



County Administrative Office  
**GENERAL SERVICES DIVISION**

ADMINISTRATION • COMMUNICATION • CONSTRUCTION • CUSTODIAL • FACILITIES • FLEET • KGOV  
INFORMATION TECHNOLOGY • PROPERTY MANAGEMENT • PURCHASING • SECURITY • MAIL

September 23, 2016

First Corporate Solutions  
Mr. Daniel Silverburg  
914 'S' Street  
Sacramento CA 95811

Subject: Price Agreement No. 946

Gentlemen:

Enclosed for your approval is Price Agreement No. 946. Please review, print and sign then return the original to our Purchasing Division no later than Friday, September 30, 2016.

A copy of this Agreement, signed by an authorized representative of your company, must be in our files before any purchase orders are issued to you.

We look forward to a mutually beneficial relationship.

Sincerely,

A handwritten signature in black ink, appearing to read "Carol J. Cox", with a long, sweeping underline.

Carol J. Cox, C.P.M.  
Purchasing Manager  
General Services - Purchasing  
County Administrative Office

CJC:  
Enclosure

**Price Agreement No. 946**  
**KERN COUNTY**  
**CONTRACTUAL SERVICES AGREEMENT**  
**MASTER TERMS AND CONDITIONS**

**THIS AGREEMENT** is made and entered into effective with the date entered on the Schedule which is attached hereto and incorporated herein by this reference, by and between the COUNTY OF KERN, a political subdivision of the State of California, as represented by the Purchasing Agent ("County"), with its principal location at 1115 Truxtun Avenue, 3<sup>rd</sup> Floor, Bakersfield, CA 93301, and FIRST CORPORATE SOLUTIONS ("Vendor") identified on the Schedule hereto;

**WHEREAS**

- (a) Government Code section 25502.5 provides that the Board of Supervisors may authorize the County Purchasing Agent to engage independent contractors to perform services for the County when the aggregate cost does not exceed \$100,000; and
- (b) The County requires those services which are specified in Exhibit A; and
- (c) The County desires to engage Vendor to provide said services and Vendor, by reason of his/her qualifications, experience, and facilities for doing the type of work herein contemplated, has offered to provide the required services on the terms set forth herein; and
- (d) Pursuant to County Ordinance Code section 2.38.100 E., the Board of Supervisors has authorized the Purchasing Agent to engage independent contractors to perform contractual services for the County where the aggregate cost does not exceed \$100,000;

**IT IS AGREED** between the parties hereto as follows:

1. **Services to be Rendered.** Vendor shall provide the services described in Exhibit 'A' which is attached to the Schedule and incorporated therein.
2. **Compensation to Vendor.** County shall compensate Vendor in accordance with the compensation selection(s) annotated on the Schedule. No additional compensation will be paid for secretarial, clerical support staff, overhead or any other costs incurred by Vendor pursuant to providing services to County.
3. **Reimbursement Policy and Billing Requirements.** All invoices for payment shall be submitted in triplicate in a form approved by the County based upon the payment schedule selected in Exhibit A and shall contain an itemization of all costs and fees broken down monthly (including an itemization of all travel expenses incurred if applicable) and also stated as a cumulative total. Invoices shall be sent for review and processing to the County department(s) identified on the purchase order associated with this Agreement. Vendor shall also provide an informational copy to the Purchasing Agent. Payment will be made to Vendor within thirty (30) days of receipt and approval of the invoice by the County.
4. **Term.** This Agreement shall be deemed in force as of the effective date specified on the Schedule and shall terminate on the date therein specified unless sooner terminated as provided for herein.
5. **Assignment.** Vendor shall not assign, sublet or transfer this Agreement, or any part hereof. Vendor shall not assign any monies due or which become due to Vendor under this Agreement without the prior express and written approval of the Purchasing Agent.
6. **Audit, Inspection and Retention of Records.** Vendor agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Vendor shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Vendor shall maintain such data and records in an accessible location and

condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

7. **Authority to Bind County.** It is understood that Vendor, in Vendor's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

8. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision. This Agreement is the product of negotiation and both parties are equally responsible for its authorship. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

9. **Choice of Law/Venue.** The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

10. **Compliance with Law.** Vendor shall observe and comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

11. **Confidentiality.** Vendor shall not, without the written consent of the Purchasing Agent, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

12. **Conflict of Interest.** Vendor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Vendor agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Vendor shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

13. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. **Enforcement of Remedies.** No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

15. **Indemnification.** Vendor agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Vendor or Vendor's officers, agents, employees, independent contractors, sub-contractors of any tier,

or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Vendor by any person or entity.

16. **Insurance.** Contractor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Contractor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The Contractor shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or County as an additional insured.

A. **Workers' Compensation and Employers Liability Insurance Requirement B** In the event Contractor has employees who may perform any services pursuant to this Agreement, Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Contractor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Contractor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Contractor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

B. **Liability Insurance Requirements:**

(1) Contractor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(a) **Commercial General Liability Insurance** including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

(c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

(2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

(4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

C. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

D. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.

E. If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.

F. All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.

G. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless

of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

H. Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Contractor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

17. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

18. **Negation of Partnership.** In the performance of all services under this Agreement, Vendor shall be, and acknowledges that Vendor is, in fact and law, an independent contractor and not an agent or employee of County. Vendor has and retains the right to exercise full supervision and control of the manner and methods of providing services to County under this Agreement. Vendor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Vendor in the provision of services under this Agreement. With respect to Vendor's employees, if any, Vendor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

19. **Non-Collusion Covenant.** Vendor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. Vendor has received from County no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

20. **Nondiscrimination.** Neither Vendor, nor any officer, agent, employee, servant or subcontractor of Vendor shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements.

21. **Nonwaiver.** No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Vendor. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

22. **Notices.** All notices required or provided for in this Agreement shall be provided to Kern County Purchasing Agent at the address indicated in the opening paragraph of this Agreement, the Vendor at the address indicated in the Schedule, and the County department(s) at the address indicated in the associated purchase order. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified herein above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by leaving such notice with the receptionist or other person of like capacity employed in Vendor's office, or the receptionist for the Kern County General Services Department.

23. **Ownership of Documents.** All reports, documents and other items generated or gathered in the course of providing services to the County under this Agreement are and shall remain the property of the County, and shall be returned to County upon full completion of all services by Vendor or termination of this Agreement, whichever first occurs.

24. **Representations.** Vendor makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

a. Vendor has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and

b. Vendor does not have any actual or potential interests adverse to County nor does Vendor represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and

c. Vendor shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

25. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

26. **Signature Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

27. **Sole Agreement.** This document, including the attachments hereto, contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

28. **Termination.** The Purchasing Agent may at his election, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective fifteen (15) days after personal delivery, or twenty (20) days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. In the event this Agreement is terminated by either Vendor or the Purchasing Agent, Vendor shall submit to the County all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within fifteen (15) days after the effective date of any written Notice of Termination. Should either party terminate this Agreement as provided herein, County shall pay Vendor for all satisfactory services rendered by Vendor prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in the Schedule.

29. **Time of Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

30. **Compliance with IRCA.** Vendor acknowledges that Vendor, and all subcontractors hired by Vendor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Vendor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Vendor to perform services under this Agreement are in compliance with the IRCA. In

addition, Vendor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Vendor's employees, or the employees of any subcontractor hired by Vendor, are not authorized to work in the United States for Vendor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Vendor or Vendor's subcontractor(s).

31. **No Third Party Beneficiaries.** It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to County and Vendor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Vendor that any such person or entity, other than County or Vendor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

32. **Corporate Qualifications.** Consistent with CA Corporations Code sec. 2105 and as a material term of this Agreement Contractor within five (5) business of execution of this Agreement shall provide to County a copy of the Certificate of Qualification issued by the California Secretary of State indicating that Contractor is currently qualified to do business in the state of California. "Doing business" is defined in CA Revenue and Taxation Code sec. 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Any corporation, both domestic and foreign (those incorporated outside of California) must be in good standing in order to be qualified to do business in the County of Kern, State of California. Failure to provide County with a current Certificate of Qualification may serve as a basis for termination of this Agreement.

