



**COUNTY OF LOS ANGELES  
TREASURER AND TAX COLLECTOR**

KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET, ROOM 437  
LOS ANGELES, CA 90012



**MARK J. SALADINO**  
TREASURER AND TAX COLLECTOR

December 15, 2009

TELEPHONE  
(213) 974-2101

FACSIMILE  
(213) 626-1812

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

26 DECEMBER 15, 2009

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**DEPARTMENT OF TREASURER AND TAX COLLECTOR:  
RECOMMENDATION TO AWARD CONTRACT FOR  
TITLE INVESTIGATION AND REPORTING SERVICES TO  
PACIFIC CORPORATE & TITLE SERVICES, INC.  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The County of Los Angeles (County) Treasurer and Tax Collector (TTC) issued a Request For Proposals (RFP) to solicit proposals for Title Investigation and Reporting Services from qualified firms interested in providing title investigation and reporting services for parties of interest reports.

The TTC currently contracts to provide title investigation and reporting services related to properties deemed Tax Defaulted Subject to the Power to Sell pursuant to Chapter 7, Part 6, Division 1 of the California Revenue and Taxation Code. Prior to the sale of such property, TTC is required to notify all parties of interest pursuant to Revenue and Taxation Code Section 3701 of an impending tax sale. TTC utilizes title investigation reporting in the form of Parties of Interest Reports to identify all lien holders of record, any persons with Title of Record to all or any portion of the properties and all recorded documents affecting said properties in the Auction in order to make such notifications. TTC has contracted for the provision of title investigation and reporting services since 1985.

The proposal submitted by Pacific Corporate & Title Services, Inc. (PCTS) for these services was evaluated and rated according to their responsiveness to criteria included in the RFP. Based on TTC's evaluation, the TTC is recommending approval and Contract award to PCTS to provide title investigation and reporting services.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Award and instruct the Chair to sign the attached Contract with PCTS for the provision of title investigation and reporting services related to the sale of tax defaulted properties, at the rate of \$95.00 per each Parties of Interest Report, for the TTC's Secured Property Tax Division for a term of one (1) year, commencing upon the date of Board approval, or February 10, 2010, whichever is sooner, with an annual maximum Contract Sum not to exceed \$800,000.
2. Delegate authority to the TTC to execute future options to extend the Contract for a maximum of four (4) one-year renewals and six (6) month-to-month extensions at the option of the TTC in accordance with the Term of the Contract.
3. Delegate authority to the TTC to execute future amendments to modify the terms of the Statement of Work that do not materially alter the Contract, and/or to add and/or change certain terms and conditions in the Contract as required by the Board of Supervisors or Chief Executive Officer, provided County Counsel approval is obtained prior to execution of such amendments.
4. Delegate authority to the TTC to approve if necessary, any assignment and delegation of services performed by PCTS, in order to ensure continuation of title investigation and reporting service needs to meet TTC's mandated operations provided that County Counsel approval is obtained prior to such assignment.
5. Authorize the TTC to execute amendments to increase the Contract Sum by no more than 15% annually based on any unanticipated increase in workload, changes in technology, or reporting requirements.
6. Delegate authority to the TTC if necessary, to execute substantially similar Contract(s), without affecting the maximum Contract Sum, to the next highest ranked proposal identified in this RFP process and terminate the incumbent for convenience in order to ensure that unanticipated circumstances, changes in the title investigation and reporting services workload requirements, or the incumbents inability to provide the required services during the term of the Contract do not jeopardize TTC's mandated operations, provided County Counsel concurrence is obtained prior to execution.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The TTC currently contracts with WestCoast Title Company, a private agency, to provide title investigation and reporting services related to properties deemed Tax Defaulted Subject to the Power to Sell pursuant to Chapter 7, Part 6, Division 1 of the California Revenue and Taxation Code. The recommended Contract will replace the current Contract, on which TTC has begun exercising the six (6) month-to-month extension(s) following the original five (5) year term, and which will expire upon effective notice following Board approval but no later than February 9, 2010. Prior to the sale of tax defaulted property, TTC is required to notify all parties of interest pursuant to Revenue and Taxation Code Section 3701 of an impending tax sale. TTC utilizes title investigation reporting in the form of Parties of Interest Reports to identify all lien holders of record, any persons with Title of Record to all or any portion of the properties and all recorded documents affecting said properties in the auction in order to make such notifications. TTC has contracted for the provision of title investigation and reporting services since 1985.

The recommended Contract with PCTS will provide for continuing title investigation and reporting services.

The recommended Contract will commence upon your Board's approval or February 10, 2010, whichever is sooner.

### **Implementation of Strategic Plan Goals**

The approval of this Contract is consistent with the County's Strategic Plan in the area of Operational Effectiveness. The recommended Contract provides for ongoing contractual title investigation and reporting services, which supports mandated operations of the TTC.

### **FISCAL IMPACT/FINANCING**

The maximum Contract expenditure for the first year is \$800,000. Title search fees are recovered from the sale or redemption of tax defaulted properties, at the Board approved fee pursuant to the provisions of Los Angeles County Code Section 4.64.150. A recommendation will be brought before your Board to adjust this Board approved fee to reflect the change in actual cost incurred by the County for this service.

Funding has been included in the 2009-2010 Adopted Budget. Funds required for subsequent years will be included in each year's budget request.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to Government Code Section 31000, the Board is authorized to Contract for special services. The Contract contains the County's required provisions, including the requirement for the Contractor to notify and assist its employees with the Federal Earned Income Tax Credit application process, the consideration of qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Program, Safely Surrender Baby Law, Contractor notification to County when Contract is within six (6) months from expiration of term and Contractor's compliance with the Defaulted Property Tax Reduction Program. The recommended Contract with PCTS shall commence upon the date of Board approval, or February 10, 2010, whichever is sooner, with four (4) one-year and six (6) month-to-month extensions at the option of the TTC in accordance with the Term of the Contract, for a maximum term of five (5) years and six (6) months. The Contractor is in compliance with all Board, Chief Executive Office and County Counsel requirements. PCTS will not be asked to perform services that exceed the Contract Sum, scope of work, or term of the Contract. The Contract expressly provides that the County has no obligation to pay for expenditures by PCTS that exceed the maximum Contract Sum. Additionally, the Contract contains performance standards, including liquidated damages for substandard and/or non-performance.

The attached Contract with PCTS has been reviewed and approved as to form by County Counsel.

## **CONTRACTING PROCESS**

TTC released the RFP for Title Investigation and Reporting Services on April 8, 2009. The RFP was released to sixty-six (66) prospective proposers; forty-five (45) via U.S. mail and twenty-one (21) via e-mail. The prospective proposers are listed in Attachment I, which consists of TTC's proposers list, vendors researched from the Internet, and the Los Angeles County Website of registered vendors. A notice of the RFP was posted on the TTC Website and the Los Angeles County Bid Website (Attachment II) under two (2) commodity codes to maximize outreach to potential proposers. A Mandatory Proposer's Conference was held Tuesday May 5, 2009, with nine (9) firms attending.

Five (5) firms responded with a proposal by the due date of May 22, 2009, they are: Pacific Corporate & Title Services, Inc. (PCTS), Placer Title Company (Placer), Ticor Title Company of California (Ticor), ValuFinders, Inc. (ValuFinders), and Westcoast Title and Abstract Company, Inc. (WTAC).

TTC implemented the Evaluation Methodology for Proposals (Informed Averaging), which was approved by your Board on March 31, 2009 and became effective June 1, 2009. The proposal submitted by PCTS met all of the minimum RFP requirements, and was complete, detailed, and responsive to the RFP. PCTS' proposal was ranked highest overall. The proposal clearly demonstrated that PCTS has a good understanding of the scope of work to be performed and the complexity of TTC's service requirements. The proposal clearly described the agency's proposed approach to provide title investigation and reporting services, including the number of qualified staff PCTS shall dedicate to this Contract. PCTS has over twenty (20) years of experience providing services similar to those being requested by TTC and has provided similar services to other government agencies. The proposal was evaluated and rated according to their responsiveness to criteria included in the RFP. As required in the RFP, the proposal submitted by PCTS provided a description of qualifications, their proposed approach to provide services, and a quality control plan.

Two (2) firms requested debriefings of their respective proposals, they are: Placer and Tigor. Pursuant to the revised Services Contract Solicitation Protest Policy (Policy No. 5.055), which was adopted by your Board on March 31, 2009 and became effective June 1, 2009, both firms were provided with the Notice of Intent to Request a Proposed Contractor Selection Review (PCSR) form. Placer and Tigor did not request a PCSR; however, Placer did request and was provided a redacted copy of the recommended proposer's proposal under the Public Records Act.

Consistent with the Board motion of June 16, 2009, regarding a contract cost savings initiative, TTC addressed potential cost reductions during the Contract negotiation process with PCTS. PCTS explained that in light of the firm fixed cost for the term of the Contract and their already reduced cost(s) that they are unable to provide any further cost reductions for their services.

In accordance with the implementation of the Los Angeles County Code Chapter 2.206, Defaulted Property Tax Reduction Program (Program) which became effective October 20, 2009, PCTS completed the Certification of Compliance with the County's Defaulted Property Tax Reduction Program form and the Program provisions were added to the Contract.

Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise statistical information for PCTS is included in Attachment III. PCTS is not a certified Small Business Enterprise (SBE)/Community Based Enterprise (CBE). The recommendation of PCTS is made without regard to gender, race, creed, color or national origin. There are no provisions for Cost of Living Adjustment (COLA) in the attached Contract. This is not a Proposition A Contract; and therefore, is exempt from the Living Wage Program (County Code Chapter 2.201).

