

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



ITEM
3.70
(ID # 7221)

MEETING DATE:

Tuesday, June 26, 2018


FROM : TREASURER-TAX COLLECTOR AND TRANSPORTATION AND LAND
MANAGEMENT AGENCY - CODE ENFORCEMENT :

SUBJECT: TREASURER-TAX COLLECTOR AND TRANSPORTATION AND LAND
MANAGEMENT AGENCY - CODE ENFORCEMENT: Approve the Professional
Service Agreements with RZ Title Services, Inc. and Title Solutions, Inc. for
Parties of Interest Reports through June 30, 2023, All Districts. [Annual Cost
\$460,000; Aggregate Cost \$2,300,000; up to \$230,000 in additional
compensation - 78% Treasurer-Tax Collector Budget, 22% Transportation and
Land Management Agency - Code Enforcement Budget]


RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with RZ Title Services, Inc. for Parties of Interest Reports for an aggregate amount of \$1,795,000 through June 30, 2023, and authorize the Chairman of the Board to sign the agreement on behalf of the County.
2. Approve the Professional Service Agreement with Title Solutions, Inc. for Parties of Interest Reports for an aggregate amount of \$505,000 through June 30, 2023, and authorize the Chairman of the Board to sign the agreement on behalf of the County.
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 agreements and sign amendments to the compensation provisions that do not exceed 10% annually.

ACTION: Policy


John Christensen, Treasurer-Tax Collector

6/12/2018


Charissa Leach, Assistant TLMA Director

6/13/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez

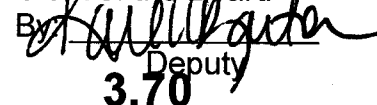
Nays: None

Absent: Ashley

Date: June 26, 2018

xc: Treasurer, TLMA-Code Enf., Purchasing

Kecia Harper-Ihem
Clerk of the Board


Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 460,000	\$ 460,000	\$ 2,300,000	\$0
NET COUNTY COST	\$ 460,000	\$ 460,000	\$ 2,300,000	\$0
SOURCE OF FUNDS: 78% Treasurer-Tax Collector Budget; 22% Transportation and Land Management Agency – Code Enforcement Budget			Budget Adjustment: No	
			For Fiscal Year: 18/19-22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Treasurer-Tax Collector's office is responsible for conducting tax sales for tax defaulted properties. In order to meet the legal requirements of notification, there is a need to have a title search company to provide parties of interest title reports. This service shall provide a report showing all parties of interest that would have a claim to the property that is being offered for sale. This report also shows all transfers, lien holders, judgements, and pending actions/bankruptcies in relation to the property. The costs of the reports are included in the minimum bid on the tax auction and thus the cost of these reports are essentially covered by tax sale proceeds.

The Treasurer-Tax Collector conducts multiple public auctions and Chapter 8 agreements of sale(s) each fiscal year and may require additional reports during the various auction processes. The total number of parcels that require parties of interest reports will vary per auction.

The Code Enforcement Division of the Transportation and Land Management Agency is responsible for enforcing various county ordinances and codes relating to the abatement of public nuisances, such as substandard buildings and junk, trash and debris, and then recovering costs related to those abatements. In order to meet the legal requirements of notification, there is a need for a title search company to provide "parties of interest title reports", also sometimes referred to as "lot book reports".

Impact on Residents and Businesses

The offering of tax defaulted properties is to collect unpaid taxes and to return the property to a revenue-generating status by conveying the property to another owner or motivating the assessee to redeem.

The abatement of public nuisances is conducted to protect the public health, safety and welfare. The subsequent recovery of abatement costs is to reimburse the County for the related costs.

Additional Fiscal Information

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

Estimated contract costs are based on reports extracted from the county's financial system. The Treasurer-Tax Collector department is anticipating an estimated annual amount of \$359,000 in parties of interest report requests for next fiscal year; Transportation and Land Management Agency's Code Enforcement Division is anticipating an estimated annual amount of \$101,000 in parties of interest report requests for next fiscal year.

Contract History and Price Reasonableness

Riverside County Purchasing and Fleet Services Department released a Request for Proposal (RFP), TTARC-015, soliciting proposals for Parties of Interest Reports. The RFP was sent to sixteen (16) potential bidders and was advertised on the Purchasing website. Two (2) bid responses were submitted in response to the RFP. Both responses came from the current incumbents, RZ Title Service Inc. and Title Solutions, Inc. The proposals were reviewed by an evaluation team made up of personnel from the Treasurer-Tax Collector department, and Transportation and Land Management Agency's Code Enforcement Division. Each bid response was evaluated based on the criteria set forth in the RFP: overall response to the RFP requirements; bidder's experience and ability; overall cost to the County; references with demonstrated success with similar work to the Scope of Service; financial status; clarifications, exceptions or deviations, and; credentials, resumes, licenses or certifications.

The cost proposals submitted ranged from \$170 to \$175 per parcel report. The cost proposals did reflect an increase from the current price per report. However, the Treasurer-Tax Collector and Transportation and Land Management Agency's Code Enforcement Division have not increased the estimated annual cost for this contract, which will be funded by their budgets respectively.

Based on the overall summation of the proposals submitted, it is the recommendation of the evaluation team to select RZ Title Services, Inc., the incumbent vendor, as the primary awarded vendor, and Title Solutions, Inc. as the secondary awarded vendor.

ATTACHMENTS:

ATTACHMENT A: **Professional Service Agreement for Parties of Interest Reports between County of Riverside and RZ Title Services, Inc.**

ATTACHMENT B: **Professional Service Agreement for Parties of Interest Reports between County of Riverside and Title Solutions, Inc.**

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


Stephanie Perez, Principal Management Analyst 6/20/2018


Teresa Summers, Director of Purchasing 6/18/2018


Gregory S. Priapos, Director County Counsel 6/19/2018

PROFESSIONAL SERVICE AGREEMENT

for

PARTIES OF INTEREST REPORTS

between

COUNTY OF RIVERSIDE

and

RZ TITLE SERVICES, INC.



