

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



Contract Number  
24-1046

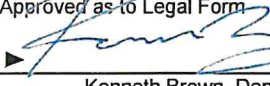

SAP Number  
N/A

### Assessor-Recorder-County Clerk

<b>Department Contract Representative</b>	<u>Abril Duran, Chief Appraiser</u>
<b>Telephone Number</b>	<u>(909) 382-3202</u>
<b>Contractor</b>	<u>J.D. Power</u>
<b>Contractor Representative</b>	<u>Julianne Boyer</u>
<b>Telephone Number</b>	<u>(714) 619-0780</u>
<b>Contract Term</b>	<u>December 1, 2024, through November 30, 2025</u>
<b>Original Contract Amount</b>	<u>\$1,487.50</u>
<b>Amendment Amount</b>	<u>N/A</u>
<b>Total Contract Amount</b>	<u>\$1,487.50</u>
<b>Cost Center</b>	<u>3111001000</u>
<b>Grant Number (if applicable)</b>	<u>N/A</u>

**Briefly describe the general nature of the contract:** *This license and services agreement provides subscription to J.D. Power for seven Manufactured Homes CONNECT licenses to access online appraisal data for a period of one-year from December 1, 2024, through November 30, 2025.*

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
		
Kenneth Brown, Deputy County Counsel		Chris Wilhite, Assessor-Recorder-County Clerk
Date <u>10/22/24</u>	Date _____	Date <u>10-24-2024</u>

## License and Services Agreement

This License and Services Agreement (“Agreement”) is entered into as of December 1, 2024 (“Effective Date”), by and between San Bernardino County, a political subdivision organized and existing under the constitution and the laws of the State of California, with its principal place of business at 222 West Hospitality Lane, San Bernardino California 94215 (“Licensee”), and J.D. Power, a Delaware corporation, having an office and place of business at 320 E. Big Beaver Road Suite 500, Troy, MI 48083 (“JDP”).

If signed below, this Agreement grants to Licensee a license to access JDP’s manufactured homes valuation information from the business-to-business section of the <https://www.jdpowerconnect.com> website, subject to the terms and conditions stated herein.

### 1. DEFINITIONS. As used in this Agreement:

- 1.1 “Licensee” means you, your company, business, or organization, as entered on the <https://www.jdpowerconnect.com> customer registration page.
- 1.2 “Customized Products” means the data categories and valuation block sizes Licensee selects as specified in Licensee’s final J.D. Power b2b shopping cart at the time of check out, and the total price stated in the shopping cart for those selections. The Customized Products are incorporated into and made a part of this Agreement.
- 1.3 “Licensed Data” means copyrighted manufactured home valuation data and other data owned by J.D. Power (“JDP”), including proprietary data supplied by third parties, that JDP makes available to Licensee through the JDP CONNECT website, as specified within the Customized Products.

### 2. LICENSE.

- 2.1 Authorized Use. JDP grants to Licensee a non-exclusive, non-transferable license in the fifty (50) states of the United States of America to receive the Licensed Data from the <https://www.jdpowerconnect.com> website, and to use in the fifty (50) states of the United States of America this data for Licensee’s own internal purposes in Licensee’s regular business, in accordance with all terms and conditions of this Agreement.
- 2.2 Restrictions. Licensee must not:
  - a) extract, scrape, transfer, store, or cause or allow anyone else to extract, scrape, transfer, or store Licensed Data or data derived from Licensed Data, electronically or otherwise; provided that, Licensee may print copies of reports generated by Licensed Data product;
  - b) share, sell, rent, lease, sublicense, or otherwise supply access to Licensed Data or the Licensed Data login or any Licensed Data to any other party who is not authorized by this Agreement to use the Licensed Data;
  - c) market, resell, sublicense, publish, distribute, or otherwise disseminate the Licensed Data, or use the Licensed Data in the operation of a service bureau;
  - d) work around, deactivate, disable, or make unworkable, any of the technical or other limitations placed into the Licensed Data;
  - e) modify, delete, or obscure any copyright notices or labels on or in Licensed Data;
  - f) brand the Licensed Data, including any data taken or derived from Licensed Data, as your own or declare your own copyright on Licensed Data;
  - g) reverse engineer, disassemble, or create derivative works based on the Licensed Data;

- h) imply that Licensed Data endorses your own work or use any Licensed Data or other titles, trademarks, labels, or logos owned or licensed by JDP in your own titles, products names, service names, or domain names;
- i) integrate Licensed Data within another application without the express written permission of JDP, or incorporate Licensed Data as a window within another application.