The Honorable Board of Supervisors  
December 15, 2009  
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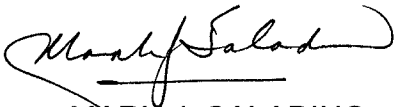
**IMPACT ON CURRENT SERVICES**

TTC has exercised the six (6) month-to-month extension(s) under the current Contract for title investigation and reporting services, following the original five (5) year term, while finalizing the RFP and award. The current Contract will expire upon effective notice following Board approval, but no later than February 9, 2010. The award of the recommended Contract will ensure uninterrupted title investigation and reporting services related to the sale of tax defaulted properties.

**CONCLUSION**

Instruct the Executive Officer-Clerk of the Board to return two (2) signed originals of the Contract and one (1) adopted Board letter to TTC.

Respectfully submitted,



MARK J. SALADINO  
Treasurer and Tax Collector

MJS:KK:evt

Attachments

c: Chief Executive Officer  
Acting County Counsel  
Executive Officer, Board of Supervisors  
Auditor-Controller

No.	NAMES	ADDRESS	CITY / STATE	ZIP CODE	PHONE NUMBER	FAX NUMBER	CONTACT PERSON	E-MAIL ADDRESS
1	AEROTECK, INC.	990 W. 190TH STREET STE. 400	TORRANCE, CA	90502	(310) 800-9100	(800) 800-9190	Mondi Rollans	<a href="mailto:mtavakol@aeroteck.com">mtavakol@aeroteck.com</a>
2	AMERICAN COAST TITLE CO.	1119 W. GLENOAKS BLVD.	GLENDALE, CA	91202				
3	AMERICAN TITLE COMPANY	101 N. BRAND BLVD. STE. 1800	GLENDALE, CA	91203			Chris Brown	
4	BANK OF SACRAMENTO	1750 HOWE AVE. STE. 100	SACRAMENTO, CA	95825	(916) 648-2633	(916) 648-0511	Debra Petersen	<a href="mailto:dpetersen@banksacramento.com">dpetersen@banksacramento.com</a>
5	BRAD WESTOVER TRI	8926 SUNLAND BLVD.	SUN VALLEY, CA	91352				
6	BROAD SPECTRUM	101 N. LA BREA AVE., STE. 503	INGLEWOOD, CA	90301	(310)693-6505 ext 103			
7	CALIFORNIA COUNTIES TITLE NATION	8707 RESEARCH DRIVE	IRVINE, CA	92618	(888) 282-5885	(626) 793-3054	Nona F. Thavaj	<a href="mailto:Nthavaj@calCounties.com">Nthavaj@calCounties.com</a>
8	CALIFORNIA HALL SERVICE	12400 IMPERIAL HWY.	NORWALK, CA	90650				
9	CALIFORNIA LAND TITLE ASSOCIATION	P.O.BOX 13968	SACRAMENTO, CA	95853	(916) 444-2647	(916) 444-2851	Larry Buster	<a href="mailto:mail@clta.org">mail@clta.org</a>
10	CALIFORNIA LOT BOOK, INC., DBA CALIFORNIA TITLE SEARCH	3850 CONVOY ST. STE. 220	SAN DIEGO, CA	92110	(858) 278-8297	(858) 278-8393	Greg Peerbelte	<a href="mailto:info@lotbook.com">info@lotbook.com</a>
11	CHICAGO TITLE COMPANY	535 N. BRAND BLVD., STE. 300	GLENDALE, CA	91203	(818) 265-7872	(818) 265-7809	Mike Bossard	<a href="mailto:bossardM@CTT.com">bossardM@CTT.com</a>
12	CHICAGO TITLE INSURANCE CO.	560 E. HOSPITALITY LANE	SAN CLEMENTE, CA	92408	(909)981-6711			
41	CHICAGO TITLE INSURANCE CO.	425 W. BROADWAY, STE. 105	GLENDALE, CA	91204			John Sisco	
13	CIVIC CENTER TITLE SERVICES, INC.	12400 E. IMPERIAL HWY., #5214	NORWALK, CA	90650	(562) 462-1876	(562) 462-9050	Marvin Cole	<a href="mailto:civiccentertitleservices@verizon.net">civiccentertitleservices@verizon.net</a>
14	COMMONWEALTH LAND TITLE CO.	801 N. BRAND BLVD.	GLENDALE, CA	91203				
15	COMMONWEALTH LAND TITLE CO.	655 N. CENTRAL AVE.	GLENDALE, CA	91203				
16	CONTINENTAL LAWYERS TITLE	55 S. LAKE AVE.	PASADENA, CA	91101				
18	DEPARTMENT OF PUBLIC WORKS, MAPPING & PROPERTY MGMNT DIVISION	900 S. FREMONT AVE., 10TH FLOOR	ALHAMBRA, CA	91830				
19	ENVIRONMENTAL TITLE	12400 IMPERIAL HWY.	NORWALK, CA	90650				
20	EQUITY TITLE COMPANY	727 SILVER SPUR RD.	PALOS VERDES PENINSULA, CA	90274				
21	EQUITY TITLE COMPANY	425 W. BROADWAY STE. 300	GLENDALE, CA	91204	(818) 291-4400 ext 4307	(818) 240-6064	Jim Wood	<a href="mailto:Jim.Wood@equitytitle.com">Jim.Wood@equitytitle.com</a>
22	FIDELITY NATIONAL TAX SERVICE	468 N. ROSEMEAD BLVD.	PASADENA, CA	91107				
23	FIDELITY NATIONAL TITLE CO.	17592 E. 17TH ST., #200	TUSTIN, CA	92780			Jay Gaskill	
24	FIDELITY NATIONAL TITLE INS.	9100 WILSHIRE BLVD.	BEVERLY HILLS, CA	90212				
25	FIDELITY TAX SERVICE	6803 N. TULANE AVE.	MOORPARK, CA	93021				
26	FIDELS TAX SERVICE	1257 N. AVALON BLVD.	WILMINGTON, CA	90744				
27	FIRST AMERICAN TITLE	6345 BALBOA BLVD.	ENCINO, CA	91436				
28	FIRST AMERICAN TITLE CO. OF LOS ANGELES	520 N. CENTRAL AVE.	GLENDALE, CA	91203				
29	FIRST SOUTHWESTERN TITLE CO. OF CALIFORNIA	790 E. COLORADO BLVD.	PASADENA, CA	91101				
30	GATEWAY TITLE CO.	9255 W. SUNSET BLVD.	WEST HOLLYWOOD, CA	90069				
31	GATEWAY TITLE CO.	1900 W. OLIVE AVE.	BURBANK, CA	91506				
32	INVESTORS TITLE CO.	700 N. BRAND BLVE., STE 1100	GLENDALE, CA	91203				
34	LANDAMERICA GATEWAY TITLE	500 N. BRAND BLVD., STE 1900	GLENDALE, CA	91203				
35	LANDWOOD TITLE INSURANCE CO.	1403 N. TUSTIN AVE., STE. 300	SANTA ANA, CA	92705				
36	LAWYERS TITLE CO.	251 S. LAKE AVE.	PASADENA, CA	91101				
37	LAWYERS TITLE CO.	7530 GLENOAKS BLVD.	BURBANK, CA	91504	(800) 747-7777	(818) 252-3770	Ron Ashimine	
38	LPS PROPERTY TAX SOLUTIONS	3100 NEW YORK DR. STE. 100	PASADENA, CA	91107	(626) 345-2218	(626) 808-9059	Jeffery Flach	<a href="mailto:JEFFREY.FLACH@LPSVCS.COM">JEFFREY.FLACH@LPSVCS.COM</a>

