



AGENDA ITEM NO.  
**D-1**

# COUNTY OF HUMBOLDT

For the meeting of: October 18, 2016

Date: August 29, 2016

To: Board of Supervisors

From: Mari A Wilson, Assessor

Subject: Request to execute Agreement and Addendum between ParcelQuest and County of Humboldt

RECOMMENDATION(S): That the Board of Supervisors

1. Approve the Agreement between ParcelQuest and County of Humboldt and authorize Mari Wilson, Assessor, to sign said Agreement for the County with regard to Assessor's records only;
2. Approve Addendum between ParcelQuest and County of Humboldt and authorize John Bartholomew, Treasurer-Tax Collector, to sign said Addendum.

SOURCE OF FUNDING: Not Applicable.

DISCUSSION: ParcelQuest provides the County with access to data and maps for the County Area. ParcelQuest pays 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, the Assessor's Office provides ParcelQuest with public records created, maintained, and formatted by the Assessor's Office. The Agreement with ParcelQuest contemplates that similar services may be offered to other County departments pursuant to an addendum-amendment. If another County department determines that those services would be appropriate, such an amendment would be subject to the review and approval of the Board of Supervisors

FINANCIAL IMPACT: There is no cost to the County. This supports the Board's Strategic Framework by providing for and maintaining infrastructure.

Prepared by Mari A Wilson CAO Approval Karen Clowers

REVIEW: Auditor MBM County Counsel JS Personnel \_\_\_\_\_ Risk Manager KL Other \_\_\_\_\_

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**

Upon motion of Supervisor Fennell Seconded by Supervisor Bass

Ayes Fennell, Bass, Lovelace, Sundberg, Bohn

Nays \_\_\_\_\_

Abstain \_\_\_\_\_

Absent \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: October 18, 2016

By: Bode Eberhart

Kathy Hayes, Clerk of the Board

OTHER AGENCY INVOLVEMENT: None.

ALTERNATIVES TO STAFF RECOMMENDATIONS: That the Board of Supervisors could not approve this Agreement, but as the County receives revenue generated from the sale of data and maps it is not recommended.

ATTACHMENTS: Agreement between ParcelQuest and County of Humboldt  
Addendum  
Exhibit A

## **DATABASE INFORMATION AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the County of Humboldt, 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") and County departments as specified in the attached Addendum(s), if any ("Specified County Departments"), are interested in accessing the Data and Maps for Humboldt 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"); and 2) the Specified County Departments providing ParcelQuest with records as specified in the attached Addendum(s), if any.

### **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 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 and Specified County Departments. 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 and Specified County Departments: a) 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; and b) Specified County Departments shall provide ParcelQuest with records as specified in the attached Addendum. Notwithstanding the foregoing, the Assessor and Specified County Department shall have no obligation to provide any records if such provision would violate applicable law, including but not limited to records that are not public records under the Public Records Act or under Revenue and Taxation Code sections 408, 408.1, 408.2, 451, and 482.

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 2a, 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. 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 2a, above. In the event the Assessor's Office ceases to provide 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.

8. 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 renew annually for another four years unless and until terminated by either party, with or without cause, by giving not less than 60 days' written notice. In the event either County or ParcelQuest should terminate this agreement, County shall be entitled to all payments for services provided prior to the effective date of such termination. The Agreement shall terminate at the latest five years from its origination date.

9. Nuclear Free Humboldt County Ordinance Compliance: Parcel Quest certifies by its signature below that ParcelQuest is not a nuclear weapons contractor in that ParcelQuest is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. ParcelQuest agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if ParcelQuest becomes a nuclear weapons contractor.

10. Additional Provisions: This Agreement incorporates by reference all of the provisions contained in Exhibit A attached hereto.

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

Mari Wilson  
Humboldt County Assessor  
825 5th St Rm 300  
Eureka, CA 95501

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.

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

COUNTY: \_\_\_\_\_

ParcelQuest: \_\_\_\_\_

By: \_\_\_\_\_

By: Grant Mulheji

Title: \_\_\_\_\_

Title: President

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

Date: 9/19/2016

By: Yvira Mulheji

Title: Secretary

Date: 9/19/2016

## ADDENDUM TO DATABASE INFORMATION AGREEMENT

This Addendum is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the County of Humboldt, (hereinafter, "County") and ParcelQuest, a California corporation (hereinafter, "ParcelQuest"), for the purpose of adding one or more County departments to the terms of the Database Information Agreement ("Agreement") currently in effect between the County and ParcelQuest, as specified hereunder.

