

EL Dorado Recorder-Clerk  
*CRiis*<sup>TM</sup> LICENSE AGREEMENT

**ORIGINAL**

AGREEMENT #061-S0311  
AMENDMENT II

**WHEREAS:**

- A. The County of El Dorado and AtPac, ("the parties"), entered into the *CRiis*<sup>TM</sup> License Agreement, including Attachments A, B, C, and D thereto, executed by the El Dorado County Board of Supervisors as Licensee on September 24, 2002, with an effective date of October 1, 2002, incorporated herein and made part hereof; and
- B. The parties executed the First Amendment to that Agreement for Services #061-S0311 effective October 2, 2007, incorporated herein and made part hereof; and
- C. The parties desire to amend the Agreement a second time to comply with State mandates approved by law pursuant to AB1168 requirements that are set forth in Government Code section 27301, Civil Code section 1798.1 and other statutes; and
- D. The parties desire to amend the Agreement to provide for licensing of additional *CRiis* modules to support hosting (OldBook Library<sup>TM</sup>) and redaction (I.D. Shield<sup>TM</sup>) of electronic images to improve service to County citizens and comply with the provisions of AB1168; and
- E. The parties desire to amend the Agreement to provide for the digital conversion of archive images from their current format to an electronic format compatible with Item C above.
- F. The parties hereby submit an overview of the technology and services proposed to achieve the above as presented in "**Exhibit 1**" incorporated herein and made by reference hereof.

**NOW, THEREFORE, IT IS AGREED** by the parties as follows:

1. Item 2, on Page 1 of Attachment A, marked "**Fees. Annual Fee(s)**" shall be amended to include "**Exhibit 2**" (ID Shield<sup>TM</sup> and Redaction Services) in the amount of one hundred sixty-seven thousand six hundred thirty-two dollars (\$167,632.00) is incorporated herein and made part by reference hereof; and
2. Item 2, on Page 1 of Attachment A, marked "**Fees. Annual Fee(s)**" shall be amended to include "**Exhibit 3**" (Service Order Number 2008-001 Digital Conversion) in the amount of two hundred fifty-one thousand seven hundred seventy-four dollars and forty cents (\$251,774.40) is incorporated herein and made part by reference hereof; and
3. Item 2, on Page 1 of Attachment A, marked "**Fees. Annual Fee(s)**" shall be amended to include "**Exhibit 4**" (OldBook Library<sup>TM</sup> module and associated License Service Order 2008-001) in the amount of five thousand eight hundred ninety-eight dollars and seventy-five cents (\$5,898.75) is incorporated herein and made part by reference hereof; and
4. Item **2.18 Warranty** on page 4 of the *CRiis*<sup>TM</sup> License Agreement shall be amended to include: Licensor warrants that the package will operate in all material aspects in conformity with applicable manuals.

5. Item 4, on Page 2 of Attachment A, marked "*CRis*<sup>TM</sup> Products & Services Functional Descriptions, Telephonic response, shall be amended to include: Telephonic access is available during Licensor office hours of 8:00 a.m. PST Monday through Friday (excluding certain holidays). Licensor and Licensee will arrange for on-call telephonic access outside of normal business hours.

**The amended total not to exceed (NTE) amount of this Agreement** will be six hundred thousand dollars (\$600,000.00), calculated as follows: Original Agreement \$80,238.85 add Amendment I \$88,400.21, add Amendment II request Exhibit 2 \$167,632.00; Exhibit 3 \$251,774.40, Exhibit 4 \$5,898.75, plus an additional \$6,055.79 for possible costs as the billing rates identified herein are estimated only and may increase as the total number of records to convert is unknown. The total amount of this Agreement shall not exceed the total amount of funding available within the department's approved budget. Projects will be approved by the Recorder-Clerk and invoiced upon completion. For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, sub-Contractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**Except** for the amendments set forth herein, all other terms and conditions of the Contract #061-S0311, including attachments A, B, C and D thereto; and including Amendment I to said Agreement, shall remain unchanged, and will continue to remain in full force and effect.

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is William E. Schultz, Recorder-Clerk, Recorder-Clerk Department, or successor.

Requesting Contract Administrator:

By: William E. Schultz Dated: 5/19/08  
William E. Schultz, Recorder-Clerk

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to that Agreement for Services #061-S0311 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

**--COUNTY OF EL DORADO--**

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

By: \_\_\_\_\_

Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

**--CONTRACTOR--**

Dated: 5/21/08

ATPAC,  
A CALIFORNIA CORPORATION

By: Kirk Weir

Kirk Weir  
President  
"Contractor"

BY Linda McClum  
Corporate Secretary

Dated: 5/21/08

"EXHIBIT 1"  
AGREEMENT #061-S0311 AMENDMENT II  
PROPOSAL



*AtPac*

10113 Alta Sierra Drive , Suite 102  
Grass Valley Calif 95949  
800.845.7518 [www.egovinc.com](http://www.egovinc.com)

*tomorrow's technology today ...*

March 3, 2008

Mr. William Schultz  
El Dorado County Recorder-Clerk  
360 Fair Lane  
Placerville, CA 95667

Dear Bill:

This letter will provide an overview of the technology and services we are prepared to provide under two new Contract Exhibits (Amendments) and one License Service Order (LSO) that are respectfully submitted for your review.

Item 1 - Digital Conversion (LSO 2008-001)

Working with your staff, we have identified the likely source media (e.g. roll film, fiche, CD) and have also performed a summary inspection of the provided sample. Next, we used the estimated volume of images from each media source to calculate the overall scope of a digital conversion of your records for the years 1980 - 1999, as per the requirements of AB 1168. Finally, we have provided firm, per-image based cost estimates, according to an actual examination of a sample of your property and estimates provided by your staff. Your actual charges will be based on the actual number of images converted and includes inspection, preparation, conversion, quality control and cataloguing/upload required to make the converted images and data available on your system for either archive, retrieval or redaction (as needed).

Part of our approach includes making use of work product from a previous conversion, currently contained on CD's. For planning purposes, we have included an estimated, not-to-exceed fee of \$.03 (3 cents) per image to incorporate the images currently on CD. Please know that this is a high-end estimate, that you will incur charges based on actual work performed and only after your approval of a specific course of action, and that we will continue to work with our vendor partners to salvage as much of the existing work product as humanly possible.