JUN 26 2018 3.70

TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	3
2. Period of Performance	3
3. Compensation	3
4. Alteration or Changes to the Agreement	5
5. Termination	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	7
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility	8
10. Subcontract for Work or Services	9
11. Disputes	9
12. Licensing and Permits	10
13. Use by Other Political Entities	10
14. Non-Discrimination	10
15. Records and Documents	10
16. Confidentiality	11
17. Administration/Contract Liaison	11
18. Notices	12
19. Force Majeure	12
20. EDD Reporting Requirements	12
21. Hold Harmless/Indemnification	12
22. Insurance	13
23. General	16
Exhibit A-Scope of Service	19
Exhibit B- Payment Provisions	31

This Agreement, made and entered into this ____ day of _____, 2018, by and between RZ TITLE SERVICES, INC., a California corporation, (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 12 (twelve) pages, at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page.

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 that 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 June 30, 2023, 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 the aggregate amount of one-million, seven-hundred ninety-five thousand dollars (\$1,795,000) 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 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:

RIVERSIDE COUNTY TREASURER-TAX COLLECTOR

ATTN: SANDY FINLEY

PO BOX 12005

RIVERSIDE, CA 92502-2205

OR

RIVERSIDE COUNTY CODE ENFORCEMENT DEPARTMENT

ATTN: ACCOUNTS PAYABLE

PO 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 RIVCO-96258-002-06/23; 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.

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
- (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. 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 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

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

Riverside County Purchasing & Fleet Services

Attn: Irene Maese

2980 Washington Street

Riverside, CA 92504

CONTRACTOR

RZ Title Services, Inc.

Attn: Zulema Covarrubias

8826 Ocean View Avenue, #H

Whittier, CA 90605

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 Indemnites) 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 Indemnites 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 Indemnites 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 Indemnites 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 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 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.

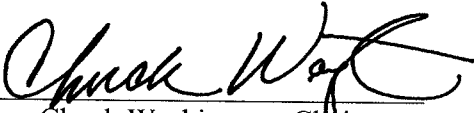
23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed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


[Intentionally Left Blank; Signature Page Follows]

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

RZ TITLE SERVICES, INC., a California corporation

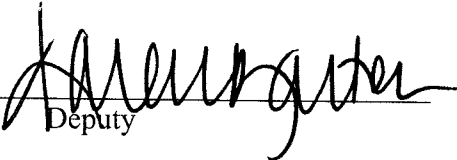
By: 
Chuck Washington, Chairman
Board of Supervisors

By: 
Zulema Covarrubias
Chief Executive Officer

Dated: JUN 26 2018

Dated: 6/13/2018

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Danielle Maland
Deputy County Counsel

Dated: 6/15/18

EXHIBIT A
SCOPE OF SERVICES

A. Purpose:

CONTRACTOR shall provide Parties of Interest Reports for the COUNTY's Treasurer-Tax Collector department, and the COUNTY's Transportation and Land Management, Code Enforcement Agency.

The Riverside County Treasurer-Tax Collector is responsible for conducting tax sales for tax defaulted properties. In order to meet legal requirements on notifications, there is a need for the CONTRACTOR to provide "parties of interest title reports". This service shall provide a report showing all parties of interest that would have a claim to the property that is being offered for sale. This report also shows all transfers, lien holders, judgements, and pending actions/bankruptcies in relation to the property.

The Code Enforcement Division of the Transportation and Land Management Agency is responsible for enforcing various county ordinances and codes relating to the abatement of public nuisances, such as substandard building, junk, trash and debris, substandard mobile homes, and inoperable vehicles. In order to meet legal requirements on notifications, there is a need for the CONTRACTOR to provide "parties of interest title reports", also sometimes referred to as "lot book reports".

B. Treasurer-Tax Collector's Requirements:

The COUNTY shall provide the CONTRACTOR with the assessment numbers of the tax sale properties. Upon receiving this information, CONTRACTOR shall provide the following:

1.0 Parties of Interest Reports:

1.1 CONTRACTOR shall provide document copies that are legible and outlined on a coversheet in the form of a "parties of interest title report". The document copies shall include, at minimum, the following:

- a. Assessor's parcel number
- b. Order number
- c. Cost of the parties of interest report
- d. The date that the parties of interest report is completed
- e. Identify the property address, vacant land, or timeshare
- f. Name of current owner

- g. Trust deed information, including document number(s), recording date(s), amount(s), trustor(s), trustee(s), and beneficiary(ies). Assignments shall also be included.
- h. Judgement(s)/Lien(s), including the type of lien, creditor(s), document number(s), recording date(s), case number(s) and amount(s)
- i. Pending actions/bankruptcies, including type of liens, case numbers, court locations, and plaintiff's names and defendants names
- j. Name and addresses of entities that have recorded default notices
- k. Recorded changes of addresses
- l. Names and recorded addresses of lessees (a person acquiring an estate for years on a lease) together with recording references
- m. Names and recorded addresses of any holders of interest in oil, gas, or mineral rights
- n. Names and recorded addresses of any holders of either a predominant easement or right-of-way easement
- o. Assessor's plot map

1.2 Parties of interest reports shall include the last document(s) transferring title, including document number(s), recording date(s), name(s), vesting and percentages of interest. In the event there is a difference in owner(s) shown on the tax rolls and the title investigation for a particular parcel, CONTRACTOR shall indicate this information below the vesting section on the parties of interest report with a detailed explanation.

1.3 CONTRACTOR shall notate within the parties of interest report why the transfer is not being acknowledged as a legitimate transfer.

1.4 CONTRACTOR shall provide a text file in ASCII format to the COUNTY which contains the parcel number, all addresses from the address report, and other specific fields as required and identified by the COUNTY. This report shall be provided by the CONTRACTOR to the COUNTY via email.

