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



MEETING DATE:

Tuesday, January 31, 2017

FROM: ASSESSOR-COUNTY-CLERK-RECORDER:

SUBJECT: ASSESSOR-CLERK-RECORDER: Approve and execute the Agreement with

CoreLogic, Inc. for Real Estate Fraud Notification of Deed Execution for five (5) years. Ratify and Execute Amendment No.8 with Data Trace Information Services LLC for \$850,000. Districts: All; [Total Cost: 3,150,000] Departmental

Revenue (100%)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Agreement with CoreLogic, Inc. for Real Estate Fraud Notification for an aggregate amount of \$3,150,000 for five (5) years, and

- Ratify and execute Amendment No.8 with Data Trace Information Services LLC to increase the agreement by \$150,000 from \$700,000 to \$850,000 through December 31, 2016, and
- 3. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that do not change the substantive terms of the Agreement; and sign amendments to the compensation provisions that do not exceed 10% annually.

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Washington and Ashley

Nays.

None

Absent:

Tavaglione

eter Aldury

Date:

January 31, 2017

XC:

ACR, Purchasing

Kecia Harper-Ihem

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

NET COUNTY COST	\$	0	\$	0	\$ 0 Budget Adju	\$	0
FINANCIAL DATA	Curre \$	ent Fiscal Year:	Next	700,000	\$ Total Cost: 3,150,000	Ong \$	oing Cost

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary

In June 2008, California State 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. CoreLogic, Inc. has the skill set and technical capability to determine and notify the affected property owners. To prevent individuals from fraudulently recording forged deeds, CoreLogic provides a notification system that notifies property owners when a Deed or a Notice of Default has 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.

Impact on Residents and Businesses

The Courtesy Notice and Foreclosure and Loan Modification Advisory Letter 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 guicker.
- 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.

SUPPLEMENTAL:

Additional Fiscal Information

Pricing is based on the price per recording. Approval for this item will not result in the use of general funding (Net County Cost).

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

Description:	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	TOTAL
Real Estate Fraud Notification						
Ongoing Costs:	\$350,000	\$700,000	\$700,000	\$700,000	\$700,000	\$3,150,000
Total Costs	\$350,000	\$700,000	\$700,000	\$700,000	\$700,000	\$3,150,000

Contract History and Price Reasonableness

County Purchasing on behalf of the Assessor-County Clerk-Recorder released a Request for Quote (RFQ) ASARC-111, mailing solicitations to multiple vendors, and advertised on the County's website, with two 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 \$1.39 - \$1.50 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, CoreLogic, Inc.

Extending the current contract with Data Trace Information Services LLC will allow the contract to transition due to the bidding process.

REVIEW/APPROVAL:

County Purchasing and County Counsel have approved the Agreement.

ATTACHMENTS:

ATTACHMENT A. Professional Services Agreement - Core Logic

1/25/2017

Teresa Summers, Assistant Director of Purchasing

1/19/2017

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

Gregory V. Priaryos, Director County Counsel

1/20/2017

PROFESSIONAL SERVICE AGREEMENT

for

REAL ESTATE FRAUD NOTIFICATION

between

COUNTY OF RIVERSIDE

and CORELOGIC SOLUTIONS, LLC



JAN 31 2017 23

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Contract ID # ASARC-96676-002-1/21

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RFQ# 111A Form #116-310 - Dated: 2/01/2016 This Agreement, made and entered into this 15th day of January, 2017, by and between CORELOGIC SOLUTIONS, LLC (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. <u>Description of Services</u>

- 1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.
- 1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to 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 continues in effect through January 15, 2021, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

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 \$700,000.00 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 (If applicable). 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 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 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-96676-002-1/21); 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, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. 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.

3.5 In the event of a United States Postal Service (USPS) postage fee increase, CONTRACTOR is entitled to increase the price of its services under this Agreement to reflect such USPS postage fee increase, subject to the notice requirement under Section 3.2.

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 that may 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

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- (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.
- 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 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at https://www.sam.gov for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.
- 5.7 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 materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the 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.