Quotations for conversion services for older (pre-1980) records, while not specifically covered by the attachment, are available upon request. However, we are confident we can convert and upload a mix of 35mm and 16mm roll film for under \$.08 (8 cents) per image.

Item 2 - Hosting on CRiis™

We have confirmed with your staff that you have an existing electronic index for the years 1980 - 1999. There will be no additional fee to load or host the converted data and images on CRiis™.



*AtPac*

tomorrow's technology today ...

Item 3 - Redaction

Assuming approval and execution of Exhibit B, once the digital conversion outlined in Item 1 has been completed, we will perform the redaction process on your Official Records back to 1980. We estimate this process will take 6 - 8 weeks post conversion.

From a process perspective, day forward redaction can begin within approximately 6 weeks of the execution of Exhibit B, which allows for licensing of ID Shield™. The actual kick-off date will, of course, be set by you and your staff.

Step 4 - OldBook Library™ Module (Optional)

As we understand it, there is a gap in your online index between 1911 and 1948. The OldBook Library™ module was designed to provide a low-cost alternative for just such a situation. Instead of being subject to the expense of manually re-keying the records index for those years, OldBook™ uses simple Book/Page references which can be captured during conversion at a fraction of the expense. We have provided, as Exhibit C, language that would allow you to license OldBook™ to display data and images from those years.

Overall Cost Summary

Media Conversion	\$ 251,774	3.44M images, as quoted
Backfile Redaction	\$ 137,683	Assumes 7.44M backfile images - DNI hardware or setup fees.
Day Forward Redaction	\$ 12,250	Assumes 350k images per year
OldBook Year 1	\$ 4,290	Quoted
OldBook Year 2 and beyond	\$ 1,609	Quoted
<b>Total Year 1 (w/OldBook)</b>		
	<b>\$ 393,747</b>	
<b>Total Year 2 (w/OldBook)</b>		
	<b>\$ 13,859</b>	

Thank you for giving us the opportunity to propose additional technology and services for El Dorado County. Please feel free to contact me if you have any questions or require additional information.

Sincerely,

Kirk Weir  
President

**“EXHIBIT 2”**  
**AGREEMENT #061-S0311 AMENDMENT II**  
*CRis*<sup>™</sup> **LICENSE AGREEMENT**

This is an identified attachment to the *CRis*<sup>™</sup> License Agreement (License) by and between

**Licensee:**

**El Dorado County**  
**Recorder-Clerk**  
**360 Fair Lane**  
**Placerville, California 95667**  
**Attention: William Schultz**  
**(530) 621-7505 / (530) 621-2147 (fax)**

AND

**Licensor:**

*AtPac*  
10113 Alta Sierra Drive, Suite  
Grass Valley, California 95949  
Attention Kirk M. Weir  
(530) 272-0596  
(530) 272-0598 / Fax

**1. Term.**

No change in Contract term.

**2. Fees. Annual Fee(s).**

The License, Maintenance and other applicable fees shall be as follows:

ID Shield <sup>™</sup> : Product or Service Description	Qty	Fee
ID Shield <sup>™</sup> achieves a high percentage of automated redaction of sensitive personal information from public copies of County records. Assuming prior year images have already been digitized , a backfile redaction application can be employed. ID Shield can also be configured to handle redaction of County records on a day forward basis to ensure to a high degree that public copies of County records have had sensitive information redacted.		
Backfile Redaction - server set up	1	\$ 3,250.00
Backfile Redaction - per image (assumes at least 3 million backfile images)	ea	\$ 0.0185
Day Forward Redaction - server set-up	1	\$ 3,250.00
Day Forward Redaction - per image (assumes up to 500,000 images per year)	ea	\$ 0.0350

Fees charged to the Licensee shall be based on the actual number of images processed. Per image fees quoted DO NOT include applicable sales or other taxes.

Note: Based on the estimated 7.44 million images to be backfile redacted the estimated total cost (including sales tax) for backfile redaction per image fees is \$147,963. Estimated annual per image fees for day forward redaction (based on current levels of recording activity) are \$13,169 (including sales tax).

### 3. Computer Serial Number & Identification.

*CRis*<sup>™</sup> is licensed to run on the computer central processing unit(s) with a serial number(s) of

\_\_\_\_\_ TBD \_\_\_\_\_

and is/are generally known as

\_\_\_\_\_ Recorders System \_\_\_\_\_

The operating system(s) on the CPU(s) is/are

1. Windows

The number of available user ports/nodes on the CPU/Network is

\_\_\_\_\_ 16 \_\_\_\_\_

### 4. Products and Services Functional Descriptions

For the below-identified modules *APac* provides the following services:

- **Telephonic** response to initial problem or procedural call from Licensee shall be within one (1) hour of notification to Licensor office or Licensor on-call personnel.
- **Dial-in** modem problem and procedural support from Licensor personnel shall be provided to Licensee identified computer(s).
- **Electronic** problem reporting shall be from the application software module *CRis* CSR.
- Licensor and Licensee personnel shall coordinate **problem escalation** from initial telephone and dial-in support to onsite support. Fees for on-site support shall be determined prior to the dispatch of Licensor personnel and agreed to by authorized representatives of both parties.
- **Revisions and Releases** of *CRis*<sup>™</sup> application software will be coordinated between Licensor and Licensee personnel. The procedure for such revisions and releases as they occur from time-to-time shall be for the initial implementation in the identified "test" system with implementation into the "production" system as agreed to by the parties.
- **Training** shall be provided, for the identified fees, at the Licensor training facilities or at Licensee site, as agreed to by Licensor and Licensee, from time-to-time.
- Custom programming and consulting services shall be provided for the Licensee, for the fees indicated, and as agreed to by the Licensor and Licensee, in writing, from time-to-time.

*CRis*<sup>™</sup> software modules, material and services included with this License:

#### I.D. Shield<sup>™</sup> Data Redaction Module

Continues

**5. Executed.**

This Attachment A to the *CRIS*<sup>TM</sup> License Agreement is executed on \_\_\_\_\_ by the below named parties, in the Nevada County, California.