2.0 Reconciliation:

2.1 CONTRACTOR shall reconcile the legal description between the Power to Sell and the Assessor's maps, and shall notate any discrepancies in the legal descriptions in writing. The correct information shall be written in the last page of the Parties of Interest Report.

2.2 CONTRACTOR shall compare who they show on title to the Assessee on the Assessor's records and notate any differences. These differences shall be notated below the vesting section on the parties of interest reports in a detailed manner by providing a full description after the vesting information of the given transfer as to why it is not being recognized. For instance, if a transfer is not being recognized because title was not being transferred in the same manner as title was taken (i.e. if John A. Smith and Jane B. Smith, husband and wife, as joint tenants took title, however, when transferring out they do not use their middle names and the title company does not agree with the transfer).

2.3 CONTRACTOR shall not charge the COUNTY for a parties of interest report that has been cancelled prior to it being delivered.

2.4 CONTRACTOR shall provide updates for parties of interest reports on extended sales.

2.5 In the event that the COUNTY requests a revision due to inaccurate information, CONTRACTOR shall indicate that the report is a revision by notating "Revision" at the top of the first page. CONTRACTOR shall notate the reason for the revision, and the date of the revision at the end of the report.

3.0 Performance Measures and Updates

3.1 As part of the contract, a points system for failure to meet agreed upon services levels and deliverables will be in place, which will determine the amount of monetary penalties that will be assessed by the COUNTY upon the CONTRACTOR. An annual performance audit will be conducted to determine the CONTRACTOR's ability to meet the agreed upon performance standards.

3.2 Updates for the parties of interest reports will be requested on an as-needed basis. In the case of updated parties of interest reports, the COUNTY is only seeking information that has changed from the initial report or last updated report. If there has been no change to the property information, the updated report shall indicate "NO CHANGE IN PROPERTY INFORMATION FROM REPORT DATED XX/XX/XXXX" (CONTRACTOR shall provide date of initial or last report).

3.3 CONTRACTOR shall insure title searches to protect the COUNTY from cost incurred if the information given proves to be inaccurate and the COUNTY has not legally notified parties of interest due to the inaccurate title report. This cost shall include, but not be

limited to, certified mailings, legal fees, employee time, and monetary damages.

CONTRACTOR shall maintain Errors and Omissions Insurance.

4.0 Tax-Defaulted Properties

4.1 COUNTY shall send the CONTRACTOR an auction list of approximately 100-1500 parcels per auction of tax defaulted properties three (3) to four (4) months prior to the Notice of auction deadline. The completed reports are due to the Treasurer-Tax Collector on an even flow basis, at least weekly, 50% of which shall be completed and submitted to the Treasurer-Tax Collector within forty-five (45) days from the CONTRACTOR's receipt of the referred auction list. The remaining 50% shall be completed and submitted to the Treasurer-Tax Collector within ninety (90) days from CONTRACTOR's receipt of the referred auction list. The reports shall be provided on an even flow basis (i.e. if the COUNTY has a 1,000 parcel tax sale and 90 days to get the title reports completed, the COUNTY requires that 12 title reports be completed per day and sent to the COUNTY for review. This process shall ensure that the COUNTY receives all of the reports within the given deadline, and that any problems/issues can be resolved within the additional timeframe).

4.2 Title report submission due dates may be adjusted at the discretion of the COUNTY. Per each auction, all reports must be completed with one (1) hard copy, and one (1) electronic copy submitted on an even flow basis, as defined in section 4.1. At the conclusion of each respective auction, a corresponding electronic version of all parties of interest addresses shall be submitted. In the event of a bankruptcy, IRS lien, Probate, or other situation that may prevent the sale of said property, a notation is to be placed on the front of the report stating the status. CONTRACTOR must ensure that 100% of the ownership interest is accounted for, identified, and annotated on the report. In addition to the title reports being ordered for a tax sale, the COUNTY shall order, on an as-needed basis, additional title reports for Chapter 8 agreement of sale and parcel(s) with Excess Proceeds. Each of these orders shall be completed and submitted to the COUNTY within twenty (20) business days of referral.

5.0 Parcel Lists

5.1 The COUNTY shall provide a list of parcel numbers that it requires title reports to be generated for. This list shall be emailed to the CONTRACTOR by the COUNTY. The

reports shall be completed by the CONTRACTOR for each parcel as instructed by the COUNTY.

6.0 Work Plan

6.1 Reporting Mechanism - the final Title Report shall include the following items:

- a. The Treasurer-Tax Collector's identifying number, property parcel number and situs address for reference
- b. Name and mailing address of the owner(s) of record of the property in question, and the recording reference of the vesting document or document(s). Manner of holding title and any fractional interest the owner may hold, e.g. "as community property" and "as to an undivided one-third interest", etc. In addition, the address of the previously recorded conveyance is to be provided. If the address is illegible, a clear copy of the existing document shall be provided along with the report.
- c. Names and recorded addresses of lien holders, such as trust deed beneficiaries, mortgagees, vendees under land contracts, assignments, etc. The recording references for the lien documents and the dollar amounts shall also be shown.
- d. Names, recorded addresses, and other relevant facts about any person or persons disclosed by the record to have a claim of title to, or possession of, the subject property (junior lien holders, Federal and State Tax Liens, notice of action and judgments), and a copy of the Current Assessor's Map. The recording references must also be shown. If a common name cannot be researched, CONTRACTOR shall provide a list of document numbers and dates for each common name that is not feasible for further research.
- e. Names, recorded addresses, date of filing, case number, type and jurisdiction; (i.e. District Court) of any bankruptcies
- f. Any other documents recorded against the property or owner of records, which may affect title identified by document type, recording date and document number (i.e. Homestead, Mechanics Lien)
- g. Data title search was ordered and title plant date at time of issuance of final report

h. In the event of a discrepancy between the owner of record as reflected on the Assessor's Roll and the owner of record on the title investigation report, CONTRACTOR shall provide a Chain of Title for the time period as specified by the COUNTY and a note informing the COUNTY that Current Vesting Differs from COUNTY Tax Rolls.

i. CONTRACTOR shall also update title reports previously issued to the COUNTY when requested. A written report of any changes to the original report shall be issued.