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. <u>Inspection of Service</u>; 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 the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

- 9.1 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.
- 9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- 9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- 9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this

Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

- 9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person. CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.
- 9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

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.

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 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

RFQ# 111A Form #116-310 - Dated: 2/01/2016 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 particulars 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

CONTRACTOR

Assessor-County Clerk-Recorder

CoreLogic Solutions, LLC

Attn: Procurement/Contracts

Attn: David Martin

PO Box 751

40 Pacifica, Suite 900

Riverside, CA 92502

Irvine, CA, 92618

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, action, claim or damage 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

- 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 indemnification to Indemnitees as set forth herein.
- 21.3 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.
- 21.4 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.

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.

A. 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.

B. 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.

C. Vehicle Liability:

If vehicles or mobile equipment is 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.

D. 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 Country'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 broker 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 days written notice shall be given to the County of Riverside prior to the cancellation 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 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 cannot 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to

execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Board of Supervisors

JOHN TAVAGLIONE

Dated: JAN 3 1 2017

ATTEST:

Kecia Harper-lhem Clerk of the Board

By: All Waytou

APPROVED AS TO FORM:

Gregory P. Priamos County Counsel

Neal Kinnis

Deputy County Counsel

CORELOGIC SOLUTIONS, LLC

Name: David Martin

Title: Senior Vice President Global Sales & Marketing

Dated: /2/14/16

12/13/4

EXHIBIT "A" SCOPE OF SERVICE

1. Description of Services

- 1.1 CONTRACTOR will create a courtesy notice using a form template, index data and images of official records from the COUNTY
 - 1.1.1 The COUNTY will provide the entire document for the CONTRACTOR to review. It will be to the responsibility of the CONTRACTOR to review each document and determine the affected property being transferred by the description/identification of real property listed in the document. The COUNTY will not be responsible for the collection of the data to produce the courtesy notices
 - 1.1.2 CONTRACTOR shall determine the property address (situs address) as well as the assesse(s) name and mailing address(es) of the current assesse(s) by using the COUNTY'S Assessor data
 - 1.1.3 CONTRACTOR will mail a courtesy notice to the assesse. The CONTRACTOR will be responsible for all research of data to produce courtesy notices
- 1.2 CONTRACTOR will provide printing and mailing of courtesy notices
- 1.3 CONTRACTOR will track and report all instruments received from the COUNTY
- 1.4 CONTRACTOR will handle all returned mail and re-mailing of the courtesy notices
- 1.5 CONTRACTOR to create a foreclosure and loan modification advisory letter using a form template, index data and images of official records from the COUNTY
 - 1.5.1 COUNTY will provide the entire document for the CONTRACTOR to review. It will be the responsibility of the CONTRACTOR to review each document and determine the affected property by the description/identification of real property listed in the document. The COUNTY will not be responsible for the collection of the data to produce the foreclosure and loan modification advisory letters
 - 1.5.2 CONTRACTOR shall determine the property address (situs address) as well as the assesse(s) name and mailing address(es) of the current assesse(s) by using the COUNTY'S Assessor data
 - 1.5.3 CONTRACTOR will mail a foreclosure and loan modification advisory letter to the assesse. The CONTRACTOR will be responsible for all research of data to produce foreclosure and loan modification advisory letters
- 1.6 CONTRACTOR will provide printing and mailing of the foreclosure and loan modification advisory letters
- 1.7 CONTRACTOR will track and report all instruments received from the COUNTY
- 1.8 CONTRACTOR will handle all returned mail and re-mailing of the foreclosure and loan modification advisory letters

2. Assumptions and Constraints

2.1 Approximate volume of documents requiring a courtesy notice is seventeen thousand (17,000) per month

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- 2.2 Approximate volume of documents requiring a foreclosure and loan modification advisory letter is six hundred (600) per month
- 2.3 The above-stated volumes, in 2.1 and 2.2, are historical averages, future volume will fluctuate, and the COUNTY does not guarantee volume. Bid should reflect one flat rate with no tier pricing.