No.	NAMES	ADDRESS	CITY / STATE	ZIP CODE	PHONE NUMBER	FAX NUMBER	CONTACT PERSON	E-MAIL ADDRESS
40	MENTOR 4, INC.	1225 W. 190TH ST., STE 100	GARDENA,CA	90248	(310) 851-2060			
39	MORAN & ASSOCIATES AA COMPUTERS	P.O. BOX 13357	TORRANCE, CA	90503	(310) 781-0739			
42	NATIONAL REAL ESTATE INFORMATION SERVICES	100 BEECHAM DR.	PITTSBURG, PA	15205	(800) 753-3339	(800) 252-1465	Joseph Marcone	<a href="mailto:Joseph.Marcone@nreis.com">Joseph.Marcone@nreis.com</a>
43	NORTH AMERICAN TITLE CO.	101 N. BRAND BLVD. STE. 1800	GLENDALE, CA	91202				
44	NORTH AMERICAN TITLE CO.	1777 N. CALIFORNIA BLVD.	WALNUT CREEK, CA	94596				
45	NORTH AMERICAN TITLE CO.	1607 TRICE VALLEY BLVD.	WALNUT CREEK, CA	94595				
46	NORTH AMERICAN TITLE CO.	3780 KILROY AIRPORT WAY, STE. 130	LONG BEACH, CA	90806			Diane Tringali	
47	OLD REPUBLIC TITLE CO.	450 BRAND BLVD.	GLENDALE, CA	91203				
48	OPTIMA INFORMATION SOLUTIONS, LLC	3 FIRST AMERICAN WAY	SANTA ANA, CA	92707	(949) 567-5061			
49	ORANGE COAST TITLE CO. OF L.A.	2411 W. LA PALMA AVE., STE. 300	ANAHEIM, CA	92801				
50	PACIFIC CORPORATE & TITLE SERVICES	914 S. STREET	SACRAMENTO, CA	95811	(800) 266-9469 ex. 5018	(800) 266-2703	Daniel Silverburg or Jean Journeay	<a href="mailto:daniel.silverburg@paccorp.com">daniel.silverburg@paccorp.com</a>
51	PROGRESSIVE TITLE CO.	425 W. BROADWAY, STE. 300	GLENDALE, CA	91204				
52	PROVIDENT TITLE CO.	8926 SUNLAND BLVD. STE. 105A	SUN VALLEY, CA	91352	(818) 683-1283	(310) 247-4982	Dennis L. Plank	<a href="mailto:DLPLANK@PROVIDENTTITLE.COM">DLPLANK@PROVIDENTTITLE.COM</a>
53	PROVIDENT TITLE COMPANY BERVERLY HILLS BRANCH	9300 WILSHIRE BLVD. STE. 100	BEVERLY HILL, CA	90210	(310) 247-4950	(310) 247-4970	Jerry Millsaps	<a href="mailto:jerrymillsaps@providenttitle.com">jerrymillsaps@providenttitle.com</a>
54	RECORD TITLE OF CALIFORNIA	14320 FIRESTONE BLVD.	LA MIRADA, CA	90638				
55	RZ TITLE SERVICES, INC.	8826 OCEAN VIEW AVE. #H	WHITTIER, CA	90605	(562) 325-8351	(714) 783-3038	Zulima Delgado or Rosette Maristela	<a href="mailto:info@rztitle.com">info@rztitle.com</a>
33	SECURITY UNION TITLE INSURANCE	1007 E. COOLEY DR.	COLTON, CA	92324			Kevin Beach	
56	SKYVIEW ESCROW INC.	7857 FLORENCE AVE. #206	DOWNEY, CA	90240	(562) 928-3410	(562) 928-3428	Julie Lara	<a href="mailto:Julie@skyviewescrowinc.com">Julie@skyviewescrowinc.com</a>
57	SKYVIEW ESCROW INC.	8225 WHITE OAK AVE.	RANCHO CUCAMONGA, CA	91730	(909) 987-1518			
58	SOUTHLAND TITLE CORP.	7530 N. GLENOAKS BLVD.	BURBANK, CA	91504				
59	SPL EXPRESS	12400 IMPERIAL HWY.	NORWALK, CA	90650				
60	STEWART TITLE OF CALIF., INC.	505 N. BRAND BLVD. #1200	GLENDALE, CA	91203	(818) 502-2715	(818) 241-9857	Nick Pappas	<a href="mailto:npappas@stewart.com">npappas@stewart.com</a> cc: to Linda Mundy: <a href="mailto:lmundy@stewart.com">lmundy@stewart.com</a>
61	THE ESCROW MALL, INC.	1424 MADERA RD. STE. 203	SIMI VALLEY, CA	93065	(805) 306-9309	(805) 582-3283	Melissa Gaelz	<a href="mailto:melissag@theescrowmall.com">melissag@theescrowmall.com</a>
62	THE PAR 3 GROUP	101 ATLANTIC AVE. STE. 104	LONG BEACH, CA	90802	(562)537-7528	(866) 486-8286	Richie Stephens	<a href="mailto:richie@par3group.com">richie@par3group.com</a>
63	TICOR TITLE COMPANY	2815 TOWNSGATE ROAD	WESTLAKE VILLAGE, CA	91361	(805) 446-6000 ext. 205			
64	TITLE COURT SERVICE	205 S. BROADWAY #302	LOS ANGELES, CA	90012	(562) 868-5881	(562) 864-6771	Glenn Shaw	<a href="mailto:calhall@verizonmail.com">calhall@verizonmail.com</a>
17	TRANSAMERICA REAL ESTATE INFORMATION COMPANY	26500 W. AGOURA RD. STE. 316	CALABASAS, CA	91302			Cordia Wright	
65	WEST COAST TITLE COMPANY	15480 ARROW HWY., STE. 216	BALDWIN PARK, CA	91706	(626) 307-1145	(626) 307-1784	Gregory Powell	<a href="mailto:wst@sprintmail.com">wst@sprintmail.com</a>
66	ZOOM TITLE	P.O. BOX 290031	PHELAN, CA	92329	(760) 403-0050		Gene Logan	<a href="mailto:zoomtitle@yahoo.com">zoomtitle@yahoo.com</a>



**Bid Detail Information**

**Bid Number :** TTC RFP 2009-02a TIRS  
**Bid Title :** RFP for Title Investigation and Reporting Services April 2009  
**Bid Type :** Service  
**Department :** Treasurer and Tax Collector  
**Commodity :** ESCROW AND TITLE SERVICES  
**Open Date :** 4/8/2009  
**Closing Date :** 5/19/2009 4:00 PM  
**Bid Amount :** N/A  
**Bid Download :** [Available](#)

**Bid Description :** The County of Los Angeles Treasurer and Tax Collector (TTC) is requesting proposals for the provision of title investigation and reporting services.

TTC is responsible for collecting current and delinquent taxes for real property and conducting the sale of properties deemed Tax Defaulted Properties Subject to the Power to Sell pursuant to Chapter 7, Part 6, Division 1 of the California Revenue and Taxation Code. Prior to the sale of such property, TTC is required to notify all parties of interest pursuant to Revenue and Taxation Code Section 3701. The TTC utilizes a Title Investigation and Reporting Services contractor to provide the requisite data in the form of Parties of Interest Reports (Reports) to identify all lien holders of record and any persons with Title of Record to all or any portion of the properties and all recorded documents affecting said property in the Auction in order to make such notifications.

The RFP can be downloaded from the Internet by either accessing the County of Los Angeles bid website at: <http://camisvr.co.la.ca.us/lacobids> and selecting "View Open Bids" and then "List by Department," or the TTC website at: <http://ttc.lacounty.gov> by clicking on the "TTC Contract Opportunities" link. Potential Proposers should take care to download and review the entire RFP. The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Firms that meet the minimum requirements identified in the Minimum Mandatory Requirements (Paragraph 1.4) of the RFP, are invited to submit a proposal to provide the services described further in the Statement of Work (Appendix B) of the RFP. Potential Proposers should carefully review the RFP and ensure that their proposal complies with all RFP requirements.

A Mandatory Proposers' Conference, to answer questions regarding the written specifications of the RFP will be held on Tuesday, May 5, 2009, at 10:00 a.m., Pacific Time, at the Hall of Administration, 500 West Temple Street, Room 140, Los Angeles, CA 90012. Any firm submitting a proposal must attend this Conference or will be disqualified. To register to attend the Mandatory Proposers' Conference, please contact Ms. Elena Villacrés Torres, Contracts Section, at (213) 974-7360 by Friday, May 1, 2009.

RFP responses must be prepared in accordance with Section 2.0, Proposal Submission Requirements of the RFP. Proposals are due on Tuesday, May 19, 2009, no later than 4:00 p.m., Pacific Time, and shall be delivered or mailed to: Treasurer and Tax Collector – Contracts Section, 500 West Temple Street, Room 437, Los Angeles, CA 90012.

Proposals received after the scheduled deadline will not be accepted and shall be returned to the sender unopened.

**Contact Name :** Elena Villacrés Torres  
**Contact Phone# :** (213) 974-7360  
**Contact Email :** [contracts@ttc.lacounty.gov](mailto:contracts@ttc.lacounty.gov)  
**Last Changed On :** 4/9/2009 3:56:05 PM

[Back to Last Window](#)

**Bid Detail Information**

**Bid Number :** TTC RFP 2009-02b TIRS  
**Bid Title :** RFP for Title Investigation and Reporting Services April 2009  
**Bid Type :** Service  
**Department :** Treasurer and Tax Collector  
**Commodity :** INSURANCE - TITLE  
**Open Date :** 4/8/2009  
**Closing Date :** 5/19/2009 4:00 PM  
**Bid Amount :** N/A  
**Bid Download :** [Available](#)  
**Bid Description :** The County of Los Angeles Treasurer and Tax Collector (TTC) is requesting proposals for the provision of title investigation and reporting services.

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The RFP can be downloaded from the Internet by either accessing the County of Los Angeles bid website at: <http://camisvr.co.la.ca.us/lacobids> and selecting "View Open Bids" and then "List by Department," or the TTC website at: <http://ttc.lacounty.gov> by clicking on the "TTC Contract Opportunities" link. Potential Proposers should take care to download and review the entire RFP. The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Firms that meet the minimum requirements identified in the Minimum Mandatory Requirements (Paragraph 1.4) of the RFP, are invited to submit a proposal to provide the services described further in the Statement of Work (Appendix B) of the RFP. Potential Proposers should carefully review the RFP and ensure that their proposal complies with all RFP requirements.

A Mandatory Proposers' Conference, to answer questions regarding the written specifications of the RFP will be held on Tuesday, May 5, 2009, at 10:00 a.m., Pacific Time, at the Hall of Administration, 500 West Temple Street, Room 140, Los Angeles, CA 90012. Any firm submitting a proposal must attend this Conference or will be disqualified. To register to attend the Mandatory Proposers' Conference, please contact Ms. Elena Villacrés Torres, Contracts Section, at (213) 974-7360 by Friday, May 1, 2009.

RFP responses must be prepared in accordance with Section 2.0, Proposal Submission Requirements of the RFP. Proposals are due on Tuesday, May 19, 2009, no later than 4:00 p.m., Pacific Time, and shall be delivered or mailed to: Treasurer and Tax Collector – Contracts Section, 500 West Temple Street, Room 437, Los Angeles, CA 90012.

Proposals received after the scheduled deadline will not be accepted and shall be returned to the sender unopened.

**Contact Name :** Elena Villacrés Torres  
**Contact Phone# :** (213) 974-7360  
**Contact Email :** [contracts@ttc.lacounty.gov](mailto:contracts@ttc.lacounty.gov)  
**Last Changed On :** 4/9/2009 4:06:24 PM

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# ATTACHMENT III

## FIRM/ORGANIZATION INFORMATION AS PROVIDED BY PROPOSER TITLE INVESTIGATION AND REPORTING SERVICES

The following information was gathered for statistical purposes only. On final analysis and consideration of award, vendor was selected without regard to gender, race, creed or color.

