COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437
Los Angeles, California 90012
Telephone: (213) 974-2101 Fax: (213) 626-1812
ttc.lacounty.gov and propertytax.lacounty.gov

ELIZABETH BUENROSTRO GINSBERG
TREASURER AND TAX COLLECTOR

August 4, 2026

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

Dear Supervisors:

TREASURER AND TAX COLLECTOR
RECOMMENDATION TO AWARD A CONTRACT FOR
TITLE INVESTIGATION AND REPORTING SERVICES TO
FIRST CORPORATE SOLUTIONS, INC.
(ALL DISTRICTS) (3 VOTES)

SUBJECT

The recommended action is to approve a contract award to First Corporate Solutions, Inc. (First Corp.) for the provision of Title Investigation and Reporting Services (TIRS).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award and instruct the Chair of the Board of Supervisors (Board) to sign the attached Contract, with First Corp., to provide TIRS to the County of Los Angeles Treasurer and Tax Collector (TTC) at a rate of $225 per parcel for Parties of Interest Reports, and $45 per parcel for Date Down Reports commencing upon Board approval, or September 1, 2026, whichever is later, for a three-year Contract Term, with an annual maximum Contract Sum not to exceed $900,000 for the first year of this Contract.

2. Delegate authority to the Treasurer and Tax Collector, or designee, to execute amendments to the Contract to: (1) exercise the optional two one-year and six month-to-month extensions; (2) add, delete, and/or revise certain terms and conditions as mandated by federal, state, or local law or regulation, or as required by the Board, and/or Chief Executive Office; (3) approve assignment and delegation of the Contract resulting from acquisitions, mergers, or other changes in ownership; and (4) revise the contract sum, fees, or payments and/or the Statement of Work as operationally necessary, including an increase of no more than 10 percent annually based on unanticipated workload increases or reporting requirements, with all actions subject to prior approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

TTC is required to notify all Parties of Interest of a proposed tax sale pursuant to Sections 3701 and 3799 of the Revenue and Taxation Code (R&TC). TTC has contracted for TIRS since 1985 for tax-defaulted properties Subject to the Tax Collector's Power to Sell pursuant to Division 1, Part 6, Chapter 7 of the R&TC to identify all lien holders of record and any persons with Title of Record to all or any portion of the property, and to obtain copies of all recorded documents affecting the property in the form of Parties of Interest and Date Down Reports.

Implementation of Strategic Plan Goals

The approval of this Contract is consistent with the County's Strategic Plan North Star 3 – Realize Tomorrow's Government Today, Focus Area F – Flexible and Efficient Infrastructure, Strategy 2 – Modernize Infrastructure.

FISCAL IMPACT/FINANCING

The maximum Contract Sum for the first year is $900,000. Funding is included in TTC's Fiscal Year 2026-27 adopted budget, and funds required for subsequent years will be included in each year's budget request.

The cost for notification of Parties of Interest consists of two components: (1) cost of title search; and (2) cost for providing notice by mail to any Parties of Interest entitled to receive a notice of auction pursuant to R&TC 3701 and as required by County Code Section 4.64.150. TTC recovers these costs through fees imposed on tax-defaulted property redeemed by property owners prior to a tax sale or from tax sale proceeds of sold property. On September 27, 2022, your Board approved the existing fees per ordinance 2022-0045. TTC will bring a recommendation before your Board to update the fees for title search, Party of Interest Notification, and Date Down Reports, which will incorporate revised title search and Date Down Report fees resulting from this recommended Contract award.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Government Code Section 31000, your Board is authorized to contract for special services. The recommended Contract contains all Board required provisions applicable to the Contract.

CONTRACTING PROCESS

On March 17, 2026, TTC released the Request for Proposal for the provision of TIRS on the County's open bids website of registered vendors under the following Commodity Code, which included approximately 47 registered vendors (Attachment A):

- 94646 Escrow and Title Services

The Request for Proposal (RFP) was also posted on TTC's website and provided to the Department of Economic Opportunity, Office of Small Business.