6.2 Technical Capabilities:

a. CONTRACTOR shall provide complete search of properties as required by the COUNTY for the purpose of determining an accurate statement of ownership, interest, liens, encumbrances, and other interests in properties utilizing standard title procedures. Information included in the Title Report shall be derived from several sources using some of the nation's largest providers of title insurance and real estate related products and services, including Fidelity National Financial – Title Point, Fidelity National Insurance on-line plant system, Title Tax on-line property tax system, Data Tree, Parcel Quest and Real-Quest on-line recorded document imaging system, and microfilmed copies of recorded documents. These widely used information services shall be supplemented by information available directly from the COUNTY's files.

b. CONTRACTOR shall maintain the ability to handle the development of any software and hardware requirements. CONTRACTOR shall maintain the latest technologies and IT infrastructure.

c. CONTRACTOR shall maintain the ability to customize reports based on the selection of various data elements to meet the different needs of the COUNTY.

6.3 Time Frame and Phases

a. Upon receipt of the written work order, CONTRACTOR shall "open" a Parties of Interest Report Request in the CONTRACTOR's in-house tracking system.

b. CONTRACTOR shall then conduct a search of the Official Records of other documents on the chain of title that may affect the property status. If required, a further search of the public records shall be accomplished against all owners of the

property to identify any judgments, liens, bankruptcies or court proceedings that may affect the status of the property.

c. All reports shall be transmitted by email by one of CONTRACTOR's staff within 48-72 hours after completion of request. Reports may be cancelled, and COUNTY shall not be charged for reports cancelled prior to delivery of the report to COUNTY.

6.4 Compliance and Quality Assurance

a. CONTRACTOR's project coordinator shall ensure the accurate flow of information between the COUNTY and the CONTRACTOR.

b. The reports shall be proofread for accuracy twice prior to submission to the COUNTY.

c. If any request for service cannot be completed with the performance standard, CONTRACTOR shall contact the COUNTY to notify them by email or telephone within 24-hours.

6.5 CONTRACTOR shall keep in continuous contact with the COUNTY to ensure that any problems that are encountered during the sale are brought forward to confirm that they are resolved to the COUNTY's satisfaction.

6.6 CONTRACTOR shall use Property Insight to do back plant search.

7.0 Invoicing

7.1 CONTRACTOR shall provide an individual invoice on the front of each title report given, along with a detailed list of all outstanding invoices with assessment numbers, order numbers, and the invoice amount at the end for the entire tax sale. Invoices shall be made available in excel and PDF format.

C. Transportation and Land Management Agency Requirements:

The COUNTY shall provide the CONTRACTOR with the assessment numbers of the properties subject to a public nuisance abatement investigation. Upon receiving this information, CONTRACTOR shall provide the following:

1.0 Parties of Interest Title Reports

1.1 CONTRACTOR shall provide parties of interest title reports containing copies of the following documents:

a. County's "Notice of Power to Sell Tax-Defaulted Property" (if applicable)

- b. Assessor's Plot map
- c. Last recorded document transferring title
- d. Deeds of trust
- e. Judgement/Liens
- f. Court actions that may affect the ownership of the property. Further, any court action that changes title or a court action that may result in identifying a party that may have an interest in the property.
- g. Any other documents which would give a person or persons interest in the property subject to the Tax Collector's "Notice of Power to Sell Tax-Defaulted Property".
- h. Any other document that is intended to transfer title, however is not picked up as a valid document. CONTRACTOR shall notate why the transfer is not being acknowledged as a legitimate transfer.
- i. Copy of map

1.2 The document copies must be legible and outlined on a coversheet in the form of a "parties of interest title report", and include the following information:

- a. Assessor's parcel number
- b. Property address, if any, vacant land or timeshare after property
- c. Name of current owner
- d. Last document(s) transferring title, including document number(s), recording date(s), name(s), vesting and percentages of interest
- e. Trust deed information, including document number(s) recording date(s), amount(s), trustor(s), trustee(s), and beneficiary(ies). (Assignments should also be included).
- f. Assignment of record is acceptable if the chain of assignment documents is intact; the last assignment would be sufficient, unless the assignment was not assigned 100%.
- g. Trustor, trustee, and dollar amount from the Trust Deeds must to be included the report
- h. Judgements/Liens, including the type of lien, creditor(s), document number(s), and recording date(s)

- i. Pending actions/bankruptcies, including the type of liens, case numbers, court locations, plaintiffs' names, and defendants' names
- j. Date title search is ordered
- k. Date title search is completed
- l. Order number
- m. Cost of the title report
- n. Create address reports, which include all addresses found in the documents per assessment number, and which are to be attached to the cover sheets

2.0 Performance Measures and Updates

2.1 CONTRACTOR shall compare who they show on title to the Assessee on the COUNTY's records, and shall notate any differences.

2.2 CONTRACTOR shall have the ability to produce complete and accurate parties of interest reports on an as-needed basis within a three (3) business day timeframe. If files require a back plant search, CONTRACTOR shall notify the COUNTY of this requirement, and shall complete the report within ten (10) business days.

2.3 As part of the contract, a points system for failure to meet agreed upon service levels and deliverables shall be in place. This points system shall determine the amount of monetary penalties that will be assessed by the COUNTY upon the CONTRACTOR. An annual performance audit shall be conducted by the agency designee (COUNTY) to determine the CONTRACTOR's ability to meet the agreed upon performance standards, or reports received with errors.

