

## DATABASE INFORMATION AGREEMENT

This Agreement is entered into by and between the County of Santa Barbara, a political subdivision of the State of California, through its Assessor's Office (hereinafter, "County") and ParcelQuest, a California corporation (hereinafter, "ParcelQuest").

### RECITALS:

1. ParcelQuest is engaged in the business of acquiring, compiling, arranging, selecting, formatting and distributing for a fee, land records and other data ("Data"), and maps and other images ("Maps"), in electronic form. ParcelQuest sells licensed subscriptions to such Data and Maps in conjunction with data management programs, such as ParcelQuest, which is available in various formats including compact disc and via the ParcelQuest website.

2. The County, by and through the office of the County Assessor ("Assessor's Office") is interested in accessing the Data and Maps for Santa Barbara County (hereinafter, "the County Area"). Further, the County is interested in receiving access to, and ParcelQuest is interested in providing access to, Data and Maps for all counties in California.

3. This Agreement replaces any previous database information agreements between the County and ParcelQuest.

4. Upon the terms and conditions set forth below, ParcelQuest is willing to provide the County with access to Data and Maps for the County Area and to pay the County a fee via the Assessor's Office based on ParcelQuest sales and/or licensing of Data and Maps for the County Area, in exchange for the Assessor's Office providing ParcelQuest with public assessor records and parcel maps created and maintained by the Assessor's Office in the format created by the Assessor's Office ("assessor records").

### TERMS AND CONDITIONS:

1. **Obligations of ParcelQuest:** ParcelQuest agrees, without charge to the County, on an approximately monthly basis and upon receipt of records from the County, to update ParcelQuest's Data and Maps and to provide the County with access to the Data and Maps for the County Area as well as the data for all California counties via ParcelQuest data management software, such as ParcelQuest. ParcelQuest shall use due diligence in compiling, arranging, selecting and formatting the Data. Access to the Data and Maps under this Agreement shall be solely for the use by the Assessor's Office. The County assumes no liability or responsibility for improper use of such Data or Maps by other public agencies.

2. **Obligations of Assessor's Office:** At a minimum, the Assessor's Office shall provide ParcelQuest with public records including assessor records and original scale copies of parcel maps on a regular basis not less than monthly, and may provide additional records and/or records at an increased frequency at Assessor's Office discretion.

3. **Right of ParcelQuest to Disseminate Data and Maps:** Nothing in this Agreement shall be construed as limiting or in any way affecting ParcelQuest's right to sell, distribute and/or license the Data and Maps, in conjunction with data management software or as raw data, to third parties subject to terms and conditions determined solely by ParcelQuest. A portion of the revenue generated from the sale and/or licensing of Data and Maps for the County Area shall be paid by ParcelQuest to the County via the Assessor's Office within 60 days of the end of the calendar year. This payment is to be calculated on the following tiered basis: The sum total amount 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 and/or licensing of Data and Maps for the County Area. This payment shall be made for only as long as the Assessor's Office provides assessor records and parcel maps to ParcelQuest as specified in Section 2, above.

4. **Rights of the County to Disseminate public information:** Nothing in this Agreement shall be construed as limiting or in any way affecting the County's duty to provide copies of certain public records under the Public Records Act, nor the County's right to provide information and records to the public in any form it wishes, including but not limited to electronic media. The County may also at any time create and distribute its own electronic records, maps, and other information, including but not limited to the dissemination of such materials through the internet. The County may also enter into agreements with other vendors of land records data under similar or different terms. The County assumes no liability or responsibility for misuse of ParcelQuest's Data or Maps by anyone other than duly-authorized employees, officers, or agents of the County. However, the County understands and agrees that the ParcelQuest product, any other data management software provided by ParcelQuest, the Data, and the Maps, are not public records and may not be distributed to the public, and are protected by United States Copyright laws prohibiting the sale, duplication, sublicensing, transfer, or any other form of exploitation, without the written permission of ParcelQuest, and that County's access to and use of ParcelQuest, any other data management software provided by ParcelQuest, the Data, and the Maps, are subject to the terms of the license as expressed herein. Upon the termination or expiration of this Agreement, the protections afforded ParcelQuest to its ParcelQuest product, any other data management software provided by ParcelQuest, the Data, and the Maps, by copyright laws and the terms of this Agreement, shall remain in full force and effect. Any and all implied product warranties are disclaimed unless expressed herein

5. **County Not Liable for Charges Incurred by ParcelQuest:** The County shall have no liability for charges made or incurred by ParcelQuest for compilation, arranging, selecting, formatting or distribution of information taken from records provided to ParcelQuest by the County, or digitizing and processing maps, including any person, agent, employee or contractor into whose custody the records are delivered by the County. All such charges shall be the responsibility of ParcelQuest.

6. **Public Records to be Provided by Assessor's Office:** This Agreement is contingent upon the Assessor's Office providing public assessor records and parcel maps to ParcelQuest as specified in Section 2, above. In the event the Assessor's Office ceases to provide public assessor records and parcel maps to ParcelQuest, ParcelQuest, at its sole election, may discontinue access of the Assessor's Office to ParcelQuest, Data and Maps, and immediately cease all payments to County.