A Mandatory Proposers' Conference was held on March 24, 2026, with two firms attending. TTC subsequently issued one RFP addendum to provide written responses to Proposers' questions and extend the RFP due date.

The proposal submission deadline was April 7, 2026, at 5:00 p.m. Pacific Time. TTC received two proposals: First Corp. and MORE Title Services, LLC.

TTC evaluated the proposals using the County's Informed Averaging scoring methodology. The proposal submitted by First Corp. was the highest ranked, most responsive and responsible proposal, demonstrating First Corp.'s understanding of the Contract requirements. Additionally, First Corp. has over 30 years of experience providing TIRS.

TTC worked closely with County Counsel on the exceptions submitted by First Corp. in preparation of negotiations which concluded on June 10, 2026.

County Counsel approved the Contract as to form. The County's Information Security Officer reviewed the contract and confirmed that it contains the County's currently approved information security requirements language. TTC determined that the recommended Contract is exempt from Proposition A (County Code Chapter 2.121), and the Living Wage Program (County Code Chapter 2.201) does not apply.

A summary of the Community Business Enterprise Information for the recommended Contractor is included (Attachment B). On final analysis and consideration of award, TTC selected the Contractor without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The current Contract for TIRS expires on August 31, 2026. The recommended Contract with First Corp. will commence upon your Board's approval and will provide TIRS to continue with no lapse in service.

Respectfully submitted,

Elizabeth B Ginsberg

ELIZABETH BUENROSTRO GINSBERG
Treasurer and Tax Collector

EBG:LP:VN:DS:MV:ms

Enclosure

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel

Attachment A

County of Los Angeles
lacounty.gov

Los Angeles County Solicitations

ISD INTERNAL SERVICES DEPARTMENT COUNTY OF LOS ANGELES

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Solicitation Information

Solicitation Number:	TTC RFP 2026-05 TIRS		
Title:	Title Investigations and Reporting Services		
Department:	Treasurer and Tax Collector		
Bid Type:	Service	**Bid Amount:**	N/A
Commodity:	ESCROW AND TITLE SERVICES		
Description:	The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for the provisio... More		
Open Day:	3/18/2026	**Closed Date:**	4/3/2026 5:00:00 PM
Contact Name:	Maria Vadai	**Contact Phone:**	(213) 584-1301
Contact Email:	contracts@ttc.lacounty.gov		
Notice of Intent to Award (0) :	Click here to view notice intent to award list.		
Solicitation Award (0) :	Click here to view award list.		
Last Changed On:	3/18/2026 7:42:08 AM		
Attachment File (2) :	Click here to download attachment files.		

File Name	Description	Type	Size	Last Update On	
TTC_RFP_2026-05_TIRS.pdf	TTC RFP 2026-05 TIRS	.pdf	4648497	03-18-2026	Download
Appdx_B_Reqd_Forms_Exh_5_CBE.xlsx	TTC RFP 2026-05 TIRS	.xlsx	33920	03-18-2026	Download

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REQUIRED FORMS – EXHIBIT 5
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE	REFERENCE			
1 FIRM/ORGANIZATION INFORMATION	The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.			
Total Number of Employees in California:		64		
Total Number of Employees (including owners)**:**		86		
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:				
Race/Ethnic Composition	**Owners/Partners/ Associate Partners**		**Percentage of how ownership of the firm is distributed**	
	Male	Female	Male	Female
Black/African American			%	%
Hispanic/Latino			%	%
Asian or Pacific Islander	1		25%	%
Native Americans			%	%
Subcontinent Asian			%	%
White	1		75%	%

TITLE	REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following. ☑ **Check if not applicable**				
Agency Name	**Minority**	**Women**	**Disadvantaged**	**Disabled Veteran**	**LGBTQQ**

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FIRST CORPORATE SOLUTIONS, INC.

