

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.11
(ID # 21936)

MEETING DATE:
Tuesday, May 23, 2023

FROM : ASSESSOR-COUNTY-CLERK-RECORDER:

SUBJECT: ASSESSOR-COUNTY-CLERK-RECORDER: Approve the agreement with CD-Data, dba ParcelQuest, to provide the County with access to data and maps for the County area and to pay a fee to the Assessor-County Clerk-Recorder based on ParcelQuest's sales and/or licensing of data and maps, in exchange for providing assessor data, All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the one (1) year agreement with CD-Data, dba ParcelQuest, for the access to data and maps for the County area, commencing on the date of execution; and
2. Authorize the Chair to sign the agreement with CD-Data, dba ParcelQuest; and
3. Direct the Clerk of the Board to return two (2) copies of the signed agreement to the Assessor-County Clerk-Recorder.

ACTION:Policy



Kan Wang, Assistant Assessor-County-Clerk Recorder 5/9/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: May 23, 2023
xc: Assessor

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 22/23-23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

CD-Data, dba ParcelQuest, has been providing access to data and digitized maps for the Assessor-County Clerk-Recorder (ACR) since 2002. The ACR is requesting to enter into an updated exchange agreement with ParcelQuest. ParcelQuest sells licensed subscriptions to data and maps in conjunction with their data management programs via their website. ParcelQuest will provide the ACR with access to data and maps and pay the department a fee based on the sales and/or licensing of data and maps in exchange for the ACR providing assessor records. At a minimum, the ACR will provide ParcelQuest with assessor records on a regular basis, not less than monthly, and may provide additional records at an increased frequency at the department's discretion.

Impact on Residents and Businesses

The information on the ParcelQuest's website assists staff in increasing their efficiency and accuracy in the valuation process.

Additional Fiscal Information

A portion of the revenue generated from the sale and/or licensing of data and maps for the County shall be paid by CD-Data to the ACR within 60 days of the end of the calendar year. This payment is calculated at 10% of the gross annual revenue generated from the sale and/or licensing of data and maps.

ATTACHMENT A: Database Information Agreement between CD-Data, dba ParcelQuest, and County of Riverside


Stephanie Perez, Principal Management Analyst 5/16/2023


Kristine Bell-Valdez, Supervising Deputy County Counsel 5/10/2023

DATABASE INFORMATION AGREEMENT

This Agreement is entered into this 23rd day of May, 2023 by and between the County of Riverside, a political subdivision of the State of California, through its Assessor's Office (hereinafter, "County") and CD-Data, a California corporation, dba ParcelQuest, (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 Riverside County (hereinafter, "the County Area").

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, 1) the Assessor's Office providing ParcelQuest with assessor records 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, 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 via ParcelQuest data management software, such as ParcelQuest.com and other products as may be developed by ParcelQuest and contain the Data and/or Maps. 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 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 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 as ten percent (10%) of the gross annual revenue 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. All implied product warranties are disclaimed unless expressed herein.

5. 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. This Agreement is contingent upon the Assessor's Office providing assessor records and parcel maps to ParcelQuest as specified in Section 2, above. Notwithstanding the foregoing, in the event the Assessor's Office ceases to provide assessor records and parcel maps to ParcelQuest during a calendar year, including but not limited to cessation in conjunction with the termination of this Agreement, ParcelQuest shall calculate and pay a pro rata payment to the County pursuant to Section 3 of this Agreement for the portion of that calendar year for which the Assessor's Office provided said records and maps pursuant to Section 2 of 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 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.

8. Nature of Payment: The parties agree that any payment from ParcelQuest to the County pursuant to this Agreement is not a levy, charge, or exaction imposed by 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 the treatment of any payment to the County pursuant to this agreement as a tax under Article XIII A of the California Constitution or any other law.

9. Term of Agreement: The initial term of the agreement shall be for one (1) year, commencing on the date it is executed. Thereafter, the Agreement shall continue in effect until terminated by either party. Either party may terminate this agreement at any time, with or without cause, by giving not less than 60 days' written notice. notice to the other party. This Agreement may be amended only by a written amendment signed by both parties.

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

Peter Aldana
Riverside County Assessor
PO Box 751
Riverside, CA 92502


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

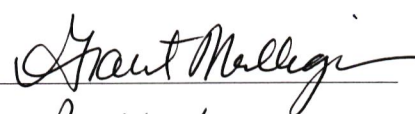
Either party may, by written notice given to the other, change its mailing address.

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

COUNTY OF RIVERSIDE:

CD Data, dba ParcelQuest:

By: 
Title: **KEVIN JEFFRIES**
CHAIR, BOARD OF SUPERVISORS
Date: 5/23/23

By: 
Title: President
Date: 3/17/2023

FORM APPROVED COUNTY COUNSEL
BY: MCT 10 MAY 23
MICHAEL C. THOMAS DATE

ATTEST
KIMBERLY A. RECTOR, Clerk
By: 
DEPUTY