

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

331



FROM: Assessor-County Clerk-Recorder

SUBMITTAL DATE:
July 12, 2011

SUBJECT: Approve the Agreement with Data Trace Information Services, LLC for Printing and Mailing of Notification of Deed Execution

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve and execute the one year agreement with Data Trace Information Services, LLC in the amount not to exceed \$416,000 which contains an option to renew the agreement for four additional one-year periods.
- 2) Authorize the Purchasing Agent, in accordance with Ordinance 459.4 to exercise the renewal options, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.
- 3) Direct the Clerk of the Board to return four (4) original signed agreements to County Purchasing and Fleet Services.

BACKGROUND: In June 2008, California Senate Bill 1287 passed, authorizing the Riverside County Board of Supervisors to adopt a resolution which permits the County Recorder to notify the current property owner of the recording of an instrument affecting their interest in real property. Data Trace has the skill set and technical capability to determine and notify the affected property owners.

(Continued on Page 2)

Attachments

[Signature]
Larry W. Ward, Assessor-County Clerk-Recorder

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 11/12

SOURCE OF FUNDS: Recording Fees and Recorder Modernization Fund	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY: *[Signature]*
Karen L. Johnson

County Executive Office Signature

Policy
 Policy
 Consent
 Consent
 Dept't Recomm.:
 Per Exec. Ofc.:

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]*
 GLENN R. BELOIAN
 DATE: 6/22/2011

PURCHASING & FLEET SERVICES
 Robert Howdyshell, Director
 Departmental Concurrence

Prev. Agn. Ref.: | **District:** All | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.9

BOARD OF SUPERVISORS

FORM 11: Approve the Agreement with Data Trace Information Services, LLC for Printing and Mailing of Notification of Deed Execution

July 12, 2011

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BACKGROUND Continued:

To prevent individuals fraudulently recording forged deeds, Data Trace provides a notification system that notifies property owners when deeds have been recorded against their property. A notification will be mailed to property owners within 30 days of recording, informing them of the recording. Further, a copy of the first and second pages of the recorded document will be mailed with the notification.

Courtesy Notice will benefit the public by:

- 1) It will alert the owners of real property, in a timely fashion, of possible fraudulent activity.
- 2) It will provide the property owners with a contact number should fraud be suspected.
- 3) It will allow the District Attorney to more quickly investigate and prosecute fraudulent activity. This will reduce the amount of harm and number of victims.
- 4) It will deter perpetrators from recording fraudulent documents.
- 5) It will allow crime to be detected quicker.
- 6) It will help prevent real estate scams, fraud, and resulting loss and damage.
- 7) It will help reduce illegal real property activity.
- 8) It will serve as a vehicle of Community Outreach by notifying real property owners of activity relating to their property.

PRICE REASONABLENESS:

County Purchasing on behalf of the Assessor-County Clerk-Recorder released a Request for Quote (RFQ) ASARC-037, mailing solicitations to multiple vendors, and advertised on the County's website, with four bid responses received. Bid responses were reviewed by the Assessor-County Clerk-Recorder to ensure the specifications of the County were met with the quotes ranging from \$1.94 up to \$2.00 per notice, depending on the type of service and materials needed. After review, the vendor with the lowest, most responsive and responsible quote was selected, Data Trace Information Services, LLC.

The Assessor-County Clerk-Recorder is requesting that the Board of Supervisors approve and execute the agreement with the Data Trace Information Services, LLC for an annual amount not to exceed \$416,000, effective FY 2011/12. The implementation will take approximately 90 days after approval.

REVIEW/APPROVAL: Purchasing and County Counsel concurs with this request.

SERVICE AGREEMENT

for

Printing and Mail of Notification of Deed Execution

between

COUNTY OF RIVERSIDE

and

Data Trace Information Services LLC.