2.4 The COUNTY shall not be charged for parties of interest reports that have been cancelled prior to being delivered.

2.5 Updates for parties of interest reports shall be requested on an as-needed basis (typically for those case files where the initial parties of interest report is outdated by six (6) or more months). In the case of updated parties of interest reports, the COUNTY is only seeking information that has changed from the initial report or last updated report. If there has been no change to the property information, the updated report shall indicate "NO CHANGE IN PROPERTY INFORMATION FROM REPORT DATED XX/XX/XXXX".

2.6 These title searches shall be insured to protect the COUNTY from cost incurred if the information given proves inaccurate and a nuisance abatement order is later found to be

legally inadequate due to improper notice. This cost could include certified mailings, legal fees, employee time, and monetary damages.

2.7 When the COUNTY is requesting a revision due to inaccurate information, CONTRACTOR shall notate "REVISION" on the top of the first page, and make a note at the end of the report stating the reason why it is revised and the date.

3.0 Work Plan

3.1 Reporting Mechanism - the final Title Report shall include the following items:

- a. The Transportation and Land Management Agency's identifying number, property parcel number and situs address for reference
- b. Name and mailing address of the owner(s) of record of the property in question, and the recording reference of the vesting document or document(s). Manner of holding title and any fractional interest the owner may hold, e.g. "as community property" and "as to an undivided one-third interest", etc. In addition, the address of the previously recorded conveyance shall be provided. If the address is illegible, a clear copy of the existing document shall be provided along with the report.
- c. Names and recorded addresses of lien holders, such as trust deed beneficiaries, mortgagees, vendees under land contracts, assignments, etc. The recording references for the lien documents and the dollar amounts shall also be shown.
- d. Names, recorded addresses, and other relevant facts about any person or persons disclosed by the record to have a claim of title to, or possession of, the subject property (junior lien holders, Federal and State Tax Liens, notice of action and judgments), and a copy of the Current Assessor's Map. The recording references shall also be shown. If a common name cannot be researched, CONTRACTOR shall provide a list of document numbers and dates for each common name that is not feasible for further research.
- e. Names, recorded addresses, date of filing, case number, type and jurisdiction; (i.e. District Court) of any bankruptcies
- f. Any other documents recorded against the property or owner of records, which may affect title identified by document type, recording date and document

number (i.e. Homestead, Mechanics Lien)

g. Data title search was ordered and title plant date at time of issuance of final report

h. In the event of a discrepancy between the owner of record as reflected on the Assessor's Roll and the owner of record on the title investigation report, CONTRACTOR shall provide a Chain of Title for the time period as specified by the COUNTY and a note informing the COUNTY that Current Vesting Differs from COUNTY Tax Rolls.

i. CONTRACTOR shall also update title reports previously issued to the COUNTY when requested. A written report of any changes to the original report shall be issued.

3.2 Technical Capabilities:

a. CONTRACTOR shall provide complete search of properties as required by the COUNTY for the purpose of determining an accurate statement of ownership, interest, liens, encumbrances, and other interests in properties utilizing standard title procedures. Information included in the Title Report shall be derived from several sources using some of the nation's largest providers of title insurance and real estate related products and services, including Fidelity National Financial – Title Point, Fidelity National Insurance on-line plant system, Title Tax on-line property tax system, Data Tree, Parcel Quest and Real-Quest on-line recorded document imaging system, and microfilmed copies of recorded documents. These widely used information services shall be supplemented by information available directly from the COUNTY's files.

b. CONTRACTOR shall maintain the ability to handle the development of any software and hardware requirements. CONTRACTOR shall maintain the latest technologies and IT infrastructure.

c. CONTRACTOR shall maintain the ability to customize reports based on the selection of various data elements to meet the different needs of the COUNTY.

3.3 Time Frame and Phases

a. Upon receipt of the written work order, CONTRACTOR shall "open" a Parties of Interest Report Request in the CONTRACTOR's in-house tracking system.

b. CONTRACTOR shall then conduct a search of the Official Records of other documents on the chain of title that may affect the property status. If required, a further search of the public records shall be accomplished against all owners of the property to identify any judgments, liens, bankruptcies or court proceedings that may affect the status of the property.

c. All reports shall be transmitted by email by one of CONTRACTOR's staff within 48-72 hours after completion of request. Reports may be cancelled, and COUNTY shall not be charged for reports cancelled prior to delivery of the report to COUNTY.

3.4 Compliance and Quality Assurance

a. CONTRACTOR's project coordinator shall ensure the accurate flow of information between the COUNTY and the CONTRACTOR.

b. The reports shall be proofread for accuracy twice prior to submission to the COUNTY.

c. If any request for service cannot be completed with the performance standard, CONTRACTOR shall contact the COUNTY to notify them by email or telephone within 24-hours.

4.0 Invoicing

4.1 CONTRACTOR shall attach an invoice to individual completed lot books ordered within the month. The invoice shall include the order number and lot book date to the COUNTY.

4.2 CONTRACTOR shall email an invoice listing on the 2nd week of each month. Invoices shall be made available in excel and PDF format.

EXHIBIT B
PAYMENT PROVISIONS

Unit of Service Cost:	Cost Per File:
Cost for each Parties of Interest Report (Treasurer-Tax Collector Department)	\$170.00
Cost for each Parties of Interest Report (Transportation and Land Management Agency)	\$170.00
Update to Original Report	\$85.00

PROFESSIONAL SERVICE AGREEMENT

for

PARTIES OF INTEREST REPORTS

between

COUNTY OF RIVERSIDE

and

TITLE SOLUTIONS, INC.