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**KERN COUNTY**  
**CONTRACTUAL SERVICES AGREEMENT**

Format A

**SCHEDULE TO MASTER TERMS AND CONDITIONS: Price Agreement No. 946**

**THIS SCHEDULE** shall be effective on: October 1, 2016 and shall terminate no later than September 30, 2019, and is entered into between the COUNTY OF KERN, as represented by the Purchasing Agent, located at: 1115 Truxtun Avenue, 3<sup>rd</sup> Floor, Bakersfield CA 93301 and FIRST CORPORATE SOLUTIONS ("Vendor"), located at 914 'S' Street, Sacramento CA 95811:

Vendor is (select one):  
☐ Sole Proprietorship  
☒ Incorporated in the State of CA  
☐ Other (specify)

Vendor shall provide those services described in Exhibit A, which is attached hereto and incorporated herein by this reference.

**XX** Price Agreement No. 946 General Terms and Conditions are attached hereto as Exhibit B and incorporated herein by this reference.

County shall compensate Vendor for all services to be provided hereunder, including any reimbursement of travel expenses and other costs incurred by Vendor under this Agreement, in an aggregate sum not to exceed \$\_\_\_\_\_, which includes (select one):  
☐ a fixed fee of \$\_\_\_\_\_.  
☐ a not to exceed fee of \$\_\_\_\_\_ at the hourly rate of \$\_\_\_\_\_.  
☒ other (specify): County Price Agreement No. 946

(select one of the following two)

**XX** County shall **not** reimburse Vendor for any costs or travel expenses incurred by Vendor hereunder.

County **shall** reimburse Consultant for all necessary and reasonable actual expenses incurred on behalf of County in an amount not to exceed \$\_\_\_\_\_. If the reimbursable expenses include travel, the travel expenses must be reasonable and necessary, approved in advance in writing by the Responsible County Department, and shall not exceed the following County per diems: lodging, \$212.00 per night including taxes; breakfast, \$11.00; lunch, \$15.00; dinner, \$25.00; economy rental car and mileage, if by private automobile, at \$.56 per mile; if by common carrier, at actual fare charged for economy or coach class.

Vendor shall be required to have the following Insurance coverages, as described in the Master Terms and Conditions, in the minimum amounts indicated: (select all that apply)

<b>XX</b> Commercial General Liability (\$1,000,000/Occurrence & \$2,000,000/Aggregate)	or other amounts _____ & _____.
<b>XX</b> Automobile Liability (\$1,000,000/Occurrence)	or other amounts _____.
<b>XX</b> Worker's Compensation (\$1,000,000/Occurrence & \$2,000,000/Aggregate)	or other amounts _____.
<input type="checkbox"/> Professional Liability (\$1,000,000/Occurrence & \$2,000,000/Aggregate)	or other amounts _____ & _____.

Should any conflicts arise between this Schedule and the Master Terms and Conditions attached hereto and incorporated herein by this reference, the Master Terms and Conditions shall control.

**IN WITNESS WHEREOF**, each party has signed this Schedule upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

COUNTY OF KERN

FIRST CORPORATE SOLUTIONS

By \_\_\_\_\_

By \_\_\_\_\_

"County"

"Vendor"

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

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

## EXHIBIT A SERVICES

Vendor shall provide the Services indicated below for the County department(s) identified in the purchase order associated with this Agreement based on the following payment schedule:

1. Full description of Services:  
The Vendor shall provide Title Search Reports and Search Updates for the County of Kern.