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Attachment I-Courtesy Notice Sample 24

This Agreement, made and entered into this ____ day of _____, 2011, by and between DataTrace Information Services LLC, a Delaware limited liability company (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of three pages at the prices stated in Exhibit B, Payment Provisions, consisting of one page, and Attachment I, Courtesy Notice Sample Attachment to the Agreement, consisting of one page.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2012, with the option to renew upon CONTRACTOR's written consent for four additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall have 90 days from the effective date of this Agreement (the "Ramp-Up Period") to commence performance hereunder and shall diligently and continuously perform thereafter; provided that, COUNTY shall fully cooperate with CONTRACTOR testing and validation procedures implemented during the Ramp-Up Period.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed four hundred and sixteen thousand (\$416,000.00) annually

including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas (Printing and Mail) and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County Riverside Assessor-County Clerk-Recorder

P.O Box 751

Riverside, CA 92502-0751

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (ASARC-94646-001-06/12); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made.

RFP# ASARC-037

Form #116-310 Rev 3 Dated: 01/10/2011

BOS Agenda# & Date:

DT 11-02940

No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement on the part of the COUNTY. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly signed by the parties hereto.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination;
- and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY on or before the termination date.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights to fees for future performance under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all courtesy notices and fulfillment reports (as described in Exhibit A) actually created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY; provided that, should such notices become public record, CONTRACTOR shall thereafter be released, fully and forever, from said requirement to secure authorization from the COUNTY .

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all commercially reasonable steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

Except with respect to Spectrum Information Services, with principal offices located at 1801 Carnegie Avenue, Santa Ana, California 92705, no contract shall be made by the CONTRACTOR with any other party for furnishing to COUNTY any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as reasonably requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement, as required by law or as authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

County of Riverside
Assessor-County Clerk-Recorder
PO Box 751
Riverside, CA 92502

County of Riverside
Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

Data Trace Information Services, LLC
Attn: Mike Armstrong
4 First American Way
Santa Ana, CA 92707

Copy to:
Data Trace Information Services LLC
Attn: Legal Department
4 First American Way
Santa Ana, CA 92707

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State

Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall

provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function in all material respects) on terms identical to those stated in this Agreement.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.2 Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall contain the endorsements set forth in the Certificate of Liability Insurance attached hereto as Exhibit C.

22.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured as set forth in the Certificate of Liability Insurance attached hereto as Exhibit C. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be

no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insured as set forth in the Certificate of Liability Insurance attached hereto as Exhibit C.

22.5 General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall require written notice to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance as set forth in the Certificate of Liability Insurance attached hereto as Exhibit C. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

RFP# ASARC-037

Form #116-310 Rev 3 Dated: 01/10/2011

BOS Agenda# & Date:

DT 11-02940

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

CONTRACTOR:

Signature: _____

Print Name: Bob Buster

Title: Chairman, Board of Supervisors

Dated: _____

Signature: _____

Print Name: Robert Karraa

Title: President

Dated: 5-3-11

FOR APPROVED COUNTY COUNSEL
BY: NEAL R KIPNIS 01/11
DATE

EXHIBIT A SCOPE OF SERVICE

The COUNTY's Assessor Clerk Recorder Information Technology (ACR-IT) requires the following scope of mailing product and services must be completed by the CONTRACTOR unless otherwise stated.

1. Scope

- 1.1. CONTRACTOR shall create a courtesy notice using a form template, index data, and images of official records provided to CONTRACTOR by the COUNTY
- 1.2. CONTRACTOR to provide printing and mailing of courtesy notice
- 1.3. CONTRACTOR to track and report to CONTRACTOR all instruments received from COUNTY pursuant to subsection 1.1, above
- 1.4. CONTRACTOR to handle all returned mail and re-mailing of courtesy notices

2. Assumptions and Constraints

- 2.1 Approximate volume of documents requiring a courtesy notice is 4,000 per week. Volume may change during entire length of Contract and will be billed according to payment provisions on Exhibit B.