1. The County department of \_\_\_\_\_ is a Specified County Department as that term is defined in the Agreement and the Specified County Department shall be subject to the terms and conditions of the Agreement, as modified by this Addendum.

2. The Specified County Department shall provide ParcelQuest with Humboldt records on a regular basis not less than monthly. ParcelQuest agrees, without charge to the County, on an approximately monthly basis and upon receipt of records from the Specified County Department, to update ParcelQuest's Data and Maps and to provide the Specified County Department with access to the Data and Maps for the County Area via ParcelQuest data management software, such as ParcelQuest.

3. Term of Addendum: The term of the Addendum shall commence on the date of execution and continue in effect until terminated by either party, with or without cause, by giving not less than 60 days' written notice. The termination of this Addendum shall have no effect on the Agreement, which shall continue in full force and effect, and the Specified County Department agrees and understands that the terms of the Agreement may be modified with the mutual consent of the Assessor's Office and ParcelQuest, and the Specified County Department shall be bound by the terms of the modified Agreement.

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

John Bartholomew  
Treasurer-Tax Collector  
825 Fifth Street, Room 125  
Eureka, CA 95501

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

5. All other terms and conditions governing the relationship between ParcelQuest on the one hand, and the County and Specified County Department on the other, shall be as set forth in the Agreement.

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

Specified County Department:

ParcelQuest:

By: \_\_\_\_\_

By: Grant Mulligan

Title: \_\_\_\_\_

Title: President

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

Date: 9/19/2016

By: Gracie Mulligan

Title: Secretary

Date: 9/19/2016



## EXHIBIT A TO PARCELQUEST CONTRACT

### 1. REPORTS:

PARCELQUEST agrees to provide COUNTY with any reports, which may be required by County, State or Federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the State-required format as appropriate.

### 2. RECORDS AND AUDITS:

- A. PARCELQUEST agrees to timely prepare accurate and complete financial and performance records, and to maintain and preserve said records for at least five (5) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed. In addition, PARCELQUEST shall maintain detailed payroll records.
- B. All records referenced by this section shall be made available during normal business hours to inspection, audit and reproduction by any duly authorized agents of the State or COUNTY, PARCELQUEST agrees to allow interviews of any of its employees who might reasonably have information related to such records.
- C. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement(s) shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because PARCELQUEST'S documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

### 3. MONITORING:

PARCELQUEST agrees that County has the right to monitor PARCELQUEST'S activities related to this Agreement, including the right to review and monitor records, programs or procedures related to this Agreement, at any time, as well as the overall operation of PARCELQUEST'S programs in order to ensure compliance with the terms and conditions of this Agreement.

### 4. CONFIDENTIAL INFORMATION:

In the performance of this Agreement, PARCELQUEST may receive information that is confidential information under state or federal law. PARCELQUEST agrees to comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.

5. NON-DISCRIMINATION CLAUSE COMPLIANCE (EMPLOYMENT):

In connection with the execution of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality, and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances. This policy does not require the employment of unqualified persons.

6. HOLD HARMLESS/INDEMNIFICATION:

- A. PARCELQUEST shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with PARCELQUESTS'S duties and obligations under this Agreement and any amendments hereto.
- B. COUNTY shall indemnify, defend and hold harmless PARCELQUEST and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with COUNTY'S duties and obligations under this Agreement and any amendments hereto.
- C. Notwithstanding Paragraphs A and B, in the event that PARCELQUEST and COUNTY are both held to be negligently or willfully responsible, PARCELQUEST and COUNTY will bear their proportionate share of liability as determined in any such proceeding. Each side will bear their own costs and attorney fees.
- D. Acceptance of insurance, if required by this Agreement, does not relieve PARCELQUEST from liability under this indemnification clause. This indemnification clause shall apply to all damages, or claims for damages suffered by PARCELQUEST'S operations, regardless if any insurance is applicable or not.