**Licensee:**

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schulz  
(530) 621-5494 / (530) 621-2147 (fax)

  
\_\_\_\_\_  
William Schultz, Recorder-Clerk

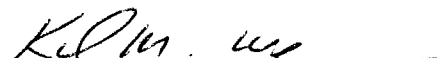
5/23/08  
\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Date

**Licensor:**

*AtPac*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
(916) 272-0596  
(916) 272-0598 / Fax

  
\_\_\_\_\_  
Mr. Kirk M. Weir, as President

5/21/08  
\_\_\_\_\_  
Date



**“EXHIBIT 3”**  
**AGREEMENT #061-S0311 AMENDMENT II**  
**AtPac License Service Order**  
**Service Order Number 2008-001**

This is an AtPac License Service Order, pursuant to the existing AtPac CRiis™ Program License Agreement, Attachment A, between AtPac and El Dorado County This Service Order is being utilized to provide for digital conversion of records from various storage media (microfilm & microfiche, other) to enable redaction of sensitive personal information (per AB1168) from records maintained by the Recorder.

**1. Scope of Order**

Per Attachment A, other services, for a fee, are to be provided (see Service Fees, File Conversion, File Recovery, Implementation, Training and Other Fees). This License Service Order (LSO) is for scanning and imaging (File Conversion) of these records. The following outlines the scope of work for this LSO.

**Description:**

AtPac will provide image conversion services to the County. AtPac will provide quality control inspection of all work product and will then integrate the data and images into either CRiis™ or the OldBook™ Library module, as directed.

**Project Contacts:**

AtPac – Kirk Weir 530-272-0596  
Recorder – Jane Kohlstedt 530-621-5494

**Fees:** The estimated imaging fees are:

Source Media	Units	Est. images /Unit	Est. Total Images	Estimated Cost
16mm (rolls)	1095	2300	2,518,500	\$176,295.00
Fiche (books)	316	770	243,320	\$41,364.40
1999 roll film			342,500	\$23,975.00
CD's			338,000	\$10,140.00
<b>Estimated Project Total (1980 - 1999 Records)</b>				<b>\$251,774.40</b>

**Note: Estimates are based on information and or media samples provided by the County.**

**Actual charges will be based on the actual number of images converted.**

**2. Payment**

The provisions of the above identified license attachment provide for payment of services when invoiced.

**3. Delivery and Acceptance**

The above identified work product will be installed and operational within 30 days of the delivery of the OldBook Library™ module.

Licensee:


El Dorado County

  
Name and Title

5/23/08  
(Date)

Licensor:

AtPac  
10113 Alta Sierra Dr., Suite 102  
Grass Valley, CA 95949

  
Kirk Weir, President

5/21/08  
(Date)

**“EXHIBIT 4”**  
**AGREEMENT #061-S0311 AMENDMENT II**  
*CRiis*<sup>™</sup> LICENSE AGREEMENT

This is an identified attachment to the *CRiis*<sup>™</sup> License Agreement (License) by and between

**Licensee:**

**El Dorado County**  
**Recorder-Clerk**  
**360 Fair Lane**  
**Placerville, California 95667**  
**Attention: William Schultz**  
**(530) 621-7505 / (530) 621-2147 (fax)**

AND

**Licensor:**

*AlPac*  
10113 Alta Sierra Drive, Suite  
Grass Valley, California 95949  
Attention Kirk M. Weir  
(530) 272-0596  
(530) 272-0598 / Fax

**1. Term.**

No change in Contract term.

**2. Fees. Annual Fee(s).**

This item adds the OldBook Library<sup>™</sup> module of *CRiis*<sup>™</sup>. The License, Maintenance and other applicable fees shall be modified to include:

<b>OldBook Library Module: Product or Service Description</b>	<b>Qty</b>	<b>Fee</b>	<b>Tax</b>	<b>Total</b>
The OldBook <sup>™</sup> Libray system allows the user to provide indexed access to film records that have been converted to images. The process is to convert and create indexes from the index book images. From this lookup feature the user can then request a specific book and page-referenced document. Year 1 License and Configuration Fee (includes Year 1 maintenance).	1	\$ 3,500.00	\$ 253.75	\$ 3,753.75
Training: Includes one day of onsite training, plus up to four (4) 1-hour web-based refresher sesions per year (at no additional fee)	1	\$ 500.00	\$ 36.25	\$ 536.25
Year 2 License	1	\$ 1,000.00	\$ 72.50	\$ 1,072.50
Year 2 Maintenance	1	\$ 500.00	\$ 36.25	\$ 536.25
<b>Total Cost: Year 1</b>				<b>\$ 4,290.00</b>
<b>Annual Cost: Year 2 (and beyond)</b>				<b>\$ 1,608.75</b>

### 3. Computer Serial Number & Identification.

*CRus*™ is licensed to run on the computer central processing unit(s) with a serial number(s) of

\_\_\_\_\_ TBD \_\_\_\_\_

and is/are generally known as

\_\_\_\_\_ Recorders System \_\_\_\_\_

The operating system(s) on the CPU(s) is/are

1. Windows

The number of available user ports/nodes on the CPU/Network is

\_\_\_\_\_ 16 \_\_\_\_\_

### 4. Products and Services Functional Descriptions

For the below-identified modules *APac* provides the following services:

- **Telephonic** response to initial problem or procedural call from Licensee shall be within one (1) hour of notification to Licensor office or Licensor on-call personnel.
- **Dial-in** modem problem and procedural support from Licensor personnel shall be provided to Licensee identified computer(s).
- **Electronic** problem reporting shall be from the application software module *CRus* CSR.
- Licensor and Licensee personnel shall coordinate **problem escalation** from initial telephone and dial-in support to onsite support. Fees for on-site support shall be determined prior to the dispatch of Licensor personnel and agreed to by authorized representatives of both parties.
- **Revisions and Releases** of *CRus*™ application software will be coordinated between Licensor and Licensee personnel. The procedure for such revisions and releases as they occur from time-to-time shall be for the initial implementation in the identified "test" system with implementation into the "production" system as agreed to by the parties.
- **Training** shall be provided, for the identified fees, at the Licensor training facilities or at Licensee site, as agreed to by Licensor and Licensee, from time-to-time.
- Custom programming and consulting services shall be provided for the Licensee, for the fees indicated, and as agreed to by the Licensor and Licensee, in writing, from time-to-time.