3. 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 both the courtesy notices and the foreclosure and loan modification advisory letters and perform 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 multi-page TIFF format. These will be delivered to the CONTRACTOR via Secure File Transfer Portal (SFTP). Images will be named with the Instrument Number followed by dash and a single digit. For example: 2016-9876543-0 TIF, etc. An electronic index for the images will be sent in a CSV pipe delimited format, and will contain the following information:
 - 5.1.1 Instrument Number
 - 5.1.2 Recording Date
 - 5.1.3 Document Type Description
 - 5.1.4 Grantor(s) (comma separated within the field if more than 1 grantor)
 - 5.1.5 Grantee(s) (comma separated within the field if more than 1 grantor)
 - 5.1.6 Internal Document ID
- 5.2 Foreclosure and loan modification advisory letter will be indicated by Document Code #359 in the index sent daily by the COUNTY
- 5.3 CONTRACTOR shall determine the affected property being transferred by the description/identification of real property listed on the image of the recorded document. CONTRACTOR shall determine the property address and current owner(s) of record at time of recoding by using the County of Riverside's Assessor data and mail a notice to identified address(es)

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- 5.3.1 In the event a document has more than one description/identification of real property, a notice shall be mailed to each mailing address
- 5.3.2 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
- 5.4 Within five (5) days of receiving the data and images of the recorded instruments from the COUNTY, the CONTRACTOR shall mail the courtesy notices and the foreclosure and loan modification advisory letters via First-Class U.S. Mail to the mailing address(es) of the current owner(s) of record at the time of recording. If no mailing address is available, the CONTRACTOR will mail the courtesy notices and/or the foreclosure and loan modification advisory letters to the property address
- 5.5 Courtesy notices will be printed on the front and back side of two 8 ½" x 11" pages. The front side of page 1 of the courtesy notice will state the details in English, the second side of page 1 will provide a Spanish translation of the details of the courtesy notice, and (the COUNTY will furnish a master template for the CONTRACTOR'S use). The front side of page 2 of the courtesy notice will be printed in landscape orientation with page 1 and page 2 of the recorded document side by side. The back side of page 2 of the courtesy notice will be printed in landscape orientation with page 3 of the recorded document
- 5.6 Foreclosure and loan modification advisory letters will be printed on the front and back side of two 8 ½" x 11" pages. The front side of page 1 of the foreclosure and loan modification advisory letter will state the details in English, the second side of page 1 will provide a Spanish translation of the details of the foreclosure and loan modification advisory letter, and (the COUNTY will furnish a master template for the CONTRACTOR'S use). The front side of page 2 of the foreclosure and loan modification advisory letter, printed in landscape orientation, will have page 1 and page 2 of the recorded document side by side. The back side of page 2 of the foreclosure and loan modification advisory letter, printed in landscape orientation, will have page 3 of the recorded document
- 5.7 CONTRACTOR will be responsible for all materials needed in mailing the courtesy notices and the foreclosure and loan modification advisory letters to recipients including, but not limited to: paper, envelopes, postage and all other supplies required to complete the work
- 5 8 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 notices or the foreclosure and loan modification advisory letters, at no additional cost to the COUNTY. If the returned courtesy notices and/or the foreclosure and loan modification advisory letters cannot be re-mailed, the Instrument Number and reasons shall be reported to the COUNTY in a monthly comma delimited text file.
- 5.9 CONTRACTOR shall provide the COUNTY a monthly report titled "Courtesy Notices and Foreclosure and Loan Modification Advisory Letters Summary Report" no later than the fifth business day of the following month. The report shall include the following:
 - 5.9.1 The total number of courtesy notices and foreclosure and loan modification advisory letters mailed in the prior month
 - 5.9.2 The number of courtesy notices and foreclosure and loan modification advisory letters mailed within five (5) days of receipt of the index data and image (in compliance); the number of courtesy notices and foreclosure and loan modification advisory letters mailed after five (5) days of receipt of the index data and images (out of compliance)
 - 5.9.3 The number of courtesy notices and foreclosure and loan modification advisory letters that were not able to be mailed, (e.g. exceptions)