7. INSURANCE REQUIREMENTS:

- A. THIS CONTRACT SHALL NOT BE EXECUTED BY COUNTY and PARCELQUEST is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

B. Without limiting PARCELQUEST'S indemnification obligations provided for herein, PARCELQUEST shall take out and maintain and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Best's rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of PARCELQUEST, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence for any one incident, including personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
2. Automobile and liability coverage in the minimum amount of one million dollars (\$1,000,000) combined single limit coverage including, but not limited to, owned, non-owned, leased and hired vehicles and trucks. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers Compensation Insurance compensation coverage, if required by California Law, and in accordance with the statutory limits set forth therein. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees.
4. Professional liability insurance/errors and omission coverage in an amount no less than \$1,000,000 combined single limit (CSL). If insurance is written on a claim made basis, PARCELQUEST agrees to maintain such insurance in effect for at least three (3) years following completion of performance under this Agreement.
5. Employers Liability coverage in a minimum amount of one million dollars (\$1,000,000) per accident for bodily injury and disease.

6. Insurance Notices:

County of Humboldt  
Attn: Risk Management  
825 5<sup>th</sup> Street, Room 131  
Eureka, CA 95501

C. Special Insurance Requirements. Said policies shall unless otherwise specified herein be endorsed with, the following provisions:

1. The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for

liability arising out of the operations performed by or on behalf of PARCELQUEST. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability;
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards";
  - c. Is primary insurance as regards to County of Humboldt;
  - d. Does not contain a pro-rata, excess only, and/or escape clause;
  - e. Contains a cross liability, severability of interest or separation of insured's clause.
2. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth herein. It is further understood that PARCELQUEST shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
  3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this project, the PARCELQUEST's insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to PARCELQUEST'S insurance and will not be called upon to contribute with it.
  5. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
  6. PARCELQUEST shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY's Risk Manager or COUNTY Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If PARCELQUEST does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and PARCELQUEST agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to PARCELQUEST under this Contract.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and PARCELQUEST shall be required to purchase additional coverage to meet the aggregate limits set forth above.

8. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that PARCELQUEST shall not be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, retirement benefits, worker's compensation and injury leave or other leave benefits.

9. COMPLIANCE WITH LAWS:

PARCELQUEST agrees to comply with all applicable local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.

PARCELQUEST shall maintain licensure and certification requirements at all times during this Agreement. PARCELQUEST agrees that all professional level persons employed by PARCELQUEST have met applicable professional licensure requirements pursuant to State, Federal and County laws and regulations.

10. GENERAL PROVISIONS:

- A. In the event that any provision of this Agreement be declared or found to be illegal, unenforceable, ineffective or void by any court of law, then each party shall be relieved of any obligations arising in such provision; the balance of this Agreement, if capable of performance, shall remain in full force and effect.
- B. PARCELQUEST shall not delegate its duties or assign its rights hereunder, or both, either in whole or in part, without prior written consent of COUNTY. Any assignment by PARCELQUEST in violation of this provision shall be void, and shall be cause for immediate termination of the Agreement. This provision shall not be applicable to service agreements or contracts or similar arrangements usually or customarily entered into by PARCELQUEST to obtain or arrange for supplies, technical support or professional services.
- C. All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.
- D. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

E. This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties.

11. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

12. STANDARD OF PRACTICE:

PARCELQUEST warrants that PARCELQUEST has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. PARCELQUEST'S duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

13. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

14. MEDIA RELEASE:

All press releases and informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers, Internet). In addition, PARCELQUEST shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place. COUNTY reserves the right to have a representative present at such interviews. All notices required by this provision shall be given to the County Administrative Office, IT Division Director, or his designee.

15. INFORMATION TECHNOLOGY ASSURANCES:

PARCELQUEST shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by PARCELQUEST in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

16. SUBCONTRACTS:

PARCELQUEST shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. PARCELQUEST remains legally responsible for

the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracts will be subject to all applicable provisions of this Agreement. PARCELQUEST shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

17. TIME:

Time is of the essence of this Agreement.

18. INTERPRETATION:

This Agreement shall be deemed to have been prepared equally by both of the parties and the Agreement and its individual provisions shall not be construed or interpreted more favorable for one party on the basis that the other party prepared it.

19. FORCE MAJEURE:

Neither PARCELQUEST nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing.

20. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

COUNTY:

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

ParcelQuest:

By: Grant Mulligan

Title: President

Date: 9/19/2016

By: Aina Mulligan

Title: Secretary

Date: 9/19/2016