*CRus*™ software modules, material and services included with this License:

**OldBook Library™ Module**

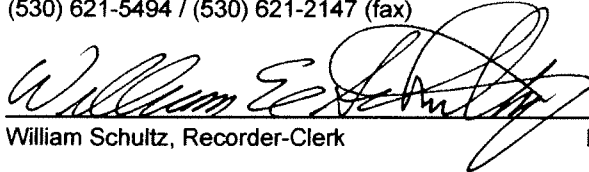
Continues

**5. Executed.**

This Attachment A to the *CRis*<sup>TM</sup> License Agreement is executed on \_\_\_\_\_ by  
the below named parties, in the Nevada County, California.

**Licensee:**

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schulz  
(530) 621-5494 / (530) 621-2147 (fax)

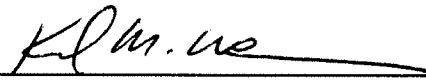
 5-23-08  
\_\_\_\_\_  
William Schultz, Recorder-Clerk Date

Approved:

\_\_\_\_\_  
Date

**Licensors:**

*AlPac*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
(916) 272-0596  
(916) 272-0598 / Fax

 5/21/08  
\_\_\_\_\_  
Mr. Kirk M. Weir, as President Date

**El Dorado County Recorder-Clerk**

**CRiis™ LICENSE AGREEMENT**

**AGREEMENT #061-S0311  
AMENDMENT I**

**COPY**

**WHEREAS:**

- A. The County of El Dorado and AtPac, ("the parties") entered into the CRiis™ License Agreement, including Attachments A, B, C, and D thereto, executed by the El Dorado County Board of Supervisors as Licensee on September 24, 2002, with an effective date of October 1, 2002, incorporated herein and made part by reference hereof; and
- B. The parties desire to enter into this amendment to provide for a five-year extension to the Agreement; and
- C. The parties desire to amend the Agreement to provide for an upward adjustment in annual Cyberscience (CQCS) tool set fees while locking in said rates for a longer term; and
- D. The parties desire to amend the Agreement to provide for additional annual maintenance services.

**NOW, THEREFORE, IT IS AGREED** by the parties as follows:

- 1. Item 1, on Page 1 of Attachment A, marked "Term", shall be amended to state: The term of the License shall terminate on September 30, 2012, unless otherwise terminated by the terms of the License, mutual written agreement of the parties, intentional act of the Licensee to not appropriate funds for the License term from year-to-year.
- 2. Item 2, on Page 1 of Attachment A, marked "Fees. Annual Fee(s)", annual License fee for CQCS shall be amended to two thousand eight hundred twenty one dollars and eighty eight cents (\$2,821.88) as set forth in Table 1 below and incorporated herein (includes sales tax).
- 3. Item 2, on Page 1 of Attachment A, marked "Fees. Annual Fee(s)", shall be amended to include annual fees of one thousand seventy five dollars (\$1,075.00) for Electronic Lien Module Maintenance as set forth in Table 1 below and incorporated herein by reference (price includes sales tax).

Table 1 - Summary Fee Schedule:

<b>Software Product (Support)</b>	<b>Annual Maint. Cost</b>	<b>Sales Tax</b>	<b>Total</b>
CRiis™ Site License	\$ 10,000.00	\$ 750.00	\$ 10,750.00
CQCS License Fee	\$ 2,625.00	\$ 196.88	\$ 2,821.88
E-Lien Annual Maintenance	\$ 1,000.00	\$ 75.00	\$ 1,075.00
<b>Total Annual License</b>			<b>\$ 14,646.88</b>

Except for the amendments set forth herein, all other terms and conditions of the Contract #061-S0311, including attachments A, B, C and D thereto, shall remain unchanged, and will continue to remain in full force and effect.

Requesting Contract Administrator:

By: William E. Schultz Dated: 9/14/07  
William E. Schultz, Recorder-Clerk

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #061-S0311 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

Dated: 10/2/07  
By: Alex Baumson  
Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: Marcie McFadden 10/2/07  
Deputy Clerk

-- CONTRACTOR --

Dated: 9/18/07

ATPAC,  
A CALIFORNIA CORPORATION

By: Kirk Weir  
Kirk Weir  
President  
"Contractor"

By: Linda MacLam  
Corporate Secretary

Dated: 9-17-07

COPY

**PROGRAM LICENSE AND MAINTENANCE AGREEMENT**

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**El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention, William Schultz  
(916) 621-5494 / (916) 621-2147 / Fax**

as

**Licensee**

and

***AtPac***

**16700 Iola Way  
Grass Valley, California 95949  
Attention James P. Maclam  
(916) 272-0596 / (916) 272-5098 / Fax**

as

**Licensor**

---

**Recitals**

Whereas, it is the desire of the Licensee to acquire a Clerk-Recorder Imaging Information System [*CRIS*<sup>™</sup>] license, (the package) from Licensor, and

Whereas, it is the desire of Licensor to provide the *CRIS*<sup>™</sup> license to Licensee according to the terms and conditions set forth in this Agreement, and

Whereas, it is the understanding of the parties that Licensor is providing, for a fee, the *CRIS*<sup>™</sup> licensed software in combination with other products to meet the stated needs of the Licensee.

Now therefore, the parties mutually agree as follows:

**1. License.**

**1.1 Type; Fees.**

The Parties hereby agree that Licensor shall grant a non-transferable and non-exclusive license to Licensee under the terms and conditions stated below. Licensee shall pay to Licensor a fee for the license rights and obligations defined in this Agreement. All fees for this license and other products and services are described in Attachment A of this Agreement.

**1.2 Package.**

This license shall apply to the Licensor's functional description of the software products and services listed in Attachment A of this Agreement, in any form or medium, and all associated or related documentation and materials whether supplied as part of the license or as part of a bid or other proposal document (package). The package shall at all times be proprietary to the Licensor. No transfer of title or property vis-a-vis the package is intended by this Agreement.