7. **Disclaimer of Partnership or Agency:** It is understood and agreed that neither the County, nor any of its employees, is in a relationship of partnership or agency with ParcelQuest. ParcelQuest is an independent contractor and is not an officer, agent, or employee of the County. ParcelQuest shall defend, indemnify, and hold the County harmless for any claims, losses, or damages incurred by the County as a result of ParcelQuest's use of records and maps provided by the County under this Agreement as provided in paragraph 8 herein.

8. **Indemnity:** ParcelQuest agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by County on account of any claim except where such indemnification is prohibited by law. ParcelQuest's indemnification obligation applies to County's active as well as passive negligence but does not apply to County's sole negligence or willful misconduct. ParcelQuest shall notify County immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

9. **Insurance:** ParcelQuest shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by ParcelQuest, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance - Coverage shall be at least as broad as:

- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- (2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if ParcelQuest has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- (3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (4) Professional Liability (Errors and Omissions) Insurance appropriate to ParcelQuest's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) Additional Insured – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of ParcelQuest including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to ParcelQuest’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 2010 and CG 20 37 if a later edition is used).
- (2) Primary Coverage – For any claims related to this Agreement, ParcelQuest’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of ParcelQuest’s insurance and shall not contribute with it.
- (3) Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (4) Waiver of Subrogation Rights – ParcelQuest hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said ParcelQuest may acquire against the County by virtue of the payment of any loss under such insurance. ParcelQuest agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (5) Deductibles and Self-Insured Retention – Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require ParcelQuest to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- (6) Acceptability of Insurers – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A-VII”.
- (7) Verification of Coverage – ParcelQuest shall furnish the County with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive ParcelQuest’s obligation to provide them. ParcelQuest shall furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



- (8) Failure to Procure Coverage – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement.
- (9) Subcontractors – ParcelQuest shall require and verify that subcontractors providing services pursuant to this Agreement maintain insurance meeting all the requirements stated herein, and ParcelQuest shall ensure that County is an additional insured on insurance required from said subcontractors.
- (10) Claims Made Policies – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, ParcelQuest must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- (11) Special Risks or Circumstances – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. ParcelQuest agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.

10. **Records, Audit, and Review:** ParcelQuest shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of contractor's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during ParcelQuest's regular business hours or upon reasonable notice. ParcelQuest shall participate in any audits and reviews at no charge to County.

11. **Term of Agreement:** The initial term of the agreement shall be for one (1) year, commencing on the date it is executed by County. Thereafter, the Agreement shall continue in effect until terminated by either party, with or without cause, by giving not less than 60 days' written notice.

12. **Notices:** All notices desired or required to be given pursuant to this agreement shall be in writing and shall be addressed as follows:

Joe Holland  
Santa Barbara County Assessor  
105 E Anapamu St  
Santa Barbara, CA 93101

Grant Mulligan  
ParcelQuest  
193 Blue Ravine Road, Suite 120  
Folsom, CA 95630

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

13. **Compliance with Laws:** ParcelQuest agrees to comply with all State laws and regulations that pertain to health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to ParcelQuest, their sub-grantees, contractors, or subcontractors, and their work. County hereby notifies ParcelQuest that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and ParcelQuest agrees to comply with said ordinance.

ParcelQuest shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Santa Barbara and all other appropriate government agencies, including any certification and credentials required by County.

14. **California Law:** All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California.

15. **Venue:** Any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement shall be tried in Santa Barbara County unless the parties agree otherwise or are otherwise required by law.

16. **Termination:** In the event this Agreement is terminated, the County shall be entitled to all available equitable and legal remedies.

17. **Severability:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

18. **Execution of Counterparts:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by the County of Santa Barbara.

**ATTEST:**  
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

**COUNTY OF SANTA BARBARA:**

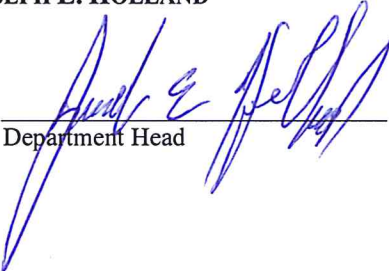
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:**  
JOSEPH E. HOLLAND

**CONTRACTOR:**  
ParcelQuest


By:   
Department Head

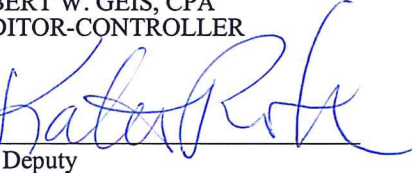
By:   
Authorized Representative

Name: GRANT MULLIGAN  
Title: PRESIDENT

**APPROVED AS TO FORM:**  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

**APPROVED AS TO ACCOUNTING FORM:**  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By:   
Deputy County Counsel

By:   
Deputy

**APPROVED AS TO FORM:**  
RISK MANAGEMENT

By:   
Risk Management