FIRM INFORMATION	PCTS		Placer		Ticor		ValuFinders		WTAC	
	% of Ownership	No.	% of Ownership	No.	% of Ownership	No.	% of Ownership	No.	% of Ownership	No.
<b>OWNERS/ PARTNERS:</b>										
Black/African American					N/A	N/A	100%	2		
Hispanic/Latino					N/A	N/A				
Asian or Pacific Islander			4%	1	N/A	N/A				
American Indian					N/A	N/A				
Filipino					N/A	N/A				
All others	100%	1	96%	26	N/A	N/A			100%	1
Women (included above)			37%	10	N/A	N/A	50%	1		
<b>MANAGERS:</b>										
Black/African American					1		2			
Hispanic/Latino	1		7		1		1			
Asian or Pacific Islander										
American Indian			1							
Filipino										
All others	8		61		5		1		1	
Women (included above)	5		53		2		2		1	
<b>STAFF:</b>										
Black/African American	1		7		1		11			
Hispanic/Latino	5		39		12		3			
Asian or Pacific Islander	6		13		4		1		1	
American Indian			1		1					
Filipino					16					
All others	20		408		39		2		2	
Women (included above)	21		367		37		9			
<b>TOTAL NUMBER OF EMPLOYEES</b>	42		564		80		23		5	
<b>BUSINESS STRUCTURE</b>	Sole Proprietorship		Corporation		Corporation		Corporation		Corporation	
<b>Certified as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise?</b>	N/A		N/A		N/A		N/A		N/A	



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**PACIFIC CORPORATE & TITLE SERVICES**

**FOR**

**TITLE INVESTIGATION AND REPORTING SERVICES**

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- I SAFELY SURRENDERED BABY LAW
- J DEFAULTED PROPERTY TAX REDUCTION PROGRAM



**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
PACIFIC CORPORATE & TITLE SERVICES  
FOR  
TITLE INVESTIGATION AND REPORTING SERVICES**

This Contract and Exhibits made and entered into this 15<sup>th</sup> day of December, 2009 by and between the County of Los Angeles, hereinafter referred to as County and Pacific Corporate & Title Services hereinafter referred to as Contractor. Pacific Corporate & Title Services is located at 914 S Street, Sacramento, CA 95811.

**RECITALS**

**WHEREAS**, pursuant to Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

**WHEREAS**, the Contractor is a private firm specializing in providing Title Investigation and Reporting Services; and

**WHEREAS**, Contractor has submitted a proposal to the Los Angeles County Treasurer and Tax Collector (TTC) for the provision of Title Investigation and Reporting Services and based upon the Request For Proposal process, Contractor has been selected for recommendation for award of such Contract; and

**WHEREAS**, the Board of Supervisors has authorized the TTC to administer this Contract;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Technical Exhibits
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
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- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Defaulted Property Tax Reduction Program

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 – Change Notices and Amendments and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Contract Administrator:** The individual designated by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Contract Manager.
- 2.4 **Contractor Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.5 **County Contract Administrator:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Manager.
- 2.6 **County Contract Manager:** Person designated by County's Contract Administrator to manage the operations under this Contract.
- 2.7 **County Contract Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.8 **Day(s):** Calendar day(s) unless otherwise specified.

**2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

**2.10 Treasurer and Tax Collector:** As used herein, the term "Treasurer and Tax Collector" shall mean the Director of the County's Department of the Treasurer and Tax Collector.

### **3.0 WORK**

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A – Statement of Work.

3.2 Contractor agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to high professional standards as exist in Contractor's profession or field of practice.

3.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

4.1 The term of this Contract shall be for one (1) year commencing upon approval by County's Board of Supervisors, or February 10, 2010, whichever is sooner, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract term for up to four (4) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Treasurer and Tax Collector throughout the term of the Contract to meet the needs of the County. In the event the Treasurer and Tax Collector desires to

renew the Contract by exercising an option term, TTC shall provide Contractor with a written notice of intent to renew the Contract thirty (30) calendar days prior to the expiration of the current term of the Contract. The exercise of the renewal option shall be set forth in writing, as provided in Paragraph 8.1 Change Notices and Amendments.

- 4.3 The Contractor shall notify TTC when this Contract is within six (6) months from the expiration of the initial term and each subsequent renewal term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to TTC at the address herein provided in *Exhibit E - County's Administration*.

## **5.0 CONTRACT SUM**

- 5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by County to Contractor for provision of the Services specified herein in accordance with Exhibit B, "Pricing Schedule", and shall not exceed eight hundred thousand dollars (\$800,000) for the first year of this Contract.
- 5.2 Contract rates specified in Exhibit B, "Pricing Schedule", shall remain firm and fixed for the term of the Contract including all option extensions.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to TTC at the address herein provided in *Exhibit E - County's Administration*.

**5.5 No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.6 Invoices and Payments**

5.6.1 The Contractor shall invoice the County, monthly in arrears, only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.6.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.
- 5.6.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- Each monthly invoice shall enumerate, at a minimum, the Item Number, Parcel Number, and cost per Report completed.
- 5.6.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.6.5 All invoices under this Contract shall be submitted in two (2) i.e., one original and one copy, to the following address:
- Treasurer and Tax Collector  
Accounts Payable  
500 West Temple Street – Room 464  
Los Angeles, California 90012  
Email Address: [ttcbudget@ttc.lacounty.gov](mailto:ttcbudget@ttc.lacounty.gov)
- 5.6.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Administrator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, review of **properly** prepared invoices in no instance will take more than two (2) weeks; thereafter, invoices will be processed in accordance with the County of Los Angeles Fiscal Manual Guidelines.

**5.6.7 Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

**6.0 ADMINISTRATION OF CONTRACT - COUNTY**

**COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following subparagraphs are designated in *Exhibit E - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

**6.1 COUNTY'S CONTRACT ADMINISTRATOR**

6.1.1 County's Contract Administrator is designated in Exhibit E – County's Administration. The County shall contact the Contractor in writing of any change in the name or address of the County's Contract Administrator.

6.1.2 County's Contract Administrator shall be responsible for ensuring that the objectives of this Contract are met and determining Contractor's compliance with the Contract and inspecting all tasks, deliverable, goods, services, or other work provided by or on behalf of Contractor.

6.1.3 County's Contract Administrator is responsible for providing overall direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.1.4 The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract except as permitted in accordance with Sub-paragraph 8.1, Change Notices and Amendments, and is not



authorized to further obligate County in any respect whatsoever.

## **6.2 COUNTY'S CONTRACT MANAGER**

6.2.1 The responsibilities of the County's Contract Manager include:

- As needed, request meeting(s) with the Contractor's Contract Manager; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

6.2.2 The County's Contract Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

## **6.3 COUNTY'S CONTRACT MONITOR**

The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the County's Contract Manager.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 CONTRACTOR'S CONTRACT ADMINISTRATOR**

7.1.1 Contractor's Contract Administrator shall be a full-time employee of Contractor. The Contractor's Contract Administrator is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Administrator.

7.1.2 Contractor's Contract Administrator shall be the principal officer in the Contractor's office to service the Contract and to act as a liaison for the Contractor in coordinating the performance under the Contract.

7.1.3 Contractor's Contract Administrator shall be responsible for

Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor and ensuring Contractor's compliance with this Contract.

7.1.4 Contractor's Contract Administrator shall be available to meet and confer with County's Contract Administrator on an as needed basis, either in person or by telephone as mutually agreed by the parties, to review Contract performance. Such meetings shall be conducted at a time and place as mutually agreed by the parties.

## **7.2 CONTRACTOR'S CONTRACT MANAGER**

7.2.1 The Contractor's Contract Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager.

7.2.2 The Contractor's Contract Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.

7.2.3 The Contractor's Contract Manager must have **three (3)** years of documented experience providing services similar to those requested in this Contract; be a full-time employee of the Contractor; and be able to fluently read, speak, and understand English.

## **7.3 APPROVAL OF CONTRACTOR'S STAFF**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Manager.

## **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing

work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include, but is not limited to, Live Scan fingerprinting. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

- 7.4.2 County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 CONFIDENTIALITY**

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any

injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "*Contractor Acknowledgement and Confidentiality Agreement*", *Exhibit G1*.
- 7.5.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "*Contractor Employee Acknowledgment and Confidentiality Agreement*", *Exhibit G2*.
- 7.5.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "*Contractor Non-Employee Acknowledgment and Confidentiality Agreement*", *Exhibit G3*.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 CHANGE NOTICES AND AMENDMENTS**

- 8.1.1 The County reserves the right to initiate Change Notices that **do not affect** the Term or Contract Sum. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County's Contract Administrator.
- 8.1.2 For any change, which affects the payments and/or Statement of Work that do not materially alter the Contract, an Amendment shall be prepared and executed by the Contractor and the Treasurer and Tax Collector provided County Counsel approval is obtained prior to execution of such Amendment(s).

- 8.1.3 For any change which affects the Term or Contract Sum under this Contract, an Amendment shall be prepared therefore, executed by Contractor, and thereafter by the County's Board of Supervisors, except that TTC is expressly authorized to increase the Contract Sum set forth in Paragraph 5., Contract Sum, not to exceed fifteen percent (15%) of the total Contract Sum for a particular contract year based on an increase in work volume. Any such change shall be in writing and signed by the Contractor and the TTC.
- 8.1.4 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the TTC or his/her designee.
- 8.1.5 The Treasurer and Tax Collector, may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. For the exercise of TTC's renewal option a written notice of intent to renew the Contract shall be prepared and signed by the Contractor and the TTC. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its

discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same

remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

### **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within ten (10) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.



- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Contract Manager within three (3) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with,

or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

#### **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California

resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrates to the County's satisfaction that the Contractor either continues to remain outside of the

Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to,

identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES  
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM  
PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractor shall contact the nearest GAIN/GROW office to obtain referrals. A list of GAIN/GROW offices may be obtained via the internet at:

<http://www.ladpss.org/dpss/gainservices/default.cfm>

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity,

or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### 8.12.4 **Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors



shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of

debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**8.14 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor’s duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.15 COUNTY’S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor’s performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all

covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

### **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

### **8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 FORCE MAJEURE**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the

Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

### **8.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

### **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and



provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Treasurer and Tax Collector, Contracts Section  
500 West Temple Street, Room 464  
Los Angeles, California 90012

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

**8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured

endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**8.24.3 Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

**8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

**8.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**8.24.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

**8.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8.24.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

**8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.24.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.24.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

## 8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to

satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.25.4 Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

### **8.26 LIQUIDATED DAMAGES**

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a)

Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or



limit the County's right to terminate this Contract as agreed to herein.