### **1.3 Acceptance; Termination.**

This license becomes effective when signed by the Licensor and certified by the Licensee. Licensee may terminate the license granted by this Agreement upon 60 days prior written notice to Licensor. Licensor may terminate the license granted by this Agreement in the event the Licensee fails to comply with any of the terms and, or conditions of this Agreement upon 60 days prior written notice.

### **1.4 Package Use.**

The package may only be used, on and in connection with central processing unit(s) (System) located at:

**360 Fair Lane, Placerville, California 95667**

or as they may be from time-to-time moved with the Licensee operations.

Identification of the central processing unit(s) is included in **Attachment A**.

Unless otherwise identified in this License Agreement or its attachments, a separate license is required for each computer system upon which the package will be used.

## **2. Terms and Conditions**

### **2.1 Definitions.**

This Agreement incorporates by reference the standard definitions of the computer industry established by trade usage or custom to the extent such standard definitions do not contradict the definitions provided in this Agreement.

### **2.2 Proprietary Rights; Non-disclosure.**

Licensor, the originator of the package (products), retains title to the package. Licensee acknowledges that the package (software programs, scripts, macros, documentation, user manuals, help files, and other materials) supplied by Licensor to Licensee are subject to the proprietary rights of Licensor, are trade secrets of Licensor and are protected by civil and criminal law. Licensee will use its best efforts to carefully and continuously protect the confidentiality of said trade secrets and will not release or disclose them to third parties. At the option of Licensor and to the extent allowed by law, the Licensee will have its employees, agents, officers, and, or sub-contractors execute non-disclosure agreements for the protection of Licensor's intellectual property.

### **2.3 Notice Of Rights.**

Licensee shall reproduce and include the entire notice of proprietary rights of Licensor on all copies of the package( as identified in Attachment A to this Agreement) in any form, in whole or in part. Said copies shall only be made as expressly provided by this Agreement.

### **2.4 Notice Of Unauthorized Use.**

Licensee shall notify Licensor immediately of known or suspected unauthorized use, access, or possession of the package or any part thereof. Licensee shall assist Licensor in the protection of its proprietary rights by permitting representatives of Licensor to inspect at all reasonable times any location at which package is used or kept, or may be located or kept.

### **2.5 Reproduction.**

Unless otherwise provided in writing, all documentation provided to the Licensee per this Agreement may not be reproduced by Licensee. Additional copies of user documentation may be obtained from Licensor. Documentation shall only be given to employees, for internal use, subject to all the terms and conditions of this Agreement.



## **2.6 Copies; Audit.**

Any licensed programs which are provided in machine readable form may be copied, in whole or in part, in printed machine readable form in sufficient number for use by the Licensee with the designated central processing unit, for backup purposes, or archive purposes, provided however, that no more than three (3) printed copies will be under any license at any one time without the prior written consent of Licensor. The Licensee agrees to maintain appropriate records of the number and locations of copies of the licensed package. The original, and any copies of the Licensed package, in whole or in part, which are made by the Licensee shall be the property of Licensor. This does not imply that Licensor owns the media on which the licensed package are recorded. Licensee agrees to make its facilities available upon written notice for inspection and audit at the cost of Licensor for determination of the number of copies and, or license locations.

## **2.7 Default.**

Failure to comply with any provisions of this Agreement shall be cause for default and termination. Upon such termination any and all fees shall become immediately due and payable.

## **2.8 Duty Upon Termination.**

Upon expiration or termination of this Agreement, Licensee will return the package to Licensor and all materials of a confidential and, or proprietary nature, as well as any and all copies of the same, and all property (tangible or intangible) belonging to Licensor; or, will certify to Licensor in writing through the best efforts of Licensee; and to the best of Licensee's knowledge, the original and all copies, in whole or in part, in any form, of the package received under the terms of this Agreement or made in connection with this Agreement have been destroyed, except that, upon prior written authorization from Licensor, the Licensee may retain a copy for archive purposes.

## **2.9 Liens.**

Licensee shall keep each and every item to which Licensor retains title free and clear of all claims, liens and encumbrances except those of Licensor, and any act of Licensee, voluntary or involuntary, purporting to create a claim of law or encumbrance on such an item shall be void.

## **2.10 Insolvency.**

If Licensee ceases conducting business in the normal manner, becomes insolvent, either voluntarily or involuntarily, undertakes or becomes subject to any laws relating to bankruptcy, insolvency, or protection of creditors, this Agreement shall terminate, except for these items covered by Section(s) 2.2, 2.3, 2.4, 2.6, 2.10, and any payment obligations covered by this Agreement. If such termination occurs, each party shall return to the other all confidential, proprietary, and other property (tangible or intangible). Except that Licensee shall retain the right to use the subject of this license for the then unexpired term of the license.

## **2.11 Notice.**

All notices, request, demands and other communications called for or contemplated in this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered, or four(4) days after being mailed (the date of the mailing shall count as the first day) by United States certified or registered mail, postage prepaid, addressed to the appropriate party at the first above mentioned address or such other address as the parties may designate by written notice in the manner described above.

## **2.12 Assignability.**

This Agreement and any of the licensed materials, products, and any and all related materials to which it applies may not be assigned, sub-licensed or otherwise transferred by the Licensee. Any attempt by the

Licensee to assign any of its rights, duties, or obligations of this Agreement, or any of the Licensor's package or materials to which this Agreement applies are void.

### **2.13 Taxes.**

Licensee is responsible for the payment of any and all taxes or other governmental charges resulting from this license and, or use of the package, including but not limited to sales taxes, excise taxes, permit fees, governmental license fees, and other such governmental charges associated with the license of the Licensor's materials.

### **2.14 Delays.**

Licensor shall not be liable for any damages or penalty for delay in delivery or non-performance on its part, when such results from cause beyond the control of Licensor, including but not limited to delays in transportation.

### **2.15 Arbitration.**

Deleted by agreement of the parties.

### **2.16 Attorney's Fees.**

If any legal claim or arbitration is brought or commenced by either party to this Agreement against the other for the enforcement of this Agreement or because of an alleged dispute, breach or default under this Agreement, the prevailing party shall be entitled to recovery of reasonable attorney's fees and other cost in such action in addition to all other relief to which said party may be entitled.

