

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

127



FROM: TLMA / Code Enforcement Department

SUBMITTAL DATE:

April 27, 2011

SUBJECT: Approval of the Sole Source Agreement with DataQuick Information Systems, Inc

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the sole source agreement with DataQuick Information Systems, Inc. (DataQuick) in an amount not to exceed \$90,000 annually which contains an option to renew the agreement for four additional one-year periods; and
2. Authorize the purchasing agent, in accordance with Ordinance No. 459, to exercise the renewal option based on the availability of fiscal funding, 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 3 original signed agreements to Purchasing and Fleet Services.

BACKGROUND: The Code Enforcement Department enforces the State of California's laws regarding property ordinances on behalf of the County of Riverside. Code Enforcement currently utilizes DataQuick for property information and foreclosure data. This includes a full transaction history on the property, which enables the department to be able to assess properties and notify property owners and interested parties accurately.

Continued on page 2.

Glenn Baude

Glenn Baude, Director of Code Enforcement

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 30,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 22,800	Budget Adjustment:	No
	Annual Net County Cost:	\$ 90,000	For Fiscal Year:	FY10/11

SOURCE OF FUNDS: General Fund and Departmental Revenue		Positions To Be Deleted Per A-30	<input type="checkbox"/>
FY10/11: 76% GF and 24% departmental revenue		Requires 4/5 Vote	<input type="checkbox"/>
FY11/12: 70% GF and 30% departmental revenue			

C.E.O. RECOMMENDATION:
 County Executive Office Signature: _____
 BY: *Tina Grande*
 Tina Grande

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: May 24, 2011
 xc: TLMA-Code Enf., Purchasing

Kecia Harper-Ihem
 Clerk of the Board
 By: *[Signature]*
 Deputy

Prev. Agn. Ref.:

District: ALL

Agenda Number

3.48

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL DATE
 BY: NEAL R. KIPNIS Departmental Concurrence
 Purchasing: Mark Seiler, Assistant Director

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

The department also uses the property profile page which provides the department with all the relevant information on the property such as sq ft., current owner, lot size, etc. The department uses DataQuick to track the different properties and the individual stages of the foreclosure process such as notice of default, notice of trustee sale, real estate owned (REO), and refinanced (sold). This allows the department to readily identify the status of the property, and helps with enforcement issues, while providing proper notice of the property status to the respective owner. Previously, Code Enforcement was tasked with monitoring the foreclosure status of more than 25,000 properties, and enforcing County ordinance 881 on approximately 3,000 foreclosed properties in the unincorporated areas of Riverside County. For fiscal year 2010, Code Enforcement opened 10,244 cases consisting of 13,921 individual property violations. Therefore the need of DataQuick's software and services is crucial in reporting and notifying accurately.

Price Reasonableness:

County Purchasing on behalf of the Code Enforcement Department released a Request for Quote (RFQ) number TLARC-303A, emailing solicitations to multiple contractors, and advertised on the County's website, with only one bid response received (DataQuick).

In addition to issuing the RFQ, the department staff contacted the following vendors: Realty Trac and First American Title, and requested each vendor to summarize their current services provided. In reviewing the services provided it was determined that neither vendor could meet the department's requirements, nor did these vendors have the reporting mechanisms required, and both were significantly more expensive than DataQuick. DataQuick was \$140.00 less expensive per report than the manual labor done by First American Title which are not created in real time. In comparison with Realty Trac, they offered the foreclosure information at approximately 5% higher cost, with foreclosure information being their primary focus and did not offer other property profile reports required by Code Enforcement. Based on the aforementioned reasons, the pricing is deemed to be fair and reasonable.

Date: April 26, 2011
From: Glenn Baude
Director, Code Enforcement
To: Board of Supervisors
Via: Purchasing Agent
Subject: Request for Sole Source Procurement

The below information is provided in support of the Department's request for sole source approval.

Supply/Service being requested:
Property Profile/History Reports

Supplier being requested:
DataQuick

Alternative suppliers that can or might be able to provide supply/service:
None

Extent of market search conducted:
The Department researched various vendors capable of providing property history and profile reports. The Department reviewed and considered the following potential vendors:

DataQuick:

DataQuick is a provider of property data and can provide property history and profile reports in real time. The Department currently utilizes DataQuick for property information and foreclosure data, and has seen proven results with this vendor and the services provided.