FOR

TITLE INVESTIGATION AND REPORTING SERVICES

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
FIRST CORPORATE SOLUTIONS, INC.
FOR
TITLE INVESTIGATION AND REPORTING SERVICES

This Contract ("Contract") is made and entered into on Enter Date ("Execution Date"), by and between the County of Los Angeles, hereinafter referred to as "County," and First Corporate Solutions, Inc., hereinafter referred to as "Contractor" and is located at 914 S Street, Sacramento, CA 95811.

RECITALS

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

WHEREAS, the County desires to contract with a private business for Title Investigation and Reporting Services and the County has determined that the Title Investigation and Reporting Services to be provided under this Contract are extraordinary and necessary; and

WHEREAS, the Contractor is a private firm specializing in providing Title Investigation and Reporting Services, herein after referred to as "Services;" and

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 through H 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 will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work
Exhibit B	Pricing Schedule
Exhibit C	Intentionally Omitted
Exhibit D	County's Administration
Exhibit E	Contractor's Administration

Exhibit F Forms Required at the Time of Contract Execution

Exhibit G Defaulted Property Tax Reduction Program

Exhibit H Information Security and Privacy Requirements

This Contract constitutes 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 will be valid unless prepared pursuant to Subparagraph 8.1 (Change Notices and Amendments) and signed by both parties.

2.0 DEFINITIONS

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

2.1 **Assigned Parcel Schedule:** A Treasurer and Tax Collector (TTC) formulated matrix that divides a large pool of parcels into several smaller groups. Each smaller group contains between 200 and 700 parcels that are arranged in Assessor Identification Number sequential order (Refer to SOW, Attachment 4 (2020A Assigned Parcels Schedule)).

2.2 **Assessor's Map:** A map showing the Office of the Assessor (Assessor) assigned parcel number for each parcel of land in the County.

2.3 **Assessor's Identification Number (AIN):** A ten-digit number assigned by the Assessor to each piece of real property in the County. The AIN is used on tax bills and correspondence to identify real property.

2.4 **Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.

2.5 **Business Days:** Monday through Friday, excluding County Observed Holidays, unless otherwise stated.

2.6 **Calendar Days:** Monday through Sunday, including County Observed Holidays, unless otherwise stated.

2.7 **Chain of Title:** A chronological list of documents comprised of recorded history of title to a specific parcel of real property.

2.8 **Chapter 8 Agreement Sale:** A sale of tax-defaulted properties to the state, county, eligible taxing agency, revenue district, city, redevelopment agency, special district, or nonprofit organization pursuant to Chapter 8, Part 6, Division 1 of the California Revenue and Taxation Code.

2.9 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work, including Exhibit A (Statement of Work (SOW)).

2.10 **Contract Discrepancy Report:** A document utilized by the County of Los Angeles TTC to document discrepancies or deficiencies with Contractor's performance and record explanations of unsatisfactory performance.

2.11 **Contract Term:** The period of the Contract, commencing upon the Effective Date, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

2.12 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.

2.13 **Contractor's Authorized Official(s):** The individual(s) authorized by the Contractor, that the Contractor represents and warrants such individual has actual authority to execute documents under this Contract on behalf of the Contractor.

2.14 **Contractor's Financial Manager:** The individual authorized by the Contractor to have full authority to act on behalf of the Contractor in all matters related to invoicing under this Contract.

2.15 **Contractor's Project Director:** The individual authorized by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Project Manager. Additionally, Contractor's Project Director must oversee all projects and serve as a point of escalation, as needed.

2.16 **Contractor's Project Manager:** The individual authorized by the Contractor to administer the Contract operations under this Contract.

2.17 **County Contract's Section – Contract Monitor:** The individual designated by the County to manage and facilitate the administrative functions of the Contract.

2.18 **County's Project Director:** The individual authorized by the TTC with authority for the County to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager. Additionally, County's Project Director must oversee all projects and serve as point of escalation, as needed.

2.19 **County's Project Manager:** The individual authorized by the County's Project Director to manage the operations under this Contract.