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- 5.9.4 The number of returned mail items, and the number and percentage of notices that were re-mailed
- 5.10 CONTRACTOR shall provide report to the COUNTY via SFTP, no later than the fifth business day of the following month, a comma delimited text file containing the following:
 - 5.10.1 Internal Document ID
 - 5.10.2 Instrument Number
 - 5.10.3 Recording Date
 - 5.10.4 Mailing date of courtesy notice
 - 5.10.5 Mailing address(es) of courtesy notice
 - 5.10.6 Name(s) of courtesy notice
 - 5.10.7 Assessor Parcel Number(s)
 - 5.10.8 Returned mail date (if applicable)
 - 5.10.9 Re-mailed date (if applicable)
 - 5.10.10 Returned mail exception reason (if applicable)
- 5.11CONTRACTOR shall provide report to the COUNTY via SFTP, no later than one day after processing, a comma delimited text file containing the following:
 - 5.11.1 Internal Document ID
 - 5.11.2 Instrument Number
 - 5.11.3 Recording Date
 - 5.11.4 Assessor Parcel Number(s)
 - 5.11.5 Legal Description

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EXHIBIT B

PAYMENT PROVISIONS

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall not exceed the amount of \$700,000 annually.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Upon delivery of each segment as outlined in EXHIBIT A, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.

D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

DESCRIPTION	UNIT PRICE	QTY	UNIT
COURTESY NOTICE	\$1.39 Flat Rate	1	EA
FORCLOSURE AND LOAN MODIFICATI ON ADVISORY LETTER	\$1.39 Flat Rate	1	EA

Prompt Payment Discount 0.5% (or\$0.01 per notice) at 15 days from receipt of goods

or invoice, whichever is later.



COUNTY OF RIVERSIDE



PETER ALDANA ASSESSOR-COUNTY CLERK-RECORDER MICHAEL HESTRIN DISTRICT ATTORNEY

COURTESY NOTICE

CONFIRMATION OF RECORDING OF A DOCUMENT

Dear Homeowner.

The Assertor-County Clerk-Recorder and the District Attorney of the County of Rivertide are committed to protecting its residents from fraudulent land transactions. In that regard, we are monitoring all recordings of Deeds and Deeds of Trust and other similar documents and are sending out "Courtery Notices" regarding recent property recording transactions:

The Recorder's records indicate that a document affecting your real property was recently recorded. A copy of the first two pages of the document is shown on the reverse side

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

If you have questions regarding this notice, you may visit the Assessor-County Clerk-Recorder website at www.RiversideACR.com and look for the section titled "Real Estate Frand". Please be aware that this notice is generated and mailed by an outside source on behalf of the Assessor-County Clerk-Recorder for Riverside County.

If you are unaware of this transaction, you may wish to contact the County of Riverside District Attorney's Real Estate Fraud Unit by sending an email to <u>REFFraudUnit@RivCoDs</u> org or by calling 1-877-723-7779. You may also fill out a Real Estate Fraud Complaint Form, which can be forwarded to the District Attorney's office. This form may be found on the District Attorney's website at <a href="may.river.new.river

Sincerely

PETER ALDANA

Assessor-County Clerk-Recorder PO Box 131, Erwards, CA 92302-0731 (921) 446-3000 www.Erwards.ATE rom

1.etc. Wishere

Min Hate

MICHAEL HESTRIN
District Attorney
3900 Orman Street Reverside CR 92361
(931) 932-3400 www.EnCod2.mx



COUNTY OF RIVERSIDE



PETER ALDANA ASSESSOR-COUNTY CLERK-RECORDER

MICHAEL HESTRIN DISTRICT ATTORNEY

Regarding Document:

FORECLOSURE AND LOAN MODIFICATION ADVISORY LETTER

Dan Homeowner

Reverside County's Assessor-County Clerk-Recorder and District Attorney are both committed to protecting their residents from real estate fraud.