3. COUNTY Roles and Responsibilities

- 3.1 ACR-IT will provide project management over the project
- 3.2 ACR-IT will create a project plan and timeline
- 3.3 ACR-IT, Recorder and Assessor Title will perform preliminary test of courtesy notices and data verification
- 3.4 ACR-IT will provide vendor management

4. Deliverables

- 4.1 ACR-IT will provide the Project Scope and Requirements
- 4.2 CONTRACTOR will provide Costs, Project Plan and Schedule
- 4.3 CONTRACTOR will provide Customer and technical documentation
- 4.4 CONTRACTOR will provide monthly reporting

5. Specifications

- 5.1 After each recording day has been made available to the public, the COUNTY will make available to the CONTRACTOR the images of the applicable documents in a single page TIFF format. These will be delivered to the CONTRACTOR via Secure File Transfer Portal (SFTP.) Images will be named with ECS number followed by a period and page number left padded to three characters. For example: 0123456.001 is page one, 0123456.002 is page two, etc. An electronic index for said images will be sent containing the following information:

- ECS Number (Riverside County's unique index number)
- Instrument Number
- Recording Date

- Document Title (Document Description)
- Grantor(s)
- Grantee(s)

5.2 CONTRACTOR shall determine the affected property being transferred by the description/identification of real property listed on the document. The CONTRACTOR shall determine the property address and current owner of record at time of recording by using the County of Riverside's Assessor data (as provided to CONTRACTOR) and mail a courtesy notice to identified address(s).

5.2.1 In the event a document has more than one description/identification of real property, a courtesy notice shall be mailed to each mailing address.

5.2.2 In the event a document does not contain a description/identification of the real property, a weekly exception report shall be reported to the COUNTY.

5.3 Within 10 days of receiving the index data and images of the recorded instruments from the COUNTY, CONTRACTOR shall mail the courtesy notice via first class US Mail to the mailing address of the current owner of record at the time of recording. If no mailing address is available, CONTRACTOR will mail the courtesy notice to the property address.

5.4 The courtesy notice will be printed on a single page (8½ x 11) with the notice on the first side (COUNTY will furnish master template for this) and the first two pages (or first page only on a 1 page document) of the recorded instrument on the back of the page with landscape orientation, page one and page two side by side.

5.5 CONTRACTOR will be responsible for all materials needed in mailing the courtesy notice to recipients including, but not limited to: paper, envelopes, postage and all other supplies required to complete the work.

5.6 CONTRACTOR shall be responsible for handling and processing all returned mail. Mail items should be researched to determine why it was returned, and if possible, correct and re-mail the courtesy notice out, at no additional cost to the COUNTY. If the returned courtesy notice cannot be re-mailed out, the Instrument Number and reasons shall be reported to the COUNTY on the monthly comma delimited text file.

5.7 CONTRACTOR shall provide the COUNTY a monthly report titled "Courtesy Notice Summary Report" no later than the 5th business day of the following month. The report shall include the following:

5.7.1 The total number of courtesy notices mailed in the prior month

5.7.2 The number of courtesy notices mailed within 10 days of receipt of the index data and images (in compliance); the number of courtesy notices mailed after 10 days of receipt of the index data and images (out of compliance.)

5.7.3 The number of courtesy notices that were not able to be mailed, (e.g. exceptions.)

5.7.4 The number of returned mail items, and the number and percentage of courtesy notices that were re-mailed.

5.8 CONTRACTOR shall provide the COUNTY no later than the 5th business day of the following month a comma delimited text file containing the following:

- ECS Number (Riverside County's unique index number)
- Instrument Number
- Recording Date
- Mailing date of courtesy notice
- Mailing address of courtesy notice
- Name of courtesy notice addressee
- Assessor Parcel Number
- Returned mail date (if applicable)
- Re-mailed date (if applicable)
- Returned mail exception reason (if applicable)

5.9 CONTRACTOR shall possess expertise and knowledge to perform and complete all work described herein. CONTRACTOR shall provide a detailed narrative describing the process and methods proposed to complete the work described herein

5.10 Other specifications

5.10.1 Bi-fold and Tri fold of notifications will be required

5.10.2 Envelope sizes include letter and bid-fold envelopes

5.10.3 Envelope must have clear window to view address line

5.10.4 ACR logo and County Assessor Name and title along with CONTRACTOR's return address must appear on envelopes

5.10.5 Storage of all notifications, envelopes, returned notifications shall be stored for up to three (3) years and then securely shredded unless otherwise notified by the COUNTY