Business Report- \$.35	Detail Sales Comparable- \$1.80	Documents- \$2.25
Expanded History- \$1.00	Nearby Homeowners- \$0.35	1L Comparable- \$1.80
Plat Maps- \$.05	Property Profile- \$0.90	Text Search- \$.30
Schools- \$.35	Transaction History- \$1.80	ValueSmart- \$13.00
Foreclosure Leads- \$.05	Refi Ready- \$.08	Site Requires- \$.09

First American Title Insurance Company:

First American can provide property data required by the department, but not in real time. First American would have to perform manual research and provide the report back to the Department with a two-three day turnaround time. First American's cost to provide property information is \$150.

RealtyTrac:

RealtyTrac is not able to provide similar information as their focus is primarily on foreclosed and defaulted properties and not on all real estate. RealtyTrac could not offer a wide array of management reporting tools or the quality of information that DataQuick currently offers, and the Department requires in performing real estate inquiries.

Additionally, County Purchasing on behalf of the Code Enforcement Department released a Request for Quote (RFQ) number TLARC-303A, mailing solicitations to multiple contractors, and advertised on the County's website, with only one bid response received (DataQuick).

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

The unique features of DataQuick include real time property profile and history reports, and a foreclosure database in order for Code Enforcement to manage and enforce Ordinance 881.

Reasons why my department requires these unique features and what benefit will accrue to the county:

The Code Enforcement department requires the unique features of real time property profile, and history reports in order to properly notice property owners of any potential Code violations, and verify the correct owner information for future cost recovery. The foreclosure database benefits the Department as we are required to monitor all foreclosed properties to ensure compliance with Ordinance 881. DataQuick provides the resources available to identify and properly notice all foreclosed properties within Riverside County.

Price Reasonableness:

DataQuick not only has a superior product, but they are the lowest in price out of the potential vendors reviewed. DataQuick reports are approximately \$140 less per report in comparison with the manual alternative.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements?

No, moving forward on this product does not further obligate the County to future similar contractual arrangements. We will have a period of performance of up to five years, renewable in one year increments and not to exceed \$90,000 annually.


Department Head Signature

4/26/11
Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove


Purchasing Agent

5-2-11
Date

SERVICE AGREEMENT

for

**WEB-BASED PROPERTY INFORMATION SYSTEM
(Records/Reports)**

between

COUNTY OF RIVERSIDE

and

DATAQUICK INFORMATION SYSTEMS, INC.



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This Agreement, made and entered into this 24th day of May, 2011, by and between DataQuick Information Systems, Inc. (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 one page at the prices stated in Exhibit B, and Payment Provisions, 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 May, 23, 2012, with the option to renew for an additional four years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

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 ninety thousand (\$90,000) 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 (information system reports) 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 of Riverside Code Enforcement
P.O. Box 1469
Riverside CA, 92502-1469

- 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 (TLARC-20631-001-05/12); 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. 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. 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.

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.

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 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

CONTRACTOR and/or its suppliers shall remain the exclusive owner of all rights, title, and interest in all materials, reports or products provided hereunder and all copyrights and renewals thereof, heretofore and hereafter secured therein. All publication, dissemination and other rights of the licensed information hereunder are reserved for CONTRACTOR and/or suppliers in all languages, formats and media throughout the world for the sole and exclusive use or any other disposition by CONTRACTOR and/or its suppliers, their respective assignees or grantees at any time from time to time without obligation or liability to 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 necessary 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.

8.3 CONTRACTOR does not independently verify the completeness, accuracy or authenticity of the public information or third party information provided to COUNTY as described herein. The information reported to and by CONTRACTOR may be subject to transcription and/or transmission errors. ALL INFORMATION PROVIDED TO COUNTY IS SOURCED FROM PUBLIC DOCUMENTS AND IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NEITHER CONTRACTOR NOR ITS SUPPLIERS MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE CONTRACTOR PRODUCTS, NOR ARE THEY RESPONSIBLE FOR ERRORS OR OMISSIONS. CONTRACTOR DOES NOT WARRANT THAT THE CONTRACTOR PRODUCTS WILL MEET COUNTY'S BUSINESS OR COMPUTING REQUIREMENTS OR THAT EITHER WILL OPERATE IN AN ERROR FREE MANNER.

