

EL DORADO

COUNTY



TIM HOLCOMB ^{EDX}
ASSESSOR

MAIN OFFICE

360 FAIR LANE PLACERVILLE, CA 95667

TELEPHONE

PLACERVILLE (530) 621-5719 - S. LAKE TAHOE (530) 573-3422

FAX (530) 642-8148

October 17, 2003

Grant Mulligan
CD-DATA
7525 Mission Gorge Road, Suite 1
San Diego, California 92120

Dear Grant:

Enclosed is an original Database Information Sharing Agreement fully executed by El Dorado County. As instructed by our General Services Department, this letter provides written authorization by our department to proceed with the terms of the agreement.

Thank you very much for your assistance in formalizing our arrangement. We look forward to our continued relationship of doing business with you.

Sincerely,

A handwritten signature in blue ink that reads "Tim Holcomb".

Tim Holcomb
Assessor

TH:kjw
Enclosure – Original Executed Agreement



**COUNTY OF EL DORADO
GENERAL SERVICES DEPARTMENT
INTER-DEPARTMENT MEMORANDUM**

RECEIVED

OCT 16 2003

TO: Tim Holcomb, Assessor **EL DORADO COUNTY ASSESSOR**

FROM: Kim Law, General Services, Procurement & Contracts Division

DATE: October 14, 2003

SUBJECT: Agreement # 120-00411, - CD-DATA

Enclosed you will find one (1) original copy of the fully executed subject agreement. The original agreement should be forwarded to the Consultant with your department's authorization to proceed with services. In addition, please make a copy for your files and **forward a copy to the Auditor/Controllers.**

If you have any questions, please call me at Ext. 5830.

Thank you.

Enclosures

DATABASE INFORMATION SHARING AGREEMENT

1. This Agreement is entered into on the 17th day of October, 2003. Parties: The parties to this Database Information Sharing Agreement (*Agreement*) are the County of El Dorado (*County*) and CD-DATA, a California corporation (*CD-DATA*).
2. Recitals: CD-DATA is engaged in the business of providing the storage of data and digitized maps into a highly compact form. The County, by and through the office of its Assessor, is interested in obtaining storage of the public information kept by the Assessor's Office in the CD format. Upon the terms and conditions set forth below, CD-DATA is willing to convert the data presently kept in magnetic tape and map form by the Assessor to CD, and to provide the Assessor's Office monthly upgrades of such data in CD form. CD-DATA shall have the non-exclusive right to market and sell such data to the public. Now, therefore the parties agree as follows:
3. Obligations of CD-DATA: CD-DATA agrees, without charge to the Assessor's Office, on a monthly basis, upon receipt of data from the Assessor's Office, to produce a set of CD-ROM discs containing such data and to provide such discs to the Assessor's Office within 15 days after receipt of data from the Assessor's Office. CD-DATA shall use due diligence to ensure the accuracy of the transfer of the data to the CD-ROM discs. CD-DATA shall provide, at a minimum, six windows version CDs, two DOS CD versions, and two "frozen" roll versions as its contractual obligation to process a "set" of CD-ROM discs referred to above.
4. Obligations of the Assessor's Office: The Assessor's Office shall provide CD-DATA monthly electronic or magnetic copies of the Assessor's public database files and 11" x 17" copies of the Assessor's maps, which will be used by CD-DATA. CD-DATA shall return the magnetic tapes to the Assessor's Office after processing them.
5. Right of CD-DATA to Disseminate Data: CD-DATA shall have the right, on a non-exclusive basis, to market the information provided by the Assessor's Office. It is further agreed that a portion of the revenue generated from the sale of data and maps supplied by the county shall be paid to the Assessor's Office within 60 days of the end of the calendar year. This portion is to be calculated on the following tiered basis: The sum total of twenty percent (20%) of the first \$100,000 in gross annual revenue, plus forty percent (40%) of the second \$100,000 in gross annual revenue, plus fifty percent (50%) of all gross annual revenues above \$200,000 generated from the sale of maps, online data sales, and other information supplied by the Assessor's Office. In no event shall the Assessor's Office be obligated to make payments of any amount to CD-DATA under the terms of this agreement.
6. Disclaimer of Partnership or Agency: It is understood and agreed that neither the County nor the Assessor's Office, nor any of their respective employees, is in a relationship of partnership or agency with CD-DATA. CD-DATA is an independent contractor and is not an officer, agent, or employee of either the Assessor's Office or the County. CD-DATA agrees to carry and maintain in force at all times general liability insurance, naming the County as an additional insured on the policy.

7. Term of Agreement: The term of the agreement shall be for one (1) year, commencing on the date it is executed. After the initial one-year term, this agreement shall be automatically renewed annually for periods of one additional year unless either party provides to the other, in writing, a notice of non-renewal 90 calendar days prior to the expiration of the current annual period.
8. Notices: All notices given pursuant to this agreement shall be in writing and shall be addressed as follows:

Tim Holcomb
County of El Dorado
360 Fair Lane
Placerville, CA 95667

Grant Mulligan
CD-DATA
7525 Mission Gorge Road, Suite I
San Diego, CA 92120

Either party may, by written notice given to the other, change its mailing address.

9. All revenue received by the Assessor's Office pursuant to this agreement is revenue as defined in Revenue and Taxation Code section 408.3. Said revenue shall be placed in the Assessor's Trust Fund designated for the support, maintenance, improvements, and provision for the Assessor for the creation, retention, automation, and retrieval of assessor information and expended solely by the Assessor for those purposes.
10. Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:
 - A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
 - B. Commercial General Liability Insurance of not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
 - C. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
 - D. 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.
 - E. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least 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 the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Risk Management Division and

contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor fails 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 contract upon the occurrence of such event.

- F. The certificate of insurance must include the following provisions stating that:
 - a. The insurer will not cancel the insured's coverage without 30 day prior written notice to the County; and
 - b. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this contract are concerned. This provision shall apply to all liability policies except workers' compensation.
 - G. The contractor's 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 or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - H. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - I. 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.
 - J. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
 - K. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
11. **Administrator: The County officer with responsibility for administering this Agreement is Tim Holcomb, Assessor, or successor.**

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written below

Dated: 10/7/03
EL DORADO COUNTY
COUNTY

9-15-03
CD-DATA, Inc.

By: *Heleen K. Baumann*
Chairman, Board of Supervisors
HELEN K. BAUMANN

By: *Grant Mulligan*
Grant Mulligan, President

By: *Gina Mulligan*
Corporate Secretary

APPROVED AS TO FORM:

Louis B. Green, County Counsel

By: *Thomas R. Parker*, Dep. Co. Counsel

ATTEST:

Dixie L. Foote, Clerk of the Board of the El Dorado County Board of Supervisors

By: *Margaret G. Moody*
Deputy Clerk

10/7/03