**8.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

**8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County

that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict TTC from acquiring similar, equal or like goods and/or services from other entities or sources.

**8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County's Contract Manager and/or County's Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Manager or County's Contract Administrator is not able to resolve the dispute, the Treasurer and Tax Collector or designee shall resolve it.

**8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for

the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration and F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Treasurer and Tax Collector, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **8.37 PUBLICITY**

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However,

in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Administrator. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

### **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be

kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be

either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

**8.38.4 Financial Statements:** Beginning one (1) year after the Effective Date and every year thereafter, until the expiration of this Contract, Contractor shall submit to County a complete set of audited financial statements for the twelve (12) month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position), and Income Statement (Statement of Operations). In addition, Contractor shall submit a statement regarding any pending litigation since Contractor last reported same to County. County reserves the right to request these audited financial statements on a more frequent basis and will so notify Contractor in writing.

### **8.39 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 SUBCONTRACTING**

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the**



**County.** Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Treasurer and Tax Collector - Contracts Section  
500 West Temple Street – Room 464  
Los Angeles, California 90012  
Attention: Contracts Section

before any Subcontractor employee may perform any work hereunder.

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

## **8.42 TERMINATION FOR CONVENIENCE**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

## **8.43 TERMINATION FOR DEFAULT**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Administrator:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the

failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee,

or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.45 TERMINATION FOR INSOLVENCY**

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

**8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

**8.48 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**8.49 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.50 WARRANTY AGAINST CONTINGENT FEES**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**9.0 UNIQUE TERMS AND CONDITIONS**

**9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise



Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

- 9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

## **9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has

been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

### **9.3 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

**9.4 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 9.3 – Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: Pacific Corporate & Title Services

By [Signature]  
Name

President/CEO  
Title

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

COUNTY OF LOS ANGELES

By [Signature]  
Chair, Board of Supervisors

By [Signature]  
Deputy

ATTEST:

SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors



By [Signature]  
DEPUTY

APPROVED AS TO FORM:

Robert E. Kalunian  
Acting County Counsel

By [Signature]  
Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

26

DEC 15 2009

[Signature]  
SACHI A. HAMAI  
EXECUTIVE OFFICER

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**CONTRACT FOR  
TITLE INVESTIGATION AND REPORTING SERVICES**

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# **EXHIBIT A**

## **STATEMENT OF WORK**

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### ATTACHMENTS

- Attachment I – Sample Parties of Interest Report Cover Letter
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- Attachment III – Name and Address Information for Parties of Interest



# **EXHIBIT A**

## **STATEMENT OF WORK (SOW)**

### **1.0 SCOPE OF WORK**

TTC is responsible for collecting current and delinquent taxes for real property and conducting the sale of properties deemed Tax Defaulted Properties Subject to the Power to Sell pursuant to Chapter 7, Part 6, Division 1 of the California Revenue and Taxation Code. Prior to the sale of such property, TTC is required to notify all parties of interest pursuant to Revenue and Taxation Code Section 3701. The TTC utilizes title investigation reporting in the form of Parties of Interest Reports (Reports) (Attachment I) to identify all recorded documents affecting said property, all lien holders of record and any persons with Title of Record to all or any portion of the properties in the Auction in order to make such notifications. Other properties that may require title investigations include properties on which the County has a lien and property subject to Improvement District Bond foreclosure proceedings. Contractor should have access to appropriate data sources essential to performing the often times extensive research required on the types of properties described above. Currently, multiple auctions (historically, two (2) per year) are held each Fiscal Year and title investigations on tax defaulted properties are requested approximately three (3) to four (4) months prior to the Notice of Auction deadline. Upon receiving TTC's request, Contractor shall deliver completed title investigations on a flow basis, i.e., beginning delivery within two (2) weeks of receipt, and no less than weekly thereafter, from referral of the original Auction list(s). Approximately 1,000-4,000 tax defaulted properties require title investigation reports per Auction. In addition, Agreement Sales of tax defaulted properties pursuant to Chapter 8, Part 6, Division 1 of the California Revenue and Taxation Code (Chapter 8 Agreement Sales) are conducted throughout the year. Chapter 8 Agreement Sale property lists shall be issued to the Contractor on an as-needed basis and Reports shall be completed and submitted within ten (10) business days of referral.

### **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words/phrases as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Chain of Title:** A chronological list of documents comprised of recorded history of title to a specific parcel of real property.
- 2.2 Chapter 8 Agreement Sale:** A tax sale of tax defaulted properties to eligible taxing agency, revenue district, city, redevelopment agency, special district, or nonprofit organization.
- 2.3 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of this Statement of Work, Exhibit A.
- 2.4 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by this Statement of Work, Exhibit A.
- 2.5 Contractor's Contract Administrator:** The individual designated by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Contract Manager.
- 2.6 Contractor's Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.7 County:** County of Los Angeles.
- 2.8 County's Contract Administrator:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Contract Manager.
- 2.9 County's Contract Manager:** Person designated by County's Contract Administrator to manage the operations under this Contract.
- 2.10 County's Contract Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.11 Data Submission:** All materials submitted must be completed with one (1) hard copy and one (1) secured electronic copy. A hardcopy summary index identifying reports being provided via hard and/or secured electronic copy shall also be included.
- The secured electronic copies shall be submitted via a client Virtual Private Network (VPN) connection provided by the County.
- 2.12 Day(s):** Calendar day(s) unless otherwise specified.

- 2.13 Fiscal Year:** The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 2.14 Improvement District Bond Foreclosure:** Foreclosure of a property on which the assessee failed to pay the assessment on a bond issued for an improvement, e.g., streets, curb, lighting, etc.
- 2.15 Lien:** As described in Sections 2872 - 2877, of the California Civil Code, a lien is a charge imposed in some mode other than by a transfer in trust upon specific property by which it is made security for the performance of an act.
- 2.16 Mello-Roos:** The Mello-Roos Community Facilities District Act allows any county, city, special district, school district or joint powers of authority to establish a "Community Facilities District" which allows for the financing of public services and facilities.
- 2.17 Parties of Interest:** Lien Holders of record and any persons with title of record to all or any portion of the property prior to the recordation of the tax deed to the purchaser, as described in Section 4675, of the California Revenue and Taxation Code.
- 2.18 Parties of Interest Reports (Reports):** The TTC utilizes title investigation reporting in the form of Parties of Interest Reports (Reports) to identify all lien holders of record and any persons with Title of Record to all or any portion of the properties and all recorded documents affecting said property in the Auction in order to make such notifications.
- 2.19 Performance Requirements Summary (PRS):** Identifies the key performance indicators of the Contract that will be evaluated by the County to assure the Contractor (as specified in Paragraph 9.0, Performance Requirements Summary) meets Contract performance standards.
- 2.20 Quality Control Program:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in this Statement of Work, Exhibit A.
- 2.21 Recorded Documents:** Any documents incorporated into the public records of the County Recorder imparting constructive notice of title to claims, or interests, in real property.
- 2.22 Tax Defaulted Property Subject to the Power to Sell:** Property that has been on the delinquent tax roll for three (3) years or more for non-residential commercial

property and vacant land and five (5) years or more for residential or agricultural property, that is by law subject to the Power to Sell, as described in Section 3691, of the California Revenue and Taxation Code.

**2.23 User Complaint and Contract Discrepancy Reports (Technical Exhibit 1):** TTC will document discrepancies or problems with Contractor's performance; record explanations of unsatisfactory performance, corrective action taken, and plans to prevent recurrence by the Contractor; and record action taken by TTC as a result of its evaluation of the Contractor's response.

### **3.0 SPECIFIC WORK REQUIREMENTS FOR TAX DEFAULTED PROPERTIES**

The Contractor shall provide all personnel, materials, facilities, equipment, supervision, and other items or services necessary to provide title investigation reporting services for all types of properties, which shall identify, at a minimum, Chains of Title, Bankruptcies, and Lien Holders. The County has the sole discretion to add and/or delete work requirements, which are deemed in the best interest of the County. Title Investigation and Reporting Services shall be required for the following types/categories of properties, but are not limited to:

- Tax Defaulted Property Subject to the Power to Sell;
- Property on which the County has a lien;
- Property subject to Improvement District Bond foreclosure proceedings; and
- Property subject to Mello-Roos Bond foreclosure proceedings.

#### **3.1 Tax Defaulted Properties**

An Auction list of approximately 1,000 - 4,000 properties per Auction of tax defaulted properties will be sent to the Contractor three (3) to four (4) months prior to the Notice of Auction deadline. The completed Reports (Attachment I) are due to the TTC on a flow basis, beginning delivery within two (2) weeks of receipt, and no less than weekly thereafter, 50% or 1,000 Reports, whichever is greater, shall be completed and submitted to TTC within forty five (45) days from Contractor's receipt of the referred Auction list. The remaining 50% shall be completed and submitted to the TTC on a flow basis within ninety (90) days from Contractor's receipt of the referred Auction list. Submission due dates may be adjusted at the discretion of the TTC.

Per each Auction, all Reports must be completed in accordance with Paragraph 3.11, Assembly of Parties of Interest Reports, and submitted on a flow basis, as defined above. In the event of a bankruptcy, IRS lien, Probate, or other situation

that may prevent or effect 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 as well as any Assessor title difference.

In addition, Chapter 8 Agreement Sale property lists shall be issued to the Contractor on an as-needed basis and shall be completed and submitted within ten (10) business days of referral in accordance with Sub-paragraph 2.11, Data Submission.

### **3.2 Auctions**

TTC generally conducts the sale of Tax Defaulted Properties (historically, two (2) per year) and Chapter 8 Agreement Sale(s) each Fiscal Year. TTC may also require additional Reports during the course of the fiscal year. The total number of properties that require title investigation and reporting services will vary per each Auction. TTC does not guarantee any specific level of work to the Contractor.