2.20 County Observed Holidays: Days on which County departments are closed for business in observance of significant events. Contractor is not required to provide services on County Observed Holidays unless otherwise stated in the SOW or Contract. A list of County Observed Holidays may be found on the County's website https://lacounty.gov/government/about-la-county/about/.

2.21 Date Down: Updated information reflecting any changes in ownership and/or Parties of Interest of a property, either added or deleted, usually six months or less after the date of the last Title Report.

2.22 Day(s): Calendar-day(s) unless otherwise specified.

2.23 Department: The County of Los Angeles Treasurer and Tax Collector, which is entering into this Contract on behalf of the County of Los Angeles.

2.24 Easement: A real property interest that provides a restricted right to specific, limited definable use or activity upon another's property, which except for legal title to the property, the right must be less than the right of ownership. An easement may provide a right-of-way, right-of-use, or in case of land, an easement may provide for land preservation, conservation or recreation.

2.25 Effective Date: The date of approval of this Contract by the County's Board of Supervisors or as indicated in Paragraph 4.0 (Term of Contract).

2.26 Fiscal Year: The 12-month period beginning July 1st and ending the following June 30th.

2.27 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.).

2.28 Lien: Any official claim or charge against property or funds for payment of a debt or an amount owed for services rendered. A lien is usually a formal document signed by the party to whom money is owed and sometimes by the debtor who agrees to the amount due. A lien carries with it the right to sell property, if necessary, to obtain the money. A mortgage or a deed of trust is a form of lien, and any lien against real property must be recorded with the County Recorder to be enforceable, including an abstract of judgment which turns a judgment into a lien against the judgment debtor's property.

2.29 Lienholder/Lienholder of Record: An individual or entity that holds a Lien on a particular property.

2.30 Mello-Roos Special Tax: 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. A Mello-Roos District is an area where a special property tax on real property is imposed on real property owners within a community facilities district.

2.31 Parties of Interest: Lienholders of record, including Easement 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.

2.32 Performance Requirements Summary (PRS) Chart: Identifies the key performance indicators of the Contract and SOW that TTC will evaluate to ensure the Contractor meets performance standards, as specified in this Contract and SOW.

2.33 Quality Control Plan: All necessary measures taken by the Contractor to ensure that the quality of service will meet the Contract requirements regarding timelines, security, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in this Exhibit A (SOW).

2.34 Recorded Documents: Any documents incorporated into the public records of the County Recorder imparting constructive notice of title to claims or interest in real property including easements.

2.35 Report Submission: The act of transferring specified data. Report Submissions may be requested on paper, electronic, or both.

2.36 Statement of Work (SOW): A written description of tasks, deliverables, and/or work required by the County pursuant to this Contract.

2.37 Subcontract: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.38 Subcontractor: Any individual, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, under oral or written agreement.

2.39 Tax Deed to the Purchaser: An instrument (deed) that is issued to the purchaser of a parcel that was sold at a Tax Sale of real property.

2.40 Tax-Defaulted Property Subject to the Tax Collector's Power to Sell: Property that has been on the defaulted tax roll for three years or more for non-residential commercial property and vacant land and five years or more for residential or agricultural property that is by law subject to the tax collector's power to sell pursuant to Section 3691 of the California Revenue and Taxation Code.

2.41 Tax Sale: The sale of Tax-Defaulted Property Subject to the Tax Collector's Power to Sell by public auction, sealed bid auction, or Chapter 8 Agreement Sale.

2.42 Title Investigation and Reporting Services: For the purposes of a Tax Sale, the act of determining Parties of Interest related to a parcel including all owners of record, Lienholders of record, Easement holders of record and any other individuals or entities that have a lien or ownership interest in said parcel.

2.43 Title of Record: The ownership of real property as evidenced by a deed, judgment of distribution from an estate, or other appropriate document, recorded in the public records of the County Recorder.

2.44 Title Report: Title Investigation report comprised of an assembly of all Lienholders of Record, Easement 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.