The Vendor shall provide the Services indicated below for the County department(s) identified in the purchase order(s) associated with this Agreement, based on the Pricing Schedule below. The Vendor shall provide professional appearing Title Search Reports for Person of Interest searches and Search Updates in a pdf format, based upon ATN numbers provided.

The Kern County Treasurer Tax Collector's office shall submit the ATN numbers to FIRST CORPORATE SOLUTIONS that it desires Title Search/Person of Interest search reports be done for. The ATN numbers shall be emailed to: [daniel.silverburg@ficoso.com](mailto:daniel.silverburg@ficoso.com), 914 'S' Street, Sacramento CA 95811 at phone (800) 406-1577 ext. 8918.

The Vendor shall promptly reply back to the Treasurer Tax Collector Representatives a list of any names that appear to be so common that they require a Social Security number, or other confidential information as to identify them as being the correct Party of Interest for the ATN's being searched

### **Report Delivery Schedule:**

The Vendor shall process delivery of the fully completed Parties of Interest Search Reports within the following timeline:

01-300 Parcels within 30 Days  
301-500 Parcels within 45 Days  
500-800 Parcels within 60 Days

Parties of Interest Search Reports for Chapter 8 Agreement Tax Sales shall be done within the following schedule:

01-10 Parcels within 7 Days  
01-20 Parcels within 10 Days  
01-50 Parcels within 14 Days

Updated Reports include all of the same information as the original Parties of Interest Search Reports and shall be completed for parcels that are sold during a sale and have excess proceeds. Those Updated Reports shall be completed in the following timeline:

001-100 Parcels within 21 Days  
101-200 Parcels within 30 Days

The time calendar for the Reports to be returned shall begin at the time the County sends the ATN's to the Vendor. Therefore, it is the responsibility of the Vendor to make sure they are constantly monitoring the email address/addresses provided for the ATN's to be sent to.

The Parties of Interest Search Report shall begin with a Report Cover Page. The Cover Page Report shall be clearly titled "Parties of Interest Search Report" for Kern County Treasurer Tax Collector and have the Month and year of the Public Auction Sale. The ATN Number shall be clearly visible on the left side of the paper and the searched through date shall be across from the ATN number on the right side of the page. Below that information shall be four columns labeled as follows:

Doc. Type  
Recorded Date  
Doc #  
Interested Party

The first document shall be the Grant Deed(s). The last document on that list shall be the Power to Sell document.

The supporting documents shall be right after the Cover Page Report and shall be in the order that they are listed on the Cover Page Report. All documents shall be legible copies. The Interested Parties Name(s) and the ATN shall be highlighted each place it is referenced on the document.

Mello Roos and any all documents that pertain to assessments and Special Districts shall be included in the Report.

Each Parties of Interest Search Report shall be in PDF format and the File Name shall be the ATN with no dashes.

The Reports shall be emailed to the following County Representatives unless otherwise stated:

Mike Carrillo- [carrillom@co.kern.ca.us](mailto:carrillom@co.kern.ca.us)

[Chase Nunneley](mailto:nunneleyc@co.kern.ca.us) – [nunneleyc@co.kern.ca.us](mailto:nunneleyc@co.kern.ca.us)

[Angelica Leon](mailto:leona@co.kern.ca.us) – [leona@co.kern.ca.us](mailto:leona@co.kern.ca.us)

When the batches of ATN numbers to be searched and Reports provided are in excess of one hundred, the Reports shall be sent to the County in smaller batches, generally batches of 50, or close to that as they are completed so that they are not overwhelmed with a large amount of information and files at once and they can spread out reviewing them over a greater period of time. Each batch shall have an Excel Spreadsheet summary of the Parties of Interest with their addresses for mailing notification purposes.

The Spreadsheet shall have 8 columns labeled as follows:

ATN

Party of Interest

Care of

Street Number

Street Name

City

State

Zip Code

Each Party of Interest shall be listed on a separate row. If a Party of Interest has more than one address associated with them each address shall be on a separate row with their name. The "Care of" field shall be used when a Party of Interest is being notified, or mailed in Care Of, which may be another person's name, or a business name, or other similar third party that it may be addressed to in an attempt to reach the designated Party of Interest.