### **3.3 Property Lists**

The Property Lists provided by TTC are currently computer-generated or typewritten; however, in the event Property Lists specification's change, Contractor shall be notified in advance. The Reports are to be completed by the Contractor for each property as instructed by TTC.

### **3.4 Parties of Interest Reports related to bond foreclosures and liens**

Referrals for Reports related to bond foreclosures and liens may occur randomly throughout the Contract term. The volume is generally minimal and infrequent. Completed Reports on these requests are to be received by TTC within ten (10) calendar days of referral to the Contractor, and shall adhere to Sub-paragraph 3.11, Assembly of Parties of Interest Reports of this SOW.

### **3.5 Title Investigations**

A title investigation for each property must include hard copies of the completed Report with all relevant documentation recorded against the property including an Assessor's Map, i.e., grant deeds, deeds of trust, judgments, liens, court orders, and probate documentation, etc. In addition, Reports shall be prepared as stated in Sub-paragraph 3.1, Tax Defaulted Properties and submitted in accordance with Sub-paragraph 2.11, Data Submission. Approximately 30% of the properties referred each year may require additional documentation and copies. Each Report shall include, at a minimum, the following:

**1. Assessor's Parcel Number:**

- TTC's identifying Item Number, Assessor Parcel Number and Property address if applicable.

**2. Property Vesting:**

- List the name and mailing address of the owner(s) of record of the property in question and the recording reference of the vesting document or documents. Contractor shall provide one hundred percent (100%) current ownership for each property. Indicate the 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 Contractor finds that the address is illegible, a clear copy of the existing document should be provided with the Report.
- In the event there is a difference in owners shown on the source documents identified by TTC and the title investigation for a particular property, Contractor must indicate this in the "Assessor Title Difference" section of the Report.
- Names and recorded addresses of any holders of interests in oil, gas or mineral rights as well as any fractional interest that might be held.
- If mineral rights are included in the Los Angeles County Assessor's description of the property to be offered at a tax auction, then it is mandatory to include information regarding the parties who hold a recorded interest in the mineral rights. If there are no mineral rights included in the Assessor's description, no search is required.

**3. Lien Holder of Record:**

- If applicable, listing of Lien Holders of Record, name and mailing address, recorded date of lien, type of document, date recorded, instrument number, loan number, or case number shall be furnished in order of priority.
- Names and recorded addresses of lien holders, such as trust deed beneficiaries, mortgagees, vendees under land contracts, assignments, other documents recorded subsequent to the recording of the trust

deed, i.e., Recorded Change of Address, etc. The recording references for the lien documents and the dollar amounts must also be shown.

- Name and addresses of entities that have Recorded Default Notices.

#### **4. Leased Properties:**

- Names and recorded addresses of lessees (a person acquiring an estate for years on a lease), together with recording references.

#### **5. Judgment and/or other Lien Documents:**

- 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 liens, and notice of action and judgments). Recording references must also be provided
- Names, recorded addresses, date of filing, case number, type and jurisdiction (i.e. District Court) of any bankruptcies.
- Identify if property(s) is in a Mello–Roos Community Facilities District.

#### **6. Assessor's Map**

### **3.6 Discrepancies**

In the event of a discrepancy between the owner of record as reflected on the Assessor's roll and the owner of record during the Contractor's investigation, the Contractor shall indicate such discrepancies under the Report section labeled "Assessor Title Difference".

### **3.7 Electronic Format**

Contractor shall provide one (1) secured electronic copy to be specified by County of all Parties of Interest data as identified and in the file format specified in Attachment II, Parties of Interest Electronic Format and in accordance with Sub-paragraph 2.11, Data Submission.

### **3.8 Cancellation of requested reports**

TTC reserves the right to cancel requests for Reports, at no charge to TTC.

### **3.9 Incomplete Reports**

Contractor shall correct any incomplete Reports at no cost within five (5) business days of notification from TTC.

### **3.10 Date Downs**

TTC may request a Report that provides updated information from the date of the last Report. This is referred to as a "date down" Report.

### **3.11 Assembly of Parties of Interest Reports**

Reports shall be assembled in the prescribed order as follows:

- a. Parties of Interest Report Cover Letter (Attachment I).
- b. Grant Deed or deeds that established current ownership must identify/demonstrate 100% ownership.
- c. Deeds of Trusts, Liens, probate, judgments, etc., by recording date latest date to current.
- d. TTC Subject to Power to Sell lien
- e. Assessor's Map

### **3.12 Parties of Interest Name and Address Information**

Contractor may be required to provide names and addresses of Parties of Interest identified in the Reports in accordance with Sub-paragraph 2.11, Data Submission and Name and Address Information for Parties of Interest (Attachment III).

## **4.0 SPECIAL CIRCUMSTANCES**

From time to time, the TTC may request specialized reports on properties as "special circumstance" reports. The fee for these reports shall be set by the TTC with the written approval of the Contractor, which shall not exceed the Report fee per property. These special circumstance reports shall be subject to the terms and conditions set forth in this Exhibit A, SOW, with any exceptions or additional terms set forth in writing by the TTC. The written approval for any and all special circumstance reports shall become part of the Contract.

## **5.0 ADDITIONAL SERVICES**

In meeting the needs of the County, Contractor may be required to provide as needed additional services, including but not limited to, title searches (fees shall be in accordance with Exhibit B, Pricing Schedule) and title insurance, if available, (fees shall be determined and negotiated at time of request).

## **6.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Monitor for review upon execution of Contract. The plan shall include, but may not be limited to the following:

- 6.1 Method of monitoring to ensure that Contract requirements are being met covering all the items listed on the Performance Requirements Summary, Technical Exhibit 2. It must specify the activities to be monitored by the Contractor on either a scheduled



or unscheduled basis, how often the monitoring will be accomplished, and the title of the individual(s) who will perform the monitoring;

6.2 The methods used by the Contractor for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable and not in compliance with the Contract. For example:

6.2.1 Reports must be complete, if documentation is 20 pages long, all 20 pages must be provided, and not just the pages that contain pertinent data, no missing pages.

6.2.2 Provide **all** recorded documents; any recorded documents omitted may adversely impact the sale of the property.

6.2.3 Provide clear legible copies of recorded documents

6.2.4 No markings/notations on the reports, particularly on the recorded documents.

6.2.5 Ensure all documents provided, i.e., deed of trust, pertain to the particular property for which the report is being prepared.

6.2.6 Report must be assembled in order prescribed below:

a. Parties of Interest Report Cover letter.

b. Grant Deed or deeds that established current ownership must identify/demonstrate 100% ownership.

c. Deeds of Trusts, Liens, probate, judgments, etc., by recording date latest date to current.

d. TTC Subject to Power to Sell lien

e. Assessor's Map

6.3 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request; and

6.4 The method for assuring that confidentiality of information is maintained while in the care of the Contractor.

## **7.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.16, County's Quality Assurance Plan.

## **7.1 Meetings**

Contractor shall meet with the County Contract Manager as often as necessary, as determined by the County Contract Administrator. Failure to attend will cause an assessment of fifty dollars (\$50.00) per occurrence.

## **7.2 Contract Discrepancy Report (Technical Exhibit 1)**

Verbal notification of a Contract discrepancy will be made to the Contract Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor, however, not more than ten (10) business days.

The County Contract Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Monitor within ten (10) business days.

## **7.3 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

## **8.0 RESPONSIBILITIES**

### **8.1 County Personnel**

The TTC shall assign a Contract Administrator and a Contract Manager to provide overall management and coordination of the contract and act as liaisons for the TTC. The TTC Contract Administrator shall provide information to the Contractor in areas relating to policy and procedural requirements and the TTC Contract Manager will monitor the Contractor's performance during the term of the Contract. TTC shall inform Contractor in writing of the name, address, and telephone number of the individuals designated to act as Contract Administrator and Contract Manager, or any alternate identified in Exhibit E of this Contract, at the time the Contract is executed and notify Contractor as changes occur.

#### **8.1.1 County's Contract Administrator**

8.1.1.1 County's Contract Administrator shall be responsible for ensuring that the objectives of this Contract are met and

determining Contractor's compliance with the Contract and inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

8.1.1.2 County's Contract Administrator is responsible for providing overall direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

8.1.1.3 The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract except as permitted in accordance with the Contract, Subparagraph 8.1, Change Notices and Amendments, and is not authorized to further obligate County in any respect whatsoever.

### **8.1.2 County's Contract Manager**

8.1.2.1 The responsibilities of the County's Contract Manager include:

- as needed, request meetings with the Contractor's Contract Manager; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

8.1.2.2 The County's Contract Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

8.1.2.3 TTC reserves the right to have Contract Administrator and/or Contract Manager, or the designated alternate, interview any or all prospective employees of Contractor.

### **8.1.3 County's Contract Monitor**

8.1.3.1 The County's County Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the County's Contract Manager.

## **8.2 Contractor's Contract Administration**

### **8.2.1 Contractor's Contract Administrator**

8.2.1.1 Contractor's Contract Administrator shall be a full-time employee of Contractor. Contractor's Contract Administrator shall be the principal officer in the Contractor's office to service the Contract

and to act as a liaison for the Contractor in coordinating the performance under the Contract. TTC must be provided in writing with the name, address, and telephone number of the individual designated to act as Contract Administrator, or any alternate identified in Exhibit F of this Contract, and provide a current copy of the person's resume at the time the Contract is executed and notify TTC as changes occur.

8.2.1.2 Contractor's Contract Administrator shall be responsible for Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor and ensuring Contractor's compliance with this Contract.

8.2.1.3 Contractor's Contract Administrator shall be available to meet and confer with County's Contract Administrator on an as needed basis, either in person or by telephone as mutually agreed by the parties, to review Contract performance and discuss project coordination. Such meetings shall be conducted at a time and place as mutually agreed by the parties.