### **2.17 Injunctive Relief.**

If the Licensee attempts to use, copy, license or convey the items supplied by the Licensor under the terms and conditions of this Agreement, in a manner contrary to this Agreement or the terms of any collateral Agreement, or in derogation of the Licensor's proprietary rights, whether these rights are explicitly stated in this Agreement or are determined by law, Licensor shall have, in addition to any other remedies available to it, the right to injunctive relief enjoining such action. Licensee acknowledges that the Licensor's other remedies are inadequate.

### **2.18 Warranty.**

Licensee acknowledges the complexity and interrelationship of each of the component parts comprising the package and agrees that the sole liability of the Licensor to the Licensee, and Licensee's exclusive remedy against the Licensor for any inherent defects in the package shall be limited to the Licensor providing adequate programming services to correct any such inherent defect, as Licensor deems necessary or appropriate, upon 30 days written notice.

**LICENSOR MAKES NO WARRANTY, WHETHER EXPRESSED OR IMPLIED, OR WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE PACKAGE. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN THIS PARAGRAPH THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE PACKAGE AND, OR EACH OF THE COMPONENT PARTS, AS IT OR THEY CURRENTLY EXIST OR MAY BE MODIFIED OR SUPPLEMENTED IN THE FUTURE, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN ELIMINATED BY AGREEMENT OF THE PARTIES HERETO. EXCEPT AS PROVIDED IN THE FIRST SENTENCE OF THIS PARAGRAPH LICENSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE USE OR MAINTENANCE OF THE**

PACKAGE, OR ANY OF ITS COMPONENT PARTS, AND IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INCIDENTAL AND, OR CONSEQUENTIAL DAMAGES.

LICENSOR'S WARRANTY HEREUNDER SHALL BE VOID IF THE PACKAGE HAS BEEN SUBJECT TO ABUSE, MISUSE, ACCIDENT, ALTERATION, NEGLIGENCE, UNAUTHORIZED REPAIR OR INSTALLATION BY LICENSEE.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE STATED LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

### **2.19 Waiver.**

No rights shall be waived, and no breach excused, unless the waiving or consenting party gives notice in writing. Any such waiver or consent does not constitute waiver or consent with respect to any other act or omission.

### **2.20 Limitations of Actions.**

No action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause has arisen.

### **2.21 Integration.**

This Agreement, and Attachments "A" and "B" hereto constitute the entire agreement between the parties with respect to the subject matter; all prior or contemporaneous negotiations, agreements, representations, statements and undertakings with respect to this subject matter are hereby superseded. This Agreement may not be modified except by a writing signed by the Licensor and Licensee.

### **2.22 Governing Law.**

This Agreement shall be governed by the laws of the State of California. If any part of this Agreement is found to be illegal or unenforceable, that part alone shall be deemed stricken; the remainder of the Agreement will still be in full force and effect.

### **2.23 Acknowledgment.**

Each party signing this Agreement has full power and authority to do so. Each party acknowledges that is has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the year and date below-  
indicated in the County of Nevada, State of California.

**Licensee**

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention, William Schultz  
(916) 621-5494 / (916) 621-2147 / Fax

*William Schultz*  
\_\_\_\_\_  
William Schultz, Recorder-Clerk

9/12/02  
\_\_\_\_\_  
Date

Approved as to Form:

By *Rudolph Linn*  
\_\_\_\_\_

9-27-02  
\_\_\_\_\_  
Date

~~Deputy County Counsel:~~  
PRINCIPAL LEGAL ANALYST

Approved: *David A. Solano*  
\_\_\_\_\_

David A. Solano, Chairman,  
Board of Supervisors

*September 24, 2002*  
\_\_\_\_\_

ATTEST: DIXIE L. FOOTE, Clerk  
of the Board of Supervisors

**Licensors**

AtPac  
16700 Iola Way  
Grass Valley, California 95949  
Attention James P. Maclam  
(916) 272-0596  
(916) 272-5998 / Fax

*James P. Maclam*  
\_\_\_\_\_

James P. Maclam, as President

By *Margaret Moody*  
DEPUTY  
9-24-02

7/1/2002  
\_\_\_\_\_  
Date

**ATTACHMENT A**  
**CRIs™ LICENSE AGREEMENT**

Effective Date: October 1, 2002

This is an identified attachment to the *CRIs™* License Agreement (License) by and between

**Licensee:**

El Dorado County  
 Recorder-Clerk  
 360 Fair Lane  
 Placerville, California 95667  
 Attention: William Schultz  
 (530) 621-5494 / (530) 621-2147 (fax)

**Licensor:**

*AcPac*  
 10113 Alta Sierra Drive  
 Suite 102  
 Grass Valley, California 95949  
 Attention: James P. Maclam  
 (800) 845-7518 / (530) 272-0598 (fax)

**1. Term.**

The term of the License shall be five (5) calendar years from the date of the License unless otherwise terminated by the terms of the License, mutual written agreement of the parties, intentional act of the Licensee to not appropriate funds for the License from year-to-year.

**2. Fees. Annual Fee(s).**

The annual Support fee shall be as follows:

Software Product (Support)	Annual Maint. Cost	Sales Tax	Total
CRIs™ (Site)	\$10,000.00	\$750.00	\$10,750.00
CQCS License Fee	\$2,265.00	169.88	\$2,434.88

Additional identified service fees shall be as follows:

Additional Service	Hours	Rate/Hour	Extended Cost	Travel/Living Expense	Sales Tax	Total
Travel and Per Diems	0	135.00	0		0	0.00
On-Site Training	0	135.00	0	0	0	0.00
Analysis/Consulting	0	135.00	0	0	0	0.00
Conversion	0	135.00	0	0	0	0.00

**Service Fees, File Conversion, File Recovery, Implementation, Training, and Other Fees.** Service fees, unidentified file conversions, unidentified implementations, installation, training and other fees are provided on an invoiced basis. These fee amounts shall be identified in the License Service Orders, which shall be made a part of the Agreement. License Service Order invoices are due and payable when presented, unless otherwise stated on the Licensor's invoice. These fees shall be an hourly fee for services not otherwise defined at the rate of one hundred thirty-five dollars (\$135.00) per man hour. Materials are invoiced at cost plus eighteen

percent (18%). All fees are exclusive of any and all sales taxes, business license, and permit fees.

