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 <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> 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 <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> 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.</p>		



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ATTENTION: Jinna Larkin  
PHONE: 8055683260  
EMAIL: jlarkin@countyofsb.org

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.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

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	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 <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a> , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> 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 <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> 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.		

# Enterprise Agreement - AP Upscope

Final Audit Report

2025-12-16

Created:	2025-12-16
By:	Noelle Santos (nsantos@esri.com)
Status:	Signed
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-  Document e-signed by Stacy McEwan (smcewan@esri.com)  
Signature Date: 2025-12-16 - 6:32:36 PM GMT - Time Source: server- IP address: 73.34.89.206
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