5.10.6 The CONTRACTOR is responsible for storage/warehousing of all forms and envelope for this procurement.

**EXHIBIT B
PAYMENT PROVISIONS**

ITEM DESCRIPTION	Unit Price	Qty	Unit	Total Price
Cost per notice (no minimum)	\$2.00	1	EA	\$2.00
Cost per notices base on 4,000 notices	\$2.00	4000	EA	\$8,000.00
Cost per notices base on 8,000 notices	\$1.98	8000	EA	\$15,840.00
Cost per notices base on 16,000 notices	\$1.96	16000	EA	\$31,360.00
Cost per notices base on 32,000 notices	\$1.94	32000	EA	\$62,080.00

EXHIBIT C CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/25/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 4695 MacArthur Court, Suite 700 (949) 399-8900 License #0437153 Newport Beach, CA 92660	CONTACT NAME: PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ EMAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: _____														
318386-PL-FSG-11-12 Out/Tra INSURED First American Financial Corporation First American Title Insurance Company Data Trace Information Services, LLC 1 First American Way Santa Ana, CA 92707	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER B: N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C: Hartford Fire Insurance Co</td> <td>19682</td> </tr> <tr> <td>INSURER D: Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER E: Hartford Insurance Company Of Midw</td> <td>37478</td> </tr> <tr> <td>INSURER F: N/A</td> <td>N/A</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: N/A	N/A	INSURER B: N/A	N/A	INSURER C: Hartford Fire Insurance Co	19682	INSURER D: Hartford Underwriters Insurance Company	30104	INSURER E: Hartford Insurance Company Of Midw	37478	INSURER F: N/A	N/A
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COVERAGES **CERTIFICATE NUMBER:** LOS-001299010-01 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	AGG	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY			72CSE432804	04/19/2011	04/19/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
X	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE		X	OCCUR			
	GEN'L AGGREGATE LIMIT APPLIES PER:						
X	POLICY			PRO-JECT			
				LOC			
C	AUTOMOBILE LIABILITY			72CSE32902 (AOS)	04/19/2011	04/19/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
D	ANY AUTO			72CSE32903 (H)	04/19/2011	04/19/2012	\$ \$ \$ \$ \$
	ALL OWNED AUTOS						
	SCHEDULED AUTOS						
	HIRED AUTOS						
	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION						\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			72WNR32900 (AOS)	04/19/2011	04/19/2012	X WC STATUTORY LIMITS O/I/PR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH)	Y/N		N/A			
	If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Processing & Mailing Services.
 County of Riverside is named as additional insured as required by written contract. General Liability, Auto and Workers Compensation policies include Waiver of Subrogation.

CERTIFICATE HOLDER County of Riverside Assessor-County Clerk-Recorder Attn: Ines Mark 2724 Gateway Dr. Riverside, CA 92502	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Lisa J. Chatellier
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RFP# ASARC-037
 Form #116-310 Rev 3 Dated: 01/10/2011
 BOS Agenda# & Date:
 DT 11-02940

ATTACHMENT I
COURTESY NOTICE SAMPLE



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideca.gov

**DRAFT
ONLY**

Date

COURTESY NOTICE

Homeowner
Address

CONFIRMATION OF RECORDING OF (here insert "Deed" or "Deed of Trust")

Dear Homeowner,

The Assessor-County Clerk-Recorder of the County of Riverside is committed to protecting its residents from fraudulent land transactions. In that regard, we are monitoring all recordings of Deeds and Deeds of Trust and are sending out Courtesy Notices regarding recent property recording transactions.

Our records indicate that a (here insert "Deed" or "Deed of Trust") affecting your real property was recently recorded. A copy of the first two pages of the document is enclosed.

IF THE TRANSACTION IS CORRECT, NO ACTION IS REQUIRED ON YOUR PART.

If you are unaware of this transaction, you may wish to telephone the County of Riverside District Attorney's Real Estate Fraud Unit at (951) 955-5400. You may also fill out a Special Prosecution Complaint Form, which can be forwarded to the District Attorney's office. This form may be found on the District Attorney's website at: http://www.rivcoda.org/pdf/SPS_ComplaintForm.pdf. You may also telephone your local law enforcement agency to have this matter investigated.

Sincerely,
County of Riverside
By:

Larry Ward
Assessor-County Clerk-Recorder

BECL:aa