2.45 Tract Map: A map used to record the subdivision of real property into five or more separate lots or parcels. It's a detailed, official document filed with a county or city after approval, providing legal descriptions of the new parcels, property boundaries, and the location of streets and easements required by the state's Subdivision Map Act and local ordinances.

2.46 Treasurer and Tax Collector: The officer appointed as the County Treasurer and Tax Collector.

2.47 TTC: The County of Los Angeles Treasurer and Tax Collector.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.

3.2 The Contractor agrees that the performance of work and services pursuant to the requirements of this Contract will conform to high professional standards as exist in the 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 will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract will be three years commencing after execution by County's Board, or September 1, 2026, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to extend this Contract term for up to two additional one-year periods and six month-to-month extensions, for a maximum total Contract term of five years and six months. Each such extension option may be exercised at the sole discretion of the Treasurer and Tax Collector, or designee.

4.3 The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.4 The Contractor must notify the Department when this Contract is within six months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Contract Sum under this contract will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B (Pricing Schedule) and will not exceed $900,000 for the first year of this Contract.

5.1.2 Contract rates specified in Exhibit B (Pricing Schedule), will remain firm and fixed for the Contract Term including all option extensions.

5.1.3 The Department may increase the total contract amount by up to 10%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

The Contractor will 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 person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

The Contractor will 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (SOW) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). Failure to comply with prices as established in Exhibit B (Pricing Schedule), may result in assessed liquidated damages. The assessment of liquidated damages does not relieve the Contractor from the responsibility of correcting invoices. Contractor will 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 will be due to the Contractor for that work.

5.5.3 TTC will pay all invoices via Electronic Funds Transfer (EFT) (Refer to Subparagraph 5.7 (Default Method of Payment: Direct Deposit or Electronic Funds Transfer)). The Contractor is responsible for updating banking information timely if there are any changes and notifying Fiscal Services Section at ttcbudget@ttc.lacounty.gov.

5.5.4 The Contractor must submit the monthly invoices to the County by the 15th Calendar Day of the month following the month of service.

5.5.5 All invoices and supporting documentation under this Contract must be submitted via email to: ttcbudget@ttc.lacounty.gov.

5.5.6 The Contractor's invoices must be legible and include the information set forth in Exhibit A (SOW), describing the tasks, deliverables, goods, services, and/or other work for which payment is claimed. Each monthly invoice must include the following information:

- Contractor's name and address.
- TTC's name and address.
- Contractor's Vendor Identification Number that the County assigns.
- Contractor's Tax Identification Number and remittance address.
- Invoice date, unique invoice number, and the month and year when the service(s) was delivered.
- Enumerate the item number, parcel number, the cost per report completed, service type, tax year and auction type, target name, parcel number, and quantity.
- The invoice must group like services (e.g. Parties of Interest Reports, Date Downs Reports) and auction types (e.g. 2014A, 2014B) together providing subtotals for each, as well as to an invoice total.
- Each line item on the invoice should be numbered sequentially.

5.5.7 The County's Contract Manager may request Contractor to provide a revised, annotated invoice based on an identified discrepancy. Revised or corrected invoices must be properly marked. Revised invoices must indicate "Revised" if using the same invoice number, or "Cancel/ Supersede" and reference the original invoice number, if using a new invoice number.

5.5.8 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.9 Disputed Fees

County will review each invoice and report any discrepancies or disputed fees to the Contractor in writing or email within 15 Business Days from receipt of an invoice. Within 30 Calendar Days after the Contractor receives County notification of any discrepancies or disputed fees, the Contractor must provide County a written justification detailing the basis for such fees. If County does not hear from the Contractor within the 30 Calendar Days period, the discrepancies noted and charges approved by County will be deemed accepted and agreed to by the Contractor. County will authorize payment of disputed fees promptly upon resolution of such dispute to the reasonable satisfaction of County and the Contractor.

5.5.10 Overpayment of Invoices

Any overpayment received by the Contractor will be returned to County within 30 Days of discovery by the Contractor or notification by County Project Manager, whichever occurs first.