JUN 26 2018 3.70

TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance	3
3. Compensation	3
4. Alteration or Changes to the Agreement	5
5. Termination.....	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	7
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility.....	8
10. Subcontract for Work or Services.....	9
11. Disputes	9
12. Licensing and Permits	10
13. Use by Other Political Entities.....	10
14. Non-Discrimination	10
15. Records and Documents	10
16. Confidentiality	11
17. Administration/Contract Liaison	11
18. Notices.....	12
19. Force Majeure.....	12
20. EDD Reporting Requirements.....	12
21. Hold Harmless/Indemnification.....	12
22. Insurance	13
23. General	16
Exhibit A-Scope of Service	19
Exhibit B- Payment Provisions.....	28

This Agreement, made and entered into this ____ day of _____, 2018, by and between TITLE SOLUTIONS, INC., a California corporation, (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 9 (nine) pages, at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page.

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 that 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 June 30, 2023, 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 the aggregate amount of five-hundred five thousand dollars (\$505,000) 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 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:

RIVERSIDE COUNTY TREASURER-TAX COLLECTOR

ATTN: SANDY FINLEY

PO BOX 12005

RIVERSIDE, CA 92502-2205

OR

RIVERSIDE COUNTY CODE ENFORCEMENT DEPARTMENT

ATTN: ACCOUNTS PAYABLE

PO 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 RIVCO-96258-003-06/23; 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.

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
- (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. 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 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

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

Riverside County Purchasing & Fleet Services

Attn: Irene Maese

2980 Washington Street

Riverside, CA 92504

CONTRACTOR

Title Solutions, Inc.

Attn: Susan Skene

17272 Red Hill Ave

Irvine, CA 92614

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 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 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.

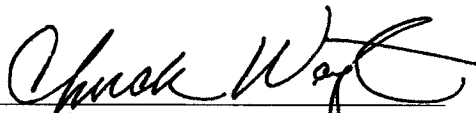
23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed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

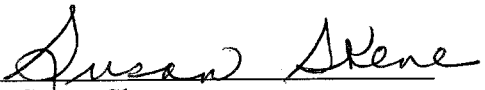
[Intentionally Left Blank; Signature Page Follows]

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

TITLE SOLUTIONS, INC., a California corporation

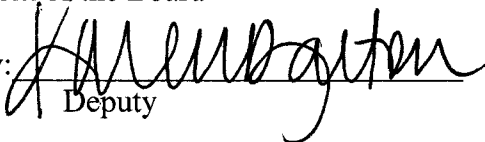
By: 
Chuck Washington, Chairman
Board of Supervisors

By: 
Susan Skene
President

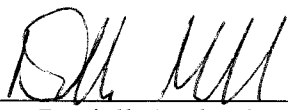
Dated: JUN 26 2018

Dated: 6-11-18

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Danielle Maland
Deputy County Counsel

Dated: 6/15/18

EXHIBIT A
SCOPE OF SERVICES

A. Purpose:

CONTRACTOR shall provide Parties of Interest Reports for the COUNTY's Treasurer-Tax Collector department, and the COUNTY's Transportation and Land Management, Code Enforcement Agency.

The Riverside County Treasurer-Tax Collector is responsible for conducting tax sales for tax defaulted properties. In order to meet legal requirements on notifications, there is a need for the CONTRACTOR to provide "parties of interest title reports". This service shall provide a report showing all parties of interest that would have a claim to the property that is being offered for sale. This report also shows all transfers, lien holders, judgements, and pending actions/bankruptcies in relation to the property.

The Code Enforcement Division of the Transportation and Land Management Agency is responsible for enforcing various county ordinances and codes relating to the abatement of public nuisances, such as substandard building, junk, trash and debris, substandard mobile homes, and inoperable vehicles. In order to meet legal requirements on notifications, there is a need for the CONTRACTOR to provide "parties of interest title reports", also sometimes referred to as "lot book reports".

B. Treasurer-Tax Collector's Requirements:

The COUNTY shall provide the CONTRACTOR with the assessment numbers of the tax sale properties. Upon receiving this information, CONTRACTOR shall provide the following:

1.0 Parties of Interest Reports:

1.1 CONTRACTOR shall provide document copies that are legible and outlined on a coversheet in the form of a "parties of interest title report". The document copies shall include, at minimum, the following:

- a. Assessor's parcel number
- b. Order number
- c. Cost of the parties of interest report
- d. The date that the parties of interest report is completed
- e. Identify the property address, vacant land, or timeshare
- f. Name of current owner

- g. Trust deed information, including document number(s), recording date(s), amount(s), trustor(s), trustee(s), and beneficiary(ies). Assignments shall also be included.
- h. Judgement(s)/Lien(s), including the type of lien, creditor(s), document number(s), recording date(s), case number(s) and amount(s)
- i. Pending actions/bankruptcies, including type of liens, case numbers, court locations, and plaintiff's names and defendants names
- j. Name and addresses of entities that have recorded default notices
- k. Recorded changes of addresses
- l. Names and recorded addresses of lessees (a person acquiring an estate for years on a lease) together with recording references
- m. Names and recorded addresses of any holders of interest in oil, gas, or mineral rights
- n. Names and recorded addresses of any holders of either a predominant easement or right-of-way easement
- o. Assessor's plot map

1.2 Parties of interest reports shall include the last document(s) transferring title, including document number(s), recording date(s), name(s), vesting and percentages of interest. In the event there is a difference in owner(s) shown on the tax rolls and the title investigation for a particular parcel, CONTRACTOR shall indicate this information below the vesting section on the parties of interest report with a detailed explanation.

1.3 CONTRACTOR shall notate within the parties of interest report why the transfer is not being acknowledged as a legitimate transfer.

1.4 CONTRACTOR shall provide a text file in ASCII format to the COUNTY which contains the parcel number, all addresses from the address report, and other specific fields as required and identified by the COUNTY. This report shall be provided by the CONTRACTOR to the COUNTY via email.

2.0 Reconciliation:

2.1 CONTRACTOR shall reconcile the legal description between the Power to Sell and the Assessor's maps, and shall notate any discrepancies in the legal descriptions in writing. The correct information shall be written in the last page of the Parties of Interest Report.