**3. Computer Serial Number & Identification.**

CRUs™ is licensed to run on the computer central processing unit(s) with a serial number(s) of

TBD

and is/are generally known as

RecorderSystem

The operating system(s) on the CPU(s) is/are

- 1. Unix operating system from Santa Cruz Operations, and

The number of available user ports/nodes on the CPU/Network is

sixteen (16)

**4. CRUs™ Products & Services Functional Descriptions**

For the below-identified included modules *AcPac* provides the following services:

- **Telephonic** response to initial problem or procedural call from Licensee shall be within one (1) hour of notification to Licensor office or Licensor on-call personnel.
- **Dial-in** modem problem and procedural support from Licensor personnel shall be provided to Licensee identified computer(s).
- **Electronic** problem reporting shall be from the application software module *CRUs* CSR.
- Licensor and Licensee personnel shall coordinate **problem escalation** from initial telephone and dial-in support to on-site support. Fees for on-site support shall be determined prior to the dispatch of Licensor personnel and agreed to by authorized representatives of both parties.
- **Revisions and Releases** of *CRUs*™ application software will be coordinated between Licensor and Licensee personnel. The procedure for such revisions and releases as they occur from time-to-time shall be for the initial implementation in the identified "test" system with implementation into the "production" system as agreed to by the parties.
- **Training** shall be provided, for the identified fees, at the Licensor training facilities or at Licensee site, as agreed to by Licensor and Licensee, from time-to-time.
- **Custom programming and consulting** services shall be provided for the Licensee, for the fees indicated, and as agreed to by the Licensor and Licensee, in writing, from time-to-time.

*CRUs*™ software modules, materials and services included with this License:

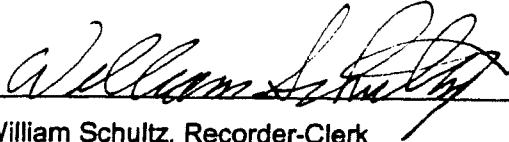
- CQCS Database Software Lic. Maint
- Cashiering *CRUs*™
- PC Terminal Emulation (CQCS)
- Vital Records *CRUs*™
- Real Property Records *CRUs*™
- Imaging *CRUs*™

**Executed:**

This Attachment A to the CRUs™ License Agreement is executed on the dates indicated by the below named parties, in Nevada County, California.

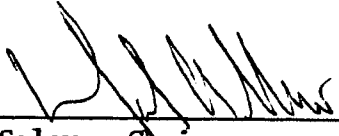
**Licensee**

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placeville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)

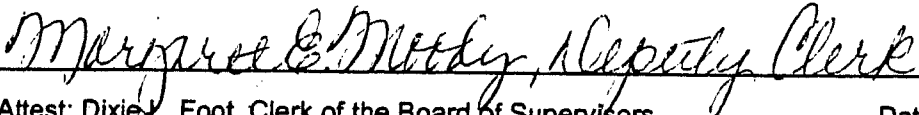
  
\_\_\_\_\_  
William Schultz, Recorder-Clerk  
Contract Administrator

9/12/2002  
\_\_\_\_\_  
Date

**Approved:**

  
\_\_\_\_\_  
David A. Solaro, Chairman  
Board of Supervisors, "Licensee"

September 24, 2002  
\_\_\_\_\_  
Date

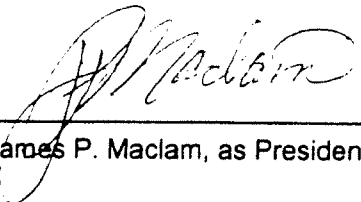
  
\_\_\_\_\_  
Margaret E. Moody, Deputy Clerk

September 24, 2002  
\_\_\_\_\_  
Date

Attest: Dixie L. Foot, Clerk of the Board of Supervisors

**Licensors**

*AtPac*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
(800) 845-7518 / (530) 272-0598 (fax)

  
\_\_\_\_\_  
James P. Maclam, as President

7/11/2002  
\_\_\_\_\_  
Date

**ATTACHMENT B  
EL DORADO COUNTY INSURANCE REQUIREMENTS**

Effective Date: October 1, 2002

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This is an identified attachment to the *CRi*™ License Agreement (License) by and between

Licensee:

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)

Licensors:

*AlPac*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
Attention: James P. Maclarn  
(800) 845-7518 / (530) 272-0598 (fax)

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**Insurance:**

Licensors shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Licensors maintain insurance that meets the following requirements:

- 1.1 Full Workers' Compensation and Employers' Liability Insurance covering all employees of Licensors as required by law in the State of California.
- 1.2 Commercial General Liability Insurance of not less than \$500,000.00 (five hundred thousand dollars) combined single limit per occurrence for bodily injury and property damage.
- 1.3 Automobile Liability Insurance of not less than \$500,000.00 (five hundred thousand dollars) is required in the event motor vehicles are used by the Licensors in the performance of the Agreement.
- 1.4 In the event Licensors is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 (one million dollars) per occurrence. For the purposes hereof, Professional Liability is not required.
- 1.5 Licensors shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.



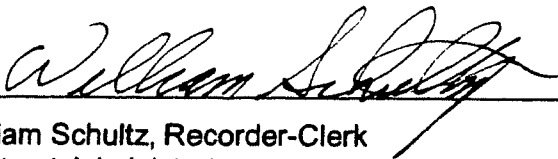
- 1.6 The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- 1.7 Licensors agree that the insurance required above shall be in effect at all times during the term of this Agreement, in the event said insurance coverage expires at any time or times during the term of this Agreement, Licensors agree to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Licensors agree that no work or services shall be performed prior to the giving of such approval. In the event the Licensors fail to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- 1.8 The certificate of insurance must include the following provisions stating that:
  - 1.8.1 The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  - 1.8.2 The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
- 1.9 The Licensors' insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials employees and volunteers shall be excess of the Licensors' insurance and shall not contribute with it.
- 1.10 Any deductibles or self-insured retentions must be declared to and approved by the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the County, its officers, officials, employees and volunteers; or the Licensors shall produce a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 1.11 Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- 1.12 The insurance companies shall have no recourse against the County of El Dorado, its officers, officials, employees or volunteers for payment of any premiums or assessments under any policy issued by any insurance company.
- 1.13 Licensors' obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- 1.14 In the event Licensors cannot provide an occurrence policy, Licensors shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- 1.15 Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

**Executed:**

This Attachment B to the CRUs™ License Agreement is executed on the dates indicated by the below named parties, in Nevada County, California.