## **8.2.2 Contractor's Contract Manager**

8.2.2.1 Contractor's Contract Manager shall be a full-time employee of Contractor. The Contractor shall inform the TTC in writing of the name, address, and telephone number of the individual designated to act as Contract Manager, identified in Exhibit F of this Contract, and provide a current copy of the person's resume at the time the Contract is executed and notify TTC as changes occur.

8.2.2.2 The Contractor's Contract Manager must have a minimum of three (3) years documented experience providing services similar to those requested in this Contract; be a full-time employee of the Contractor; and be able to fluently read, write, speak, and understand English.

8.2.2.3 The Contractor's Contract Manager shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contract Manager shall be

available during normal work hours, 8:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, for telephone contact and to meet with the TTC personnel designated to discuss the operation of the Contract. When Contract work is performed at times other than described above, or when the Contract Manager cannot be present, an equally responsible individual shall be designated to act on behalf of the Contract Manager. The TTC shall have the right to approve the assignment or replacement of any Contract Manager or alternate recommended by the Contractor.

### **8.3 Contractor's Personnel**

- 8.3.1 The Contractor is responsible for training Contractor's personnel assigned to perform services under any resultant contract. All personnel assigned by Contractor to perform these services shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge such employees. However, any employee of the Contractor who, in the County's sole discretion is unsatisfactory shall be removed from the performance of requested services immediately upon the written and/or oral request of the County's Contract Administrator. The County's Contract Administrator may, at his/her sole discretion, direct the Contractor to replace any of the employees the Contractor has provided.
- 8.3.2 Contractor will be solely responsible for providing to its employees all legally required employee benefits and County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employee provided by the Contractor. Payment for services rendered shall be made upon approval of invoices submitted to County by Contractor.
- 8.3.3 Contractor shall be responsible for providing competent staff to fulfill the requirements set forth in the Statement of Work. TTC shall have the right to review and approve potential staff prior to assignment.
- 8.3.4 Personnel provided by Contractor shall at a minimum, in addition to the experience and knowledge, skill and/or ability outlined in the minimum requirements of the position, possess the following:

- A. The ability to work in a complex, fast-paced, and confidential working environment in carrying out assignments.
- B. The ability and skill to fluently read, write, speak, and understand English.
- C. Be able to satisfy and pass a criminal background investigation/check, upon request by the County. All Contractor personnel may be required to undergo and pass a Live Scan fingerprint background investigation/check prior to assignment and performance of services under this Contract. When applicable, Contractor shall maintain appropriate documentation in each employee's file of the same. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- D. All personnel providing services in conjunction with the Contract will be required to sign an Exhibit G2, Contractor Employee Acknowledgement and Confidentiality Agreement as set forth in the body of the Contract. During the term of the Contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the TTC Contract Administrator prior to delivery of personnel.

**8.4 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

**8.5 Training**

8.5.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

8.5.2 All employees shall be trained in their assigned tasks.

**8.6 Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., (Pacific Time) Monday through Friday, by at least one employee who can respond to inquiries and complaints, which may be received about the

Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

## **9.0 HOURS/DAYS OF WORK**

Contractor is to provide Title Investigation and Reporting Services Monday through Friday, between the hours of 8:00 a.m to 5:00 p.m. (Pacific Time) and as needed services pre-approved by County Contract Administrator. Contractor is not required to work on the following County recognized holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

## **10.0 PERFORMANCE REQUIREMENTS SUMMARY**

All listings of services used in the Performance Requirements Summary (PRS), Exhibit 1, Technical Exhibits, are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence;

- Reduce payment to Contractor by a computed amount based on the deductions/fees to be assessed in the PRS;
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance; and/or
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days from such request shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the Contract upon ten (10) business days written notice with or without cause, as provided for in the Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.42, Termination for Convenience.



**ATTACHMENTS (I, II, & III)  
FOR  
STATEMENT OF WORK**

SAMPLE

Parties of Interest Report Cover Letter  
(Including supporting documentation)

Date of Report:

Prepared by:

1. Assessor's Parcel

Parcel No.:

Item # :

Assessee Name:

Property Address:

2. Property Vesting (Persons with Title of Record)

Current Owner(s) of the Property in Question:

Document No.:

Recordation Date:

Percentage of Ownership:

3. Assessor Title Difference (if applicable)

4. Lien Holder of Record (In order of their priority)

5. Other Judgments and/or Lien documents

6. Additional Information

Bankruptcy

State liens

Assessor's Map

IRS lien(s)

TTC liens (unsecured)

Probate

Other \_\_\_\_\_

PARTIES OF INTEREST ELECTRONIC FORMAT

1. ASCII format and undelimited data fields
2. Text file output of any database management software.
3. The text file must conform to the following format:

**SYSTEM: SECURED DEFAULTED TAX ROLL**

**SUBJECT: Create Parties of Interest**

Field No.	Field Name	Length	Class	Rules and Comments
1	AIN	10	9	Parcel Number
2	Sale Number	5	X	Sale Number
3	Item Number	5	9	Item Number
4	Date Added	8	9	Current Date Format: CCYYMMDD
5	Name Line 1	32	X	Party of Interest Name 1
6	Name Line 2	32	X	Party of Interest Name 2

**ATTACHMENT II**  
**Page 2 of 2**

Field No.	Field Name	Length	Class	Rules and Comments
7	Address Line 1	32	X	Party of Interest Address Line 1
8	Address Line 2	32	X	Party of Interest Address Line 2
9	Source	1	9	To be determined
10	Filler	23	X	Spaces

4. The secured electronic copy must be named using the algorithm below:  
(Each element separated by underscore)

- a. PIFU (represents parties of interest file undelimited) = PIF 4 characters
- b. Sale number = five chars (sale number four chars and auction indicator one char)
- c. Number of records include = 9999 4 chars w/leading zero's extended
- d. Date the file is sent plus daily sequence = YYYYMMDD-9  
In case more than one (1) file is sent within a day

Examples:

- a.    b.    c.    d.
- PIF\_2010A\_0329\_20090317-2
- PIF\_21A\_0301\_20090317-3
- PIF\_21A\_0027\_20090318-1

5. Questions regarding these requirements must be addressed to:

Los Angeles County - Treasurer Tax Collector  
Systems Division  
500 West Temple St., Room 409  
Los Angeles, CA 90012  
Attn: Freda Low (213) 974-7964

**NAME AND ADDRESS INFORMATION FOR PARTIES OF INTEREST**

1. ASCII format and delimited data fields
2. The text file must conform to the following format:

**SYSTEM: SECURED DEFAULTED TAX ROLL**

**SUBJECT: Create Name and Address File for Parties of Interest**

Field No.	Field Name	Length	Class	Rules and Comments
1	AIN	10	9	Parcel Number
2	Sale Number	5	X	Sale Number
3	Item Number	5	9	Item Number
4	Date Added	8	9	Current Date Format: CCYYMMDD
5	Name Line 1	32	X	Party of Interest Name 1
6	Name Line 2	32	X	Party of Interest Name 2

**ATTACHMENT III**  
**Page 2 of 2**

Field No.	Field Name	Length	Class	Rules and Comments
7	Address Line 1	32	X	Party of Interest Address Line 1
8	Address Line 2	32	X	Party of Interest Address Line 2
9	Source	1	9	To be determined
10	Filler	23	X	Spaces

3. The secured electronic copy must be named using the algorithm below:  
(Each element separated by underscore)

- a. PIFD (represents parties of interest file delimited) = PIF4 characters
- b. Sale number = five chars (sale number four chars and auction indicator one char)
- c. Number of records include = 9999 4 chars w/leading zero's extended
- d. Date the file is sent plus daily sequence = YYYYMMDD-9  
In case more than one (1) file is sent within a day

Examples:

- a.    b.    c.    d.
- PIF\_2010A\_0329\_20090317-2
- PIF\_21A\_0301\_20090317-3
- PIF\_21A\_0027\_20090318-1

4. Questions regarding these requirements must be addressed to:

Los Angeles County - Treasurer Tax Collector  
Systems Division  
500 West Temple St., Room 409  
Los Angeles, CA 90012  
Attn: Freda Low  
(213) 974-7964

**TITLE INVESTIGATION AND REPORTING SERVICES  
PRICING SCHEDULE**

<b>SERVICE</b>	<b>Rate</b>
<b>1. PARTIES OF INTEREST REPORTS</b>	<b>\$ 95.00 Per Parcel</b>
<b>2. DATE DOWN REPORTS</b>	<b>\$ 25.00 Per Report</b>
<b>3. NAME AND ADDRESS INFORMATION FOR PARTIES OF INTEREST</b>	<b>\$ 2.50 Per Parcel</b>

# **EXHIBIT C**

## **TECHNICAL EXHIBITS**



**EXHIBITX C  
TECHNICAL EXHIBITS  
TABLE OF CONTENTS**

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2 PERFORMANCE REQUIREMENTS SUMMARY CHART .....	2

**TECHNICAL EXHIBIT 1  
CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_

**Returned by Contractor:** \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**COUNTY ACTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

**TECHNICAL EXHIBIT 2**  
**TITLE INVESTIGATION AND REPORTING SERVICES**  
**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
Contract: Paragraph 7.0, Administration of Contract- Contractor	Contractor shall notify the County in writing of any change in name or address of the Contract Manager.	Inspection & Observation.	\$50 per occurrence.
Contract: Paragraph 7.0, Contract Manager	Notify TTC of changes, with resume, within 5 business days.	Complaints, inpection & observation.	\$50 per day that notification is late.
Contract: Paragraph 7.0, Administration of Contract	Replacement/removal of unacceptable Contract personnel within one (1) business day.	User complaint(s).	\$100 per employee per occurrence of non-replacement/removal.
Contract: Paragraph 7.4, Background and Security Investigation	Employee Background Checks.	Complaints, spot checks of assigned personnel.	\$500 per incident of non-compliance.
Contract: Paragraph 7.5, Confidentiality	Employee Acknowledgement and Confidentiality Agreement signed and provided to TTC within 3 business days.	Review of reports; complaints.	\$100 per day per employee when form is not signed. \$1000 per unauthorized release of information.
Contract: Paragraphs 8.24 and 8.25, Insurance	Maintain required insurance policies.	Receipt and review of insurance information.	\$100 per day; Contract termination at TTC's option.
Contract: Paragraph 8.38, Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Paragraph 8.38.	Inspection of files.	\$50 per occurrence.
Contract: Paragraph 8.38, Record Retention and Inspection/Audit Settlement	Provide required statements according to schedule.	Review of reports.	\$50 per each day that report is late.