2.2 CONTRACTOR shall compare who they show on title to the Assessee on the Assessor's records and notate any differences. These differences shall be notated below the vesting section on the parties of interest reports in a detailed manner by providing a full description after the vesting information of the given transfer as to why it is not being recognized. For instance, if a transfer is not being recognized because title was not being transferred in the same manner as title was taken (i.e. if John A. Smith and Jane B. Smith, husband and wife, as joint tenants took title, however, when transferring out they do not use their middle names and the title company does not agree with the transfer).

2.3 CONTRACTOR shall not charge the COUNTY for a parties of interest report that has been cancelled prior to it being delivered.

2.4 CONTRACTOR shall provide updates for parties of interest reports on extended sales.

2.5 In the event that the COUNTY requests a revision due to inaccurate information, CONTRACTOR shall indicate that the report is a revision by notating "Revision" at the top of the first page.

3.0 Performance Measures and Updates

3.1 As part of the contract, a points system for failure to meet agreed upon services levels and deliverables will be in place, which will determine the amount of monetary penalties that will be assessed by the COUNTY upon the CONTRACTOR. An annual performance audit will be conducted to determine the CONTRACTOR's ability to meet the agreed upon performance standards.

3.2 Updates for the parties of interest reports will be requested on an as-needed basis. In the case of updated parties of interest reports, the COUNTY is only seeking information that has changed from the initial report or last updated report. If there has been no change to the property information, the updated report shall indicate "NO CHANGE IN PROPERTY INFORMATION FROM REPORT DATED XX/XX/XXXX" (CONTRACTOR shall provide date of initial or last report).

3.3 CONTRACTOR shall insure title searches to protect the COUNTY from cost incurred if the information given proves to be inaccurate and the COUNTY has not legally notified parties of interest due to the inaccurate title report. This cost shall include, but not be

limited to, certified mailings, legal fees, employee time, and monetary damages.

CONTRACTOR shall maintain Errors and Omissions Insurance.

4.0 Tax-Defaulted Properties

4.1 COUNTY shall send the CONTRACTOR an auction list of approximately 100-1500 parcels per auction of tax defaulted properties three (3) to four (4) months prior to the Notice of auction deadline. The completed reports are due to the Treasurer-Tax Collector on an even flow basis, at least weekly, 50% of which shall be completed and submitted to the Treasurer-Tax Collector within forty-five (45) days from the CONTRACTOR's receipt of the referred auction list. The remaining 50% shall be completed and submitted to the Treasurer-Tax Collector within ninety (90) days from CONTRACTOR's receipt of the referred auction list. The reports shall be provided on an even flow basis (i.e. if the COUNTY has a 1,000 parcel tax sale and 90 days to get the title reports completed, the COUNTY requires that 12 title reports be completed per day and sent to the COUNTY for review. This process shall ensure that the COUNTY receives all of the reports within the given deadline, and that any problems/issues can be resolved within the additional timeframe).

4.2 Title report submission due dates may be adjusted at the discretion of the COUNTY. Per each auction, all reports must be completed with one (1) hard copy, and one (1) electronic copy submitted on an even flow basis, as defined in section 4.1. At the conclusion of each respective auction, a corresponding electronic version of all parties of interest addresses shall be submitted. In the event of a bankruptcy, IRS lien, Probate, or other situation that may prevent the sale of said property, a notation is to be placed on the front of the report stating the status. CONTRACTOR must ensure that 100% of the ownership interest is accounted for, identified, and annotated on the report. In addition to the title reports being ordered for a tax sale, the COUNTY shall order, on an as-needed basis, additional title reports for Chapter 8 agreement of sale and parcel(s) with Excess Proceeds. Each of these orders shall be completed and submitted to the COUNTY within twenty (20) business days of referral.

5.0 Parcel Lists

5.1 The COUNTY shall provide a list of parcel numbers that it requires title reports to be generated for. This list shall be emailed to the CONTRACTOR by the COUNTY. The

reports shall be completed by the CONTRACTOR for each parcel as instructed by the COUNTY.

6.0 Work Plan

6.1 Reporting Mechanism:

a. CONTRACTOR shall have in place certain software companies, such as Data Tree, Data Trace, DocEdge, and Title Point, as well as CourTrax and Pacer, that shall be used to gather title information regarding each order placed.

6.2 Technical Capabilities:

a. CONTRACTOR shall work alongside public records, data companies, and shall utilize its own in-house proprietary platform. CONTRACTOR's database engineers shall be available to perform services for the COUNTY, and shall continue to roll out development enhancements on a regular basis.

6.3 Time Frame and Phases

a. Upon receipt of the written work order, CONTRACTOR shall "open" a Parties of Interest Report Request in the CONTRACTOR's in-house tracking system. The request shall be given to the searcher to perform the duties of searching that particular property or parcel number and obtaining a "chain of title". The documents and chain of title shall then be examined and reviewed for quality assurance. Once this information is obtained and dissected, it shall be given to the typist for typing the report. This process shall have a 3-day turnaround.

6.4 Compliance and Quality Assurance

a. CONTRACTOR shall maintain a comprehensive compliance and quality assurance program. CONTRACTOR's in-house proprietary system shall comply with quality assurance. CONTRACTOR shall have designated employees in place to handle reviewing for quality assurance.

6.5 CONTRACTOR shall keep in continuous contact with the COUNTY to ensure that any problems that are encountered during the sale are brought forward to confirm that they are resolved to the COUNTY's satisfaction.

7.0 Invoicing

7.1 CONTRACTOR shall provide an individual invoice on the front of each title report given, along with a detailed list of all outstanding invoices with assessment numbers, order

numbers, and the invoice amount at the end for the entire tax sale.