The Treasurer-Tax Collector's Office will be performing periodic reviews of the documents received from VENDOR. It is expected that all documents comply with the format provided and be free from material errors regarding the parties of interest.

Material errors include:

- Parties of Interest that are not appropriately identified and/or missing, or
- Parties of Interest being identified to a specific parcel when they should not be.

If the Treasurer-Tax Collector's office discovers any errors in the reports, the report shall be returned to the Vendor to fix and resubmit within three (3) days at no additional charge. If any of the submitted batches of approximately 50 reports contain more than two (2) errors, or if the total number of errors discovered in all reports exceeds ten (10), then this agreement may be immediately terminated.

### **Usage Reports:**

The Vendor shall keep usage reports for all services it performs for the County. The information shall minimally include: The number of Parties of Interest Searches for each Sale with the Sale being listed as the Month, Year and type of Sale, (for example; March 2016- Public Auction Sale) ordering department, the make, model and lay description of the uniform or linen, the number of uniforms, or linens rented, the rental fees, replacement fees if any, and dates of service. The information shall be provided to the Requesting County Agent within 48 hours of the request. The information shall be conveyed in an Excel Spreadsheet or similar document acceptable to the County.

**PRICING SCHEDULE**  
**Effective October 1, 2016 through September 30, 2019**

**PARTIES OF INTEREST SEARCH REPORT:** **\$175.00 per Report**

**SEARCH UPDATES:** **\$35.00 per Update**  
(up to six (6) months after the original search)

**SEARCH UPDATES:** **\$40.00 per Update**  
(from six (6) months, to one (1) year after the original search)

**SEARCH UPDATES:** **\$60.00 per Update**  
(from one (1) year, to two (2) years after the original search)

**EXTENSIVE SEARCH:** **\$125.00 per Hour**

2. Dates and location where Services will take place (include time schedule and/or milestone dates if appropriate):  
As requested by Treasurer Tax Collectors office throughout the term of the agreement.
3. If training is involved, the hours per day that are included in the training and minimum/maximum number of staff/trainees allowed to attend the training:  
NONE
4. Materials, equipment, facilities, manuals, study guides, etc., will be provided as indicated to assist the Vendor in provision of Services:

By County of Kern:

NONE

By Vendor:

NONE

## **EXHIBIT B**

### **PRICE AGREEMENT NO 946**

#### **General Terms and Conditions**

1. **PRICING**

All prices shall be in accordance with the Schedule to which this Exhibit B is attached, for the initial term of the Agreement.

2. **SCOPE OF WORK**

Scope of Work shall be in accordance with Exhibit A, which is attached to the Schedule.

3. **ADDITIONAL SERVICES**

The County reserves the right to negotiate with the Vendor to add additional services under this Agreement as deemed necessary. Such additions shall be made by written amendment signed by both parties.

4. **INVOICING**

A. Itemized duplicate invoices shall be submitted to the identified County department(s) in accordance with invoicing instructions included in each purchase order referencing this Agreement.

B. The applicable purchase order number must appear on all shipping documents and invoices.

C. Invoice terms shall be Net 30.

5. **MINIMUM ORDERS**

A. The minimum order unit per item shall be none, and the total minimum order shall be none.

B. No guarantee is made that any minimum amount will be purchased.

6. **AUTHORIZATION TO PERFORM**

This Agreement is not an authorization to provide services. Performance in accordance with this Agreement shall be authorized only by written purchase order referencing this Agreement.

7. **EXTENSION**

This Agreement may be extended for additional time periods as agreed by the Vendor and the County and confirmed by written amendment signed by both parties.

8. **CONFLICTING TERMS**

In the event any terms or conditions in this Exhibit B, General Terms and Conditions, conflict with or are otherwise inconsistent with any of the terms or conditions in Master Terms and Conditions, the terms and conditions of this Exhibit B shall control.