5.5.11 Preference Program Enterprises - Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 Calendar Days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

5.6 Intentionally Omitted

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor must complete the Vendor Direct Deposit Registration via the website portal at https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

TTC will assign a County's Project Director and a County's Project Manager to provide, among other things, overall management and coordination of the Contract and act as liaisons for the TTC.

6.1 County's Project Director

6.1.1 The County's Project Director is responsible for ensuring the Contractor meets the objectives of the Contract and determines the Contractor's compliance with this Contract. This includes inspecting all tasks, deliverables, goods, services or other work provided by or on behalf of the Contractor.

6.1.2 The County's Project Director is responsible for providing, among other things, overall direction to the Contractor in the areas relating to County and TTC policy, information requirements, and serve as a point of escalation, as needed.

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

6.2 County's Project Manager

6.2.1 The County's Project Manager is responsible for managing all operational matters under the Contract; requesting meetings as needed with the Contractor's Project 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 Project 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 Contracts' Section – Contract Monitor

The role of the County's Contracts' Section – Contract Monitor is responsible for ensuring annual requirements and Contract deliverables (e.g., financial statements, insurance certificates, pending litigation statement, etc.) are received timely in accordance with Contract provisions from the Contractor.

6.4 County's Departmental Chief Information Officer (DCIO)

The DCIO is responsible for managing the planning, design, coordination, development, implementation, and maintenance of the Department's information systems.

6.5 County's Departmental Information Security Officer (DISO)

The DISO develops and implements departmental Information Technology (IT) security application, policies, standards, and procedures intended to prevent the unauthorized use, release, modification, loss, or destruction of data and to ensure the integrity and security of the Department's IT infrastructure.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

The Contractor must assign a sufficient number of employees to perform the required work. The Contractor must appoint at least one authorized on-site employee, determined and agreed upon between the Contractor and TTC, to act for the Contractor in every detail and that employee must speak and read fluently in English.

A listing of all of Contractor's Administration referenced in the following Subparagraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County's Project Director and County's Project Manager in writing of any changes no later than five Business Days after a change occurs and must include a current résumé for the Contractor's Project Director, Contractor's Project Manager and Contractor's Financial Manager. The County will have the right to approve the assignment or replacement of any personnel by the Contractor.

Request for replacement of any personnel by TTC must be completed within one Business Day.

7.1 Contractor's Project Director

7.1.1 The Contractor's Project Director must be a full-time employee of the Contractor. The Contractor's Project Director must be a principal officer in the Contractor's office to service this Contract and to act as a liaison for the Contractor in coordinating the performance of services under the Contract.

7.1.2 The Contractor's Project Director will be responsible for the Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor and ensure the Contractor's compliance with the Contract. Additionally, Contractor's Project Director must oversee all projects and serve as a point of escalation, as needed.

The Contractor's Project Director must be available to meet and confer with the County's Project Director on an as-needed basis either in person or by telephone as mutually agreed upon by the parties, to review Contract performance and discuss Contract coordination. Such meetings will be conducted at a time and place mutually agreed upon by the parties.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager must be a full-time employee of the Contractor and must have full authority to act on behalf of the Contractor on all matters related to the Contractor's day-to-day activities as related to the Contract and must coordinate with County's Project Manager on a regular basis.

7.2.2 The Contractor's Project Manager must be available on Business Days during regular business hours from 8:00 a.m. to 5:00 p.m. PT, Monday through Friday, for telephone and email contact and to meet as needed with the County's Project Manager to discuss the Contract.

7.3 Contractor Financial Manager

The Contractor's Financial Manager must be a full-time employee of the Contractor. The Contractor must assign a Financial Manager to act as a liaison for the Contractor and have full authority to act on behalf of the Contractor in all matters related to payments and fees under this Contract. The Contractor's Financial Manager must be available on Business Days during the hours of 8:00 a.m. to 5:00 p.m. PT, Monday through Friday, for telephone and email contact and to meet with County personnel regarding any invoices issued under this Contract.