C. Transportation and Land Management Agency Requirements:

The COUNTY shall provide the CONTRACTOR with the assessment numbers of the properties subject to a public nuisance abatement investigation. Upon receiving this information, CONTRACTOR shall provide the following:

1.0 Parties of Interest Title Reports

1.1 CONTRACTOR shall provide parties of interest title reports containing copies of the following documents:

- a. County's "Notice of Power to Sell Tax-Defaulted Property" (if applicable)
- b. Assessor's Plot map
- c. Last recorded document transferring title
- d. Deeds of trust
- e. Judgement/Liens
- f. Court actions that may affect the ownership of the property. Further, any court action that changes title or a court action that may result in identifying a party that may have an interest in the property.
- g. Any other documents which would give a person or persons interest in the property subject to the Tax Collector's "Notice of Power to Sell Tax-Defaulted Property".
- h. Any other document that is intended to transfer title, however is not picked up as a valid document. CONTRACTOR shall notate why the transfer is not being acknowledged as a legitimate transfer.
- i. Copy of map

1.2 The document copies must be legible and outlined on a coversheet in the form of a "parties of interest title report", and include the following information:

- a. Assessor's parcel number
- b. Property address, if any, vacant land or timeshare after property
- c. Name of current owner
- d. Last document(s) transferring title, including document number(s), recording date(s), name(s), vesting and percentages of interest
- e. Trust deed information, including document number(s) recording date(s),

amount(s), trustor(s), trustee(s), and beneficiary(ies). (Assignments should also be included).

- f. Assignment of record is acceptable if the chain of assignment documents is intact; the last assignment would be sufficient, unless the assignment was not assigned 100%.
- g. Trustor, trustee, and dollar amount from the Trust Deeds must to be included the report
- h. Judgements/Liens, including the type of lien, creditor(s), document number(s), and recording date(s)
- i. Pending actions/bankruptcies, including the type of liens, case numbers, court locations, plaintiffs' names, and defendants' names
- j. Date title search is ordered
- k. Date title search is completed
- l. Order number
- m. Cost of the title report
- n. Create address reports, which include all addresses found in the documents per assessment number, and which are to be attached to the cover sheets

2.0 Performance Measures and Updates

2.1 CONTRACTOR shall compare who they show on title to the Assessee on the COUNTY's records, and shall notate any differences.

2.2 CONTRACTOR shall have the ability to produce complete and accurate parties of interest reports on an as-needed basis within a three (3) business day timeframe. If files require a back plant search, CONTRACTOR shall notify the COUNTY of this requirement, and shall complete the report within ten (10) business days.

2.3 As part of the contract, a points system for failure to meet agreed upon service levels and deliverables shall be in place. This points system shall determine the amount of monetary penalties that will be assessed by the COUNTY upon the CONTRACTOR. An annual performance audit shall be conducted by the agency designee (COUNTY) to determine the CONTRACTOR's ability to meet the agreed upon performance standards, or reports received with errors.

2.4 The COUNTY shall not be charged for parties of interest reports that have been cancelled prior to being delivered.

2.5 Updates for parties of interest reports shall be requested on an as-needed basis (typically for those case files where the initial parties of interest report is outdated by six (6) or more months). In the case of updated parties of interest reports, the COUNTY is only seeking information that has changed from the initial report or last updated report. If there has been no change to the property information, the updated report shall indicate "NO CHANGE IN PROPERTY INFORMATION FROM REPORT DATED XX/XX/XXXX".

2.6 These title searches shall be insured to protect the COUNTY from cost incurred if the information given proves inaccurate and a nuisance abatement order is later found to be legally inadequate due to improper notice. This cost could include certified mailings, legal fees, employee time, and monetary damages.

2.7 When the COUNTY is requesting a revision due to inaccurate information, CONTRACTOR shall notate "REVISION" on the top of the first page, and make a note at the end of the report stating the reason why it is revised and the date.

3.0 Work Plan

3.1 Reporting Mechanism:

- a. CONTRACTOR shall have in place certain software companies, such as Data Tree, Data Trace, DocEdge, and Title Point, as well as CourTrax and Pacer, that shall be used to gather title information regarding each order placed.

3.2 Technical Capabilities:

- a. CONTRACTOR shall work alongside public records, data companies, and shall utilize its own in-house proprietary platform. CONTRACTOR's database engineers shall be available to perform services for the COUNTY, and shall continue to roll CONTRACTOR's development enhancements on a regular basis.

3.3 Time Frame and Phases

- a. Upon receipt of the written work order, CONTRACTOR shall "open" a Parties of Interest Report Request in the CONTRACTOR's in-house tracking system. The request shall be given to the searcher to perform the duties of searching that particular property or parcel number and obtaining a "chain of title". The documents and chain of title shall then be examined and reviewed for quality assurance. Once

this information is obtained and dissected, it shall be given to the typist for typing the report. CONTRACTOR shall provide copies of these documents to the COUNTY.

This process shall have a 3-day turnaround.

3.4 Compliance and Quality Assurance

a. CONTRACTOR shall maintain a comprehension compliance and quality assurance program. CONTRACTOR's in-house proprietary system shall comply with quality assurance. CONTRACTOR shall have designated employees in place to handle reviewing for quality assurance.

3.5 CONTRACTOR shall be available each day from 8am to 6pm to provide any information that the COUNTY may require. CONTRACTOR shall designate a staff member to be made available immediately to resolve any issues that could arise. CONTRACTOR shall be available via email, and shall deal with the COUNTY on an urgent escalation basis.

3.6 CONTRACTOR shall not subcontract out any portion of the work to be performed for the COUNTY.

4.0 Invoicing

4.1 CONTRACTOR shall attach an invoice to individual completed reports ordered within the month. The invoice shall include the order number and lot book date to the COUNTY.

EXHIBIT B
PAYMENT PROVISIONS

Unit of Service Cost:	Cost Per File:
Cost for each Parties of Interest Report (Treasurer-Tax Collector Department)	\$175.00
Cost for each Parties of Interest Report (Transportation and Land Management Agency)	\$175.00
Update to Original Report	\$25.00