Recently a NOTICE OF DEFAULT was recorded in the Rivertade County Recorder's office affecting your real property. Copies of the first three pages are shown on the attachment. You may be contacted by people who offer to accest you in your real extite matters. These offers may not be in your best interest and they may be deceptive. fraudulent or illegal

You should be especially cantinus of people who seek money by each, check, or credit card from you in advance of performing services, such as a loan modification. Be wary of signing documents regarding these services. Once a Notice of Default has been recorded, it is illegal for anyone who meets the definition of a "foreclosure consultant, including hermed agents and brokers, to collect fees in advance of performing these services (Civil Code § 2945.1)

You may wish to do something promptly to prevent losing your home in foreclosine. Free resources are available to help you. A few are listed below:

County, Inc. (800) 655-1512

http://fanbouring.net

Fair Housing Council of Riverside Homeowner's HOPE Hothne and

Loan Modification Seam Alert (888) 995-HOPE (4673) www.LoanScamAlert.org

Department of Housing and Urban Development (HUD) (877) 622-8535

www.hud.gov.fba

Please take a moment to carefully review the Notice of Default. If you are aware of this document and you are not concerned, you need do nothing further However, if you feel that you may be a victim of a crime, you may with to contact the County of Riverside District Attorney's Real Estate Fraud Unit by sending an ential to REFrandUnit@RivCoDs.Org or by calling 1 (877) 723-7779 You may also fill out a Real Estate Fraud Compliant Form, which can be forwarded to the District Attorney's office. This form may be found on the District Attorney's website at: www.RevColb.org. From the home page click "Rail Estate Firmd" under News Releases and on the next page click "Rail Estate Complaint Form. "You may also telephone your local law enforcement agency to have this matter investigated.

Smoenely.

Telin Water

PETER ALDANA Actessor-County Clerk-Recorder PO Ber 711, Kristish, CA 9180-0711 (911) 485-700 www.firenitsACR.com mi Ha

MICHAEL HESTRIN District Attorney 1960 Groups Street, Enwerde CA 97501 (91) 915-3400 www.Rh.Co.Co. ser

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COUNTY OF RIVERSIDE AMENDMENT NO. 8 TO THE AGREEMENT WITH

DATA TRACE INFORMATION SERVICES LLC

Original Contract Term:

July 1, 2015 through June 30, 2016

Contract Term Extended To:

November 1, 2016 through December 31, 2016

Effective Date of Amendment:

January 24, 2017

Annual Maximum Contract Amount:

\$700,000

Original Contract ID: Amended Contract ID:

ASARC-94646-001-06/12

ASARC-94646-001-06/16

The Agreement between County of Riverside (COUNTY) and Data Trace Information Services LCC. (CONTRACTOR), entered into as of July 12, 2011, is amended as follows:

- 1. On page 4 of the Agreement, amend Section 3 "Compensation:" Maximum payments by COUNTY TO CONTRACTOR shall not exceed eight hundred fifty thousand dollars (\$850,000.00) annually including all expenses.
- 2. All other terms and conditions of the Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE, a political	CONTRACTOR
Subdivision of the State of California	
By: Chairman, Board of Supervisors JOHN TAVAGLIONE Dated HAN 3 1 2017	Data Trace Information Services LLC Attn: Mike Armstrong 4 First American Way Santa Ana, CA 92707
Dated JAN 3 1 2017	Data Trace Information Services LLC
ATTEST:	Attn: Legal Department
Kecia Harper-Ihem	4 First American Way
Clerk of the Board	Santa Ana, CA 92707
By XAMMOONTHU	Signature: Robert Larraa
Deputy	Print Name: Robert A Sapra
	Title: President
	Dated: 1/11/2017
APPROVED AS TO FORM: Gregory P. Priamos County Counse By: Neal Kipnis, Deputy County Counsel	CC Approva

RFP#ASARC-037

BOS agenda # & Date: 3-8, June 4, 2013; 3.9 July 12, 2011, January 24, 2017 DT 11-02940

Form #116-311 Revision Date: 01/13/2016

JAN 81 2017 3.3