**3. TERM.**

The TERM of this Agreement begins on the date JDP receives full payment from Licensee of the total amount due as specified for the Customized Products. The Term will continue for a period of one year, or until Licensee exhausts its block(s) of valuations as specified in the Customized Products, whichever occurs first.

**4. ACCESS TO Licensed Data.**

After Licensee has accepted this Agreement and JDP has received payment in full from Licensee of the amount specified for the Customized Products, Licensee and its authorized users will have access, via the <https://www.idpowerconnect.com> website, to the Licensed Data as specified in the Customized Products.

**5. LIMITED WARRANTY.**

5.1 JDP warrants that the Licensed Data is as current and complete as may be achieved using the source data and editorial methods normally employed by JDP and the National Appraisal Guides Company in the ordinary course of their businesses of preparing manufactured home values.

5.2 EXCEPT AS SPECIFICALLY PROVIDED IN SUBPARAGRAPH 5.1, J.D. POWER AND ITS LICENSORS PROVIDE THE LICENSED PRODUCT AS IS AND HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE LICENSED DATA OR THE RESULTS TO BE OBTAINED FROM THE USE THEREOF, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

6. Licensee WARRANTY. Licensee warrants that the person accepting this Agreement has authority to bind Licensee to all terms and conditions of this Agreement.

7. TRADEMARKS. Nothing in this Agreement shall give Licensee any interest or license in any trademark, logo or trade name owned or licensed by JDP or any other party providing, displaying, or licensing data under this Agreement ("Trademarks"). Licensee agrees to refrain from using any Trademarks the express written approval of JDP.

**8. LIMITATION OF LIABILITY; INDEMNITY; INSURANCE.**

8.1 J.D. Power and Associates shall have no liability to Licensee for any damages resulting from any interruptions, delays, inadequacies, viruses, errors or omissions relating to the Licensed Products or from the loss of Licensee data or otherwise. IN NO EVENT SHALL J.D. POWER AND ASSOCIATES HAVE ANY LIABILITY, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, FOR LOST PROFITS OR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF J.D. POWER, EVEN IF J.D. POWER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, J.D. POWER'S MAXIMUM LIABILITY TO LICENSEE FOR ANY DAMAGES WITH RESPECT TO THE LICENSED PRODUCTS UNDER THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE TOTAL FEES PAID BY LICENSEE TO J.D. POWER UNDER THE

INVOICE FOR THE LICENSED PRODUCTS. THIS MAXIMUM LIABILITY SHALL NOT APPLY TO LIABILITY ARISING FROM JPD'S INDEMNITY OBLIGATIONS, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.