**Licensee**

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)



William Schultz, Recorder-Clerk  
Contract Administrator

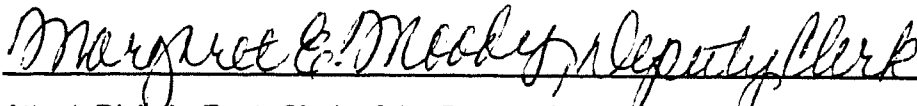
9/12/2002  
Date

**Approved:**



David A. Solaro, Chairman  
Board of Supervisors, "Licensee"

September 24, 2002  
Date



Attest: Dixie L. Foot, Clerk of the Board of Supervisors

September 24, 2002  
Date

**Licensors**

AsPac  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
(800) 845-7518 / (530) 272-0598 (fax)



James P. Maclam, as President

7/1/2002  
Date

**ATTACHMENT C  
EL DORADO COUNTY YEAR 2000 COMPLIANCE**

**Effective Date: October 1, 2002**

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This is an identified attachment to the *CRU*<sup>TM</sup> License Agreement (License) by and between

**Licensee:**

**El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)**

**Licensors:**

*AlPac*  
**10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
Attention: James P. Maclam  
(800) 845-7518 / (530) 272-0598 (fax)**

---

**Year 2000 Compliance:**

Vendor agrees that hardware and software developed, distributed, installed, programmed or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data, if such hardware is previously certified by the Vendor for use with the licensed application.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate without using a four digit year.

Upon written notification by the County of any hardware or software failure to comply with ISO 9000 date format, Vendor will replace or correct the failing component with compliant hardware or software immediately, at no cost to the County, except in the event that the hardware or software has been augmented, modified, enhanced, or altered by the County.

**ADMINISTRATOR:** The County Officer with responsibility for administering this Agreement is William Schultz, Recorder-Clerk, or successor.

**ATTACHMENT D  
EL DORADO COUNTY FISCAL CONSIDERATIONS**

**Effective Date: July 01, 2002**

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This is an identified attachment to the *CRU*<sup>™</sup> License Agreement (License) by and between

**Licensee:**

**El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)**

**Licensor:**

*AlPac*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
Attention: James P. Maclam  
(800) 845-7518 / (530) 272-0598 (fax)

---

**Fiscal Considerations:**

The parties to this Agreement recognize and acknowledge that County is apolitical subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment for Recorder-Clerk systems. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

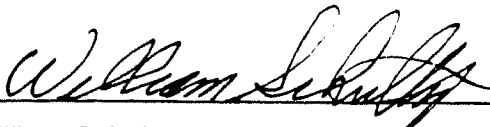
In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be cancelled in its entirety subject to payment for services performed prior to cancellation.

**Executed:**

This Attachment D to the CRU<sup>TM</sup> License Agreement is executed on the dates indicated by the below named parties, in Nevada County, California.

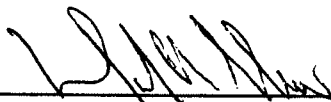
**Licensee**

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)

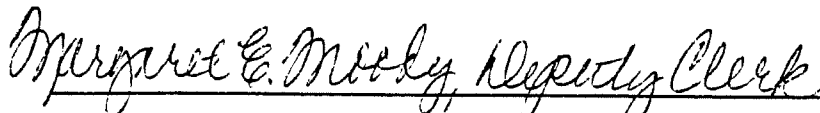
  
\_\_\_\_\_  
William Schultz, Recorder-Clerk  
Contract Administrator

*9/12/2002*  
\_\_\_\_\_  
Date

**Approved:**

  
\_\_\_\_\_  
David A. Solaro, Chairman  
Board of Supervisors, "Licensee"


*September 24, 2002*  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Attest: Dixie L. Foot, Clerk of the Board of Supervisors

*September 24, 2002*  
\_\_\_\_\_  
Date

**Licensor**

*At Pac*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
(800) 845-7518 / (530) 272-0598 (fax)

  
\_\_\_\_\_  
James P. Maclam, as President

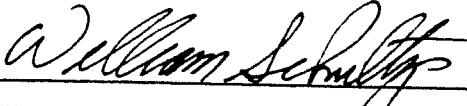
*7/11/2002*  
\_\_\_\_\_  
Date

**Executed:**

This Attachment C to the CRUs™ License Agreement is executed on the dates indicated by the below named parties, in Nevada County, California.

**Licensee**

El Dorado County  
Recorder-Clerk  
360 Fair Lane  
Placerville, California 95667  
Attention: William Schultz  
(530) 621-5494 / (530) 621-2147 (fax)



9/12/2002

William Schultz, Recorder-Clerk  
Contract Administrator

Date

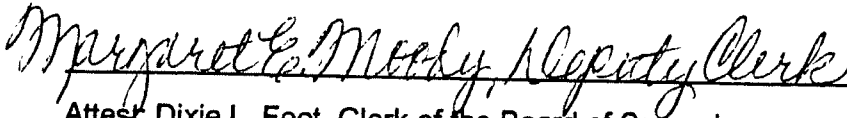
**Approved:**



September 24, 2002

David A. Solaro, Chairman  
Board of Supervisors, "Licensee"

Date



September 24, 2002

Attest: Dixie L. Foot, Clerk of the Board of Supervisors

Date

**Licenser**

*At Pac*  
10113 Alta Sierra Drive  
Suite 102  
Grass Valley, California 95949  
(800) 845-7518 / (530) 272-0598 (fax)



7/1/2002

James P. Maclam, as President

Date