

DATABASE INFORMATION AGREEMENT

This Agreement is entered into this 21st day of June, 2022, by and between the County of Fresno, a political subdivision of the State of California, ("COUNTY") and CD-Data, a California corporation doing business as "ParcelQuest" ("CONTRACTOR").

RECITALS

A. CONTRACTOR 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. CONTRACTOR sells licensed subscriptions to such Data and Maps in conjunction with data management programs, such as ParcelQuest, which is available in various formats including on compact disc and via CONTRACTOR's website.

B. The COUNTY, by and through the office of the County Auditor-Controller/Treasurer-Tax Collector ("Tax Collector's Office") is interested in accessing the Data and Maps for Fresno County ("the County Area").

C. Upon the terms and conditions set forth below, CONTRACTOR is willing to provide the COUNTY with access to Data and Maps, in exchange for the Tax Collector's Office providing CONTRACTOR with certain public records created and maintained by the Tax Collector's Office in the format created by the Tax Collector's Office ("tax collector records").

The parties therefore agree as follows:

TERMS AND CONDITIONS

1. **Obligations of CONTRACTOR:** CONTRACTOR agrees to provide the COUNTY with access to the Data and Maps without charge to the County via CONTRACTOR data management software ParcelQuest. CONTRACTOR shall use due diligence in compiling, arranging, selecting and formatting the Data and Maps. Access to the Data and Maps through CONTRACTOR's data management software shall be limited to the Tax Collector's Office.

2. **Obligations of Tax Collector's Office:** The Tax Collector's Office shall provide CONTRACTOR with tax collector records regularly, but not less frequently than monthly, and may provide additional records and/or records more frequently, at the Tax Collector's Office sole discretion. The fields listed for the following files are descriptions, and not the actual field names. However, all fields included are from the County Property Tax System. These tax collector records shall include:

- a. Unique_Parcel_Quest_Info: this file contains information per parcel for each installment due, as well as delinquent bills. Field descriptions included are: installment amounts due, amounts paid, payment dates, and delinquent amounts;
- b. Unique_Parcel_Quest_Info_Distribution: this file contains information per parcel for the various taxing agencies and special assessments. Field descriptions included are: taxing agencies, tax codes, tax rates, and amounts due;

- c. SupplementalBase: this file contains information per parcel for supplemental bills due. Field descriptions included are: owner, address, old, and new base values;
- d. SupplementalInstallment: this file contains information per parcel for each supplemental installment due, as well as penalties. Field descriptions included are: installment amounts due, amounts paid, payment dates, and penalties;
- e. SupplementalRevDistrict: this file contains information per parcel for the various taxing agencies and special assessments for each supplemental bill. Field descriptions included are: fund number, tax code, tax group, rate year, and tax amount;
- f. UnsecCurrBase: this file contains information per parcel for unsecured bills due. Field descriptions included are: owner, address, billing date, description, assessed values, and exemptions;
- g. UnsecCurrInstallment: this file contains information per parcel for each unsecured installment due, as well as penalties. Field descriptions included are: installment amounts due, amounts paid, payment dates, and penalties;
- h. UnsecCurrMessage: this file contains a system message output listing the billing date for each tax record. Field descriptions included are: APN (Assessor Parcel Number) and system message; and
- i. UnsecCurrRevDistrict: this file contains information per parcel for the various taxing agencies and special assessments for each unsecured bill. Field descriptions included are: fund number, tax code, tax group, rate year, and tax amount.

Under this Agreement CONTRACTOR shall only receive public records from the Tax Collector's Office, and from no other COUNTY department. The records provided by the Tax Collector's Office are provided "as is," which means that they might not be accurate or correct. The CONTRACTOR assumes all risk of any loss or injury resulting from its reliance on the records provided by the Tax Collector's Office. The COUNTY, including its officers, agents, and employees, is not liable for any loss or injury that results from the CONTRACTOR's reliance on, use of, or inability to use, the records provided by the Tax Collector's Office.

3. Right of CONTRACTOR to Disseminate Data and Maps: Nothing in this Agreement shall be construed as limiting or in any way affecting CONTRACTOR'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 CONTRACTOR.

4. Rights of the County to Disseminate Public Records and 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 CONTRACTOR'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 software, any other data management software provided by CONTRACTOR, 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 CONTRACTOR, and that COUNTY's access to and use of the ParcelQuest software, any other data management software provided by CONTRACTOR, 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 CONTRACTOR to its CONTRACTOR product, any other data management software provided by CONTRACTOR, 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. **No Liability for County:** The COUNTY shall have no liability for charges made or incurred by CONTRACTOR for compilation, arranging, selecting, formatting or distribution of information taken from records provided to CONTRACTOR 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 processes and charges shall be the sole responsibility of CONTRACTOR.

6. **Condition of CONTRACTOR's Performance:** CONTRACTOR's obligation to perform under this Agreement is contingent upon the Tax Collector's Office providing tax collector records to CONTRACTOR regularly as specified in Section 2, above. In the event the Tax Collector's Office ceases to provide tax collector records to CONTRACTOR, CONTRACTOR, at its sole election, may discontinue access of the Tax Collector's Office to ParcelQuest, Data and Maps. CONTRACTOR may not impose any other penalty or consequence upon COUNTY if the Tax Collector's Office ceases to provide tax collector records to CONTRACTOR under this Agreement.

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 CONTRACTOR. CONTRACTOR is an independent contractor, and is not an officer, agent, or employee of the COUNTY.

8. **Hold Harmless:** CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

The provisions of this Section 8 shall survive the expiration or termination of this Agreement.

9. **Term of Agreement:** The initial term of the agreement shall be for three (3) years, commencing on the date of execution. Thereafter, the Agreement may be extended for

two (2) one (1) year periods upon written approval by both parties. The Director of Internal Services/Chief Information Officer or his or her designee is authorized to sign the written approval on behalf of the COUNTY based on the CONTRACTOR'S satisfactory performance. The extension of this Agreement by the COUNTY is not a waiver or compromise of any default or breach of this Agreement by the CONTRACTOR existing at the time of the extension whether or not known to the COUNTY.

10. **Insurance:** Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverage including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Auditor-Controller/Treasurer-Tax Collector, Attention: Siphanarene Lonh, Tax Collection Manager 2281 Tulare Street, Room 105, Fresno, CA 93721, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional

insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

11. Audits and Inspections: The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

12. Venue and Governing Law: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

13. Notices: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY
COUNTY OF FRESNO
Auditor-Controller/
Treasurer-Tax Collector
P.O. Box 1247
Fresno, CA 93715

CONTRACTOR
Grant Mulligan
ParcelQuest

193 Blue Ravine Road, Suite 120
Folsom, CA 95630

All notices between the COUNTY and the CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning

of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

14. **No Third-Party Beneficiaries:** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

15. **Electronic Signature:** The parties agree that this Agreement may be executed by electronic signature as provided in this section. An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

CONTRACTOR

Grant Mulligan

(Authorized Signature)

Grant Mulligan, President

Print Name & Title

193 BLUE RAVINE ROAD, SUITE 120

FOLSOM, CA 95630

Mailing Address

DATE: 5/17/2022

COUNTY OF FRESNO

Brian Pacheco

Brian Pacheco, Chairman of the Board of Supervisors of
the County of Fresno

ATTEST:

Bernice E. Seidel

Clerk of the Board of Supervisors

County of Fresno, State of California

By:

Nyone Gompalez
Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG.: 04100500

Account: 7295