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
Contract: Paragraph 8.40, Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation.	\$100 per occurrence; possible termination for default of contract.
SOW: Sub-paragraph 3.1. Tax Defaulted Properties	Contractor shall provide Reports on a flow basis, i.e., weekly of referral of original Auction list(s).	Receipt and review of Reports.	\$1000 per occurrence if reports are not received for the particular week.
SOW: Sub-paragraph 3.1. Tax Defaulted Properties	Contractor shall submit 50% of Reports in hard copy within 45 days from receipt of the Auction list.	Receipt and review of Reports.	\$50 per each late Report.
SOW: Sub-paragraph 3.1. Tax Defaulted Properties	Contractor shall submit the remaining 50% of Reports in hard copy totaling 100%, within 90 days from receipt of the Auction list.	Receipt and review of Reports.	\$100 per each late Report.
SOW: Sub-paragraph 3.4, Parties of Interest Reports related to bond foreclosures and liens	Contractor shall provide Reports related to bond foreclosures and liens within 10 calendar days after TTC referral.	Receipt and review of Reports.	\$50 per day per each late Report.
SOW: Sub-paragraph 3.5, Title Investigations	Contractor shall provide secured electronic copies as indicated in Sub-paragraphs 2.11 and 3.1	Receipt and review of Reports.	\$1000 per occurrence (??)
SOW: Sub-paragraph 3.9, Incomplete Reports	Contractor shall correct any incomplete reports within 5 business days of TTC notification.	Receipt and review of Reports.	\$50 per day that corrected Report is late.
SOW: Paragraph 6.0 Quality Control	A written Quality Control Plan must be maintained and provided as required.	Receipt and review of plan.	\$50 per each day late. \$100 if Plan is incomplete.
SOW: Sub-Paragraph 7.1 Meetings	Contractor's representative to attend scheduled meetings.	Attendance	\$50 per occurrence.

**CONTRACTOR'S EEO CERTIFICATION**Pacific Corporate & Title Services

Contractor Name

914 S Street, Sacramento, CA 95811

Address

94-3185876

Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |    |   |   |                             |
|----|---|---|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

David Silverburg, President & CEO

Authorized Official's Printed Name and Title



Authorized Official's Signature

7/22/09

Date

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY CONTRACT ADMINISTRATOR:

Name: John McKinney  
Title: Operations Chief, Secured Property Tax Division  
Address: Kenneth Hahn Hall of Administration  
225 N. Hill, Street, Room 130, Los Angeles, CA 90012  
Telephone: (213) 974-0070  
Facsimile: (213) 680-3648  
E-Mail Address: [jmckinney@ttc.lacounty.gov](mailto:jmckinney@ttc.lacounty.gov)

### COUNTY CONTRACT MANAGER:

Name: Maribelle de Leon  
Title: Chief, Tax Services  
Address: Kenneth Hahn Hall of Administration  
225 N. Hill, Street, Room 130, Los Angeles, CA 90012  
Telephone: (213) 893-0838  
Facsimile: (213) 680-3648  
E-Mail Address: [mdeleon@ttc.lacounty.gov](mailto:mdeleon@ttc.lacounty.gov)

### COUNTY CONTRACT MONITOR:

Name: Marvin Brown  
Title: Chief, Tax Services  
Address: Kenneth Hahn Hall of Administration  
225 N. Hill, Street, Room 130, Los Angeles, CA 90012  
Telephone: (213) 974-1680  
Facsimile: (213) 680-3648  
E-Mail Address: [mbrown@ttc.lacounty.gov](mailto:mbrown@ttc.lacounty.gov)

## CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** Pacific Corporate & Title Services

**CONTRACT NO:** \_\_\_\_\_

### CONTRACTOR'S CONTRACT ADMINISTRATOR:

Name: Jean Journey  
Title: Title Operation Manager  
Address: 914 S Street, Sacramento, CA 95811  
Telephone: 800-230-4988 x 5017  
Facsimile: 888-900-7287  
E-Mail Address: [jeanj@paccorp.com](mailto:jeanj@paccorp.com)

### CONTRACTOR'S CONTRACT MANAGER:

Name: Jean Journey  
Title: Title Operation Manager  
Address: 914 S Street, Sacramento, CA 95811  
Telephone: 800-230-4988 x 5017  
Facsimile: 888-900-7287  
E-Mail Address: [jeanj@paccorp.com](mailto:jeanj@paccorp.com)

### CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: David Silverburg  
Title: President, CEO  
Address: 914 S Street, Sacramento, CA 95811  
Telephone: 800-230-4988 x 5014  
Facsimile: 888-900-7287  
E-Mail Address: [daves@paccorp.com](mailto:daves@paccorp.com)

Name: Jean Journey  
Title: Title Operation Manager  
Address: 914 S Street, Sacramento, CA 95811  
Telephone: 800-230-4988 x 5017  
Facsimile: 888-900-7287  
E-Mail Address: [jeanj@paccorp.com](mailto:jeanj@paccorp.com)

## CONTRACTOR'S ADMINISTRATION

### NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: Jean Journeay  
Title: Title Operation Manager  
Address: 914 S Street, Sacramento, CA 95811  
Telephone: 800-230-4988 x 5017  
Facsimile: 888-900-7287  
E-Mail Address: [jeanj@paccorp.com](mailto:jeanj@paccorp.com)



CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**OR**

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## SAFELY SURRENDERED BABY LAW



# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

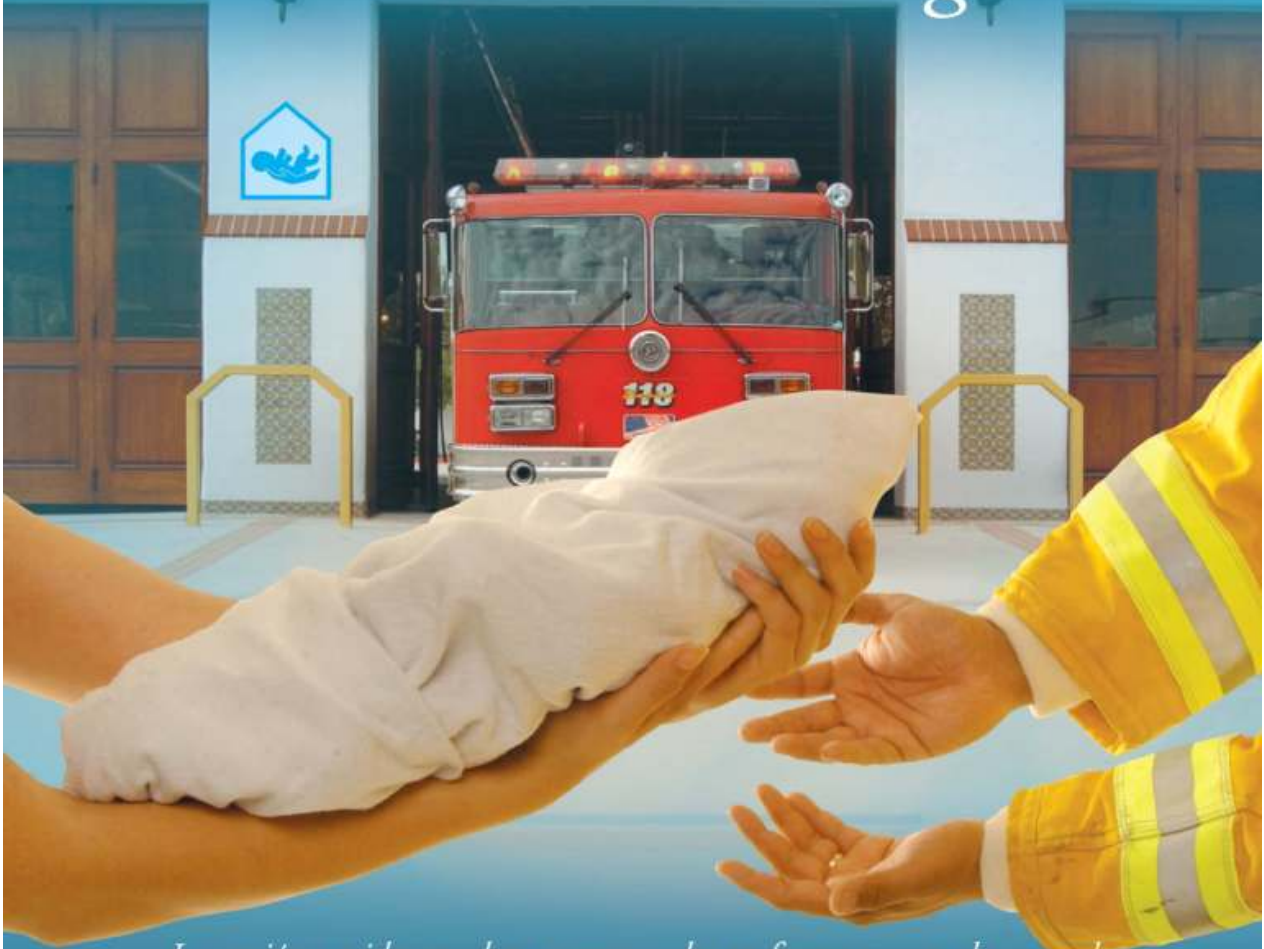
## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



## Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

### 2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.



B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)