- 8.2 JDP agrees to indemnify, defend, and hold harmless Licensee and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of any third-party claim against Licensee that the Licensed Data, if used by Licensee in accordance with the terms of this Agreement, infringe any intellectual property right of a third party. In the event of such claim, Licensee will have the right to terminate this Agreement with respect to the allegedly infringing portion of the services by giving written notice to JDP and by refunding to Licensee the pro rata share of any prepaid charges relating to such infringing portion of the Services.
- 8.3 JDP agrees to maintain insurance set forth in accordance with the requirements herein. Without in anyway affecting the indemnity herein, JDP shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:  
Commercial/General Liability Insurance covering all operations performed by or on behalf of JDP providing coverage for bodily injury and property damage with a combined single limit of one million dollars (\$1,000,000), per occurrence. The policy coverage shall include: (a) premises operations and mobile equipment; (b) products and completed operations; (c) broad form property damage (including completed operations); (e) personal injury; (f) contractual liability; and (g) \$2,000,000 general aggregate limit.
9. PAYMENT. Licensee agrees to pay to JDP the full amount due as specified for the Customized Products within forty-five (45) days of Licensee's acceptance of the terms of this Agreement. Licensee agrees and understands that it will not be allowed access to Licensed Data until JDP receives payment in full. Licensee further agrees and understands that no refunds will be given following license activation.
10. Assignment may be made without Licensee's prior approval due to operation of law, corporate reorganization, consolidation, merger, or sale of all of its assets, provided that advance notice is given to Licensee.
11. GOVERNING LAW. This Agreement is construed and governed in accordance with the laws of the State of California, without regard to the conflicts of law rules of such state. Any dispute that arises under or relates to this Agreement (whether in contract, tort or both) commenced by either party shall be resolved in state or federal court in Ventura County, California, and the parties expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.
12. INTEGRATION AND SEVERANCE. This Agreement with its exhibits is the complete and exclusive agreement of the parties and supersedes all other communications, oral or written, between the parties relating to the Agreement's subject matter. Any change to this Agreement shall not be valid unless it is in writing and signed by both parties. The terms of any purchase order or other document issued by Licensee in conjunction with this Agreement shall be of no effect and shall not in any way extend or amend the terms and conditions of this Agreement unless those terms are expressly accepted in writing by both parties. A determination that any provision of this Agreement is invalid, illegal or unenforceable shall not affect the enforceability of any other provision. Licensee and JDP agree that each is an independent contractor of the other and neither shall represent to any third party that it is the agent or representative of the other. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be

deemed a waiver of any further right under this Agreement. This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

**San Bernardino County**

  
Signature

Dawn Rowe  
Printed Name

Chair, Board of Supervisors  
Title

NOV 05 2024  
Date

**J.D. Power**



**Lenny  
Sims**

Digitally signed by  
Lenny Sims  
Date: 2024.10.28  
10:46:19 -07'00'

Signature

Lenny Sims  
Printed Name

VP Business Dev/Strategy  
Title

10/28/24  
Date

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD  
LYNNA MONELL  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By 

Deputy



# J.D. POWER

J.D. POWER  
30870 Russell Ranch Road  
Suite 300  
Westlake Village CA 91362  
United States  
EIN: 95-2572471

## Invoice

Page Number 1 of 1  
Invoice Number ORDUS306333  
Date 12/1/2024  
Customer Number C00029752

BILL TO
RALPH ALCALA San Bernardino County Assr ADMIN 222 W HOSPITALITY LN San Bernardino CA 92415-0310 United States

SHIP TO
RALPH ALCALA San Bernardino County Assr ADMIN 222 W HOSPITALITY LN San Bernardino CA 92415-0310 United States

Invoice	Subscription Description	Purchase Order	Due Date	Terms
ORDUS306333	CONNMHused	No PO will be issued	12/1/2024	PrePay

Description	Qty	Unit Price	Subtotal
CONNMHused: 12/1/2024 - 11/30/2025	7	\$212.50	\$1,487.50
		Subtotal	\$1,487.50
		Tax	\$0.00
		<b>Total Due</b>	<b>\$1,487.50</b>

Please make sure to note your invoice **ORDUS306333** on your payment.  
Please ensure payment is made by **12/1/2024** to ensure prompt shipment.

Invoice: ORDUS306333	Date: 12/1/2024	Company: San Bernardino County Assr	Amount Due: \$1,487.50
----------------------	-----------------	-------------------------------------	------------------------

Please Remit Payment To:	
<b>Checks</b> Lockbox for mail: 33191 Collection Center Drive Chicago, IL 60693-0331	<b>Electronic/Wire Transfer</b> ACH routing: 122-000-661 Wire routing: 026-009-593 Account: 81888-94607

For questions regarding this invoice or changes to your account information, please contact customer service at 800-544-6232 or email [valuation.support@jdpa.com](mailto:valuation.support@jdpa.com)