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

No contract shall be made by the CONTRACTOR with any other party for furnishing 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. Notwithstanding the foregoing, certain data and/or products provided in Exhibit B may be third party products, provided that CONTRACTOR has the right to license such products.

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 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 or 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 Code Enforcement
P.O. Box 1469
Riverside CA, 92502-1469

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

CONTRACTOR

DataQuick Information Systems, Inc.
Contracts Department
9620 Towne Centre Drive
San Diego, CA 92121

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) 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 be endorsed to waive subrogation in favor of the County of Riverside.

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. 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 Insureds.

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 exceed \$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 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. 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.*

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:

ATTEST:
KECIA HARPER-IHEM, Clerk
By: [Signature]
DEPUTY

CONTRACTOR:

Signature: Bob Buster

Signature: [Signature]

Print Name: Bob Buster

Print Name: John Walsh

Title: Chairman, Board of Supervisors

Title: President

Dated: MAY 24 2011

Dated: May 10, 2011

**EXHIBIT A
SCOPE OF SERVICE**

The web-based property information system must be capable of searching property information within the legal boundaries of the County of Riverside for individual properties.

The information and reports obtained from CONTRACTOR's site will be used to build a property profile. The information gather to develop a property profile will also be analyzed and used to verify current owner and the transaction history of the property.

A. The CONTRACTOR must provide a system that will allow the COUNTY to query by:

1. Address
2. Property Owner's First & Last Name
3. Assessor's Parcel Number (APN)
4. Type of Recorded Document (Notice of Default, Notice of Trustee Sale, Real Estate Owned, Refinance or Sale, etc.)
5. Recording Date Ranges

B. The COUNTY shall receive copies of the following documents:

1. Assessor Plot Map
2. Profile Report
3. Transaction History (Date sold, Purchase date by new owner, etc.)
4. Document Images
5. Foreclosure Report
6. Ability to create custom reports

C. The document copies shall be legible and include following information:

1. APN
2. Cost of each report
3. Owner
4. Site Address
5. Mail Address

D. Additional Requirements:

1. Reports must be able to be developed by user from CONTRACTOR's site
2. Report must be printable (PDF format preferred)
3. Reports must to be in real time
4. All documents from web site must be in electronic format
5. All documents must be able to be downloaded from site
6. CONTRACTOR must provide 24/7 site access to web-based information, data, query and reports.

**EXHIBIT B
PAYMENT PROVISIONS**

REPORT NAME	DESCRIPTION OF REPORT	UNIT	COST
Businesses	Description of businesses in the area at the Zip Code level.	PER REPORT	\$0.35
Detail Sales Comparables	Recent sales in the last six months comparable to the subject property displayed in an easy-to-read one line format.	PER REPORT	\$1.80
Documents	Legal documents like Grant Deeds and Deeds of Trust for the Target property.	PER REPORT	\$2.25
Expanded History	History of distressed transactions: NOD, NOT, or Inferred Short Sale.	PER REPORT	\$1.00
Nearby Homeowners	List of homeowners and basic property characteristics near the target property	PER REPORT	\$0.35
One Line Sales Comparables	Recent sales in the last six months comparable to the subject property displayed in an easy-to-read one line format	PER REPORT	\$1.80
Plat Maps	Plat map of the target property	PER REPORT	\$1.05
Property Profile	Property characteristics, sales and loan information, with access to grant deeds and tax assessed information.	PER REPORT	\$0.90
Property Text Search	Search by address, primary or secondary owner, and APN.	PER REPORT	\$0.30
Schools	The Local Schools report provides information from the Board of Education based on a user defined area around the subject property	PER REPORT	\$0.35
Transaction History	History of transactions (sales, refinances, etc.) on the subject property. Transaction categorized by Transfer, Finance, or Assignment.	PER REPORT	\$1.80
ValueSmart	Estimated property value and sales comparables based on an Automated Valuation Model.	PER REPORT	\$13.00
FARM	Robust, web-based marketing application that allows you to create highly targeted marketing lists based on customized criteria such as address, county, radius, zip code, subdivision/tract, parcel book page, APN.	PER RECORD	\$0.05
Foreclosure Leads	Search for individuals with active foreclosures against their property.	PER RECORD	\$0.08
REFI READY	Target refinances candidates (individuals who have not refinanced during the period you specify) or view individuals who have recently refinanced.	PER RECORD	\$0.09