7.4 Contractor's Authorized Official

Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Contractor.

7.5 Contractor's Employees

7.5.1 The Contractor must provide its employees with a standard photo identification badge acceptable to TTC, which includes a recent picture of the employee, the employee's name, and the name of the Contractor.

7.5.2 The Contractor is responsible for providing training and supervising employees assigned to perform services under this Contract. All employees the Contractor assigns 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 them. However, any employee, who in the opinion of the County is performing unsatisfactory work, shall be removed from the performance of services related to this Contract immediately upon the written request of the County's Contract Manager.

7.5.3 The Contractor must ensure a high standard of conduct of the Contractor's employees, including compliance at all times with all applicable local, state, and federal laws and regulations related to title investigation and reporting services, and the specific requirements of this Contract.

7.5.4 For any work, in which the Contractor requires a Subcontractor to perform services under this Contract, the Contractor must first notify and receive the County's Project Director's written approval.

7.5.5 The Contractor's employees assigned to provide services under this Contract must:

a. Communicate effectively using good judgment and discretion;

b. Be trained sufficiently in performing the services; and

c. Comply with the requirements of this Contract.

7.6 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 Project Manager.

7.7 Contractor's Staff Identification

7.7.1 The Contractor must provide adequate staff to complete the Title Investigation and Reporting services.

7.7.2 The Contractor must provide all staff assigned to this Contract with a photo identification badge in accordance with the County specifications. Specifications may change at the discretion of the County and the Contractor will be provided new specifications as required. The format and content of the badge is subject to TTC's approval prior to the Contractor implementing the use of the badge. The Contractor's staff, while on duty or when entering a County facility or its grounds, must prominently display the photo identification badge on the upper part of the body.

7.7.3 The Contractor must notify TTC within one Business Day when staff is terminated from working under this Contract. The Contractor must retrieve and immediately destroy the staff's County photo ID badge at the time of removal from the County Contract.

7.7.4 If TTC requests the removal of the Contractor's staff, the Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo Identification badge at the time of removal from working on the Contract.

7.8 Background and Security Investigations

7.8.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract.

7.8.2 Such background investigation must be obtained through fingerprints submitted to the California Department of Justice (DOJ) to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion, perjury, convictions involving stolen property, any felony conviction, a misdemeanor conviction involving moral turpitude, or any job-related misdemeanor conviction. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. Typically, the positions required to undergo and pass a background investigation include but are not limited to, Contractor's Project Director, Contractor's Project Manager, and staff that have access to County information and/or assets.

7.8.3 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.8.4 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.8.5 These terms will also apply to Subcontractors of County contractors.

7.8.6 The Contractor must provide to the County's Project Manager the legal name of each person in a designated sensitive position and the dates on which said persons submitted fingerprints to the California DOJ. The Contractor must provide such information in writing within five Business Days from the date on which fingerprinting occurred.

7.8.7 A member of Contractor's staff must not begin to perform services under the Contract until they have successfully passed a background investigation to the satisfaction of the County.

7.8.8 During the Contract Term, if the County identifies a subsequent disqualifying factor for a member of the Contractor's staff, the County will request that the member of the Contractor's staff be immediately removed from performing services under the Contract. Contractor must promptly comply with the County's request.

7.8.9 The County will notify the Contractor when Contractor's staff member does not pass the background investigation or who received a subsequent disqualifying factor.

7.8.10 Disqualification of any member of Contractor's staff pursuant to this Subparagraph 7.8 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.9 Confidentiality

7.9.1 Contractor must 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.

7.9.2 Contractor must 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 Subparagraph, as determined by County in its sole judgment.
- Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County.
- Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

7.9.3 Contractor must inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.9.4 Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Notices and Amendments

The County reserves the right to initiate Change Notices that do not affect the scope of work, Contract Term, Contract Sum, fees or payments. All such changes will be accomplished with an executed

Change Notice signed by the Contractor and by the County's Project Director.

8.1.1 For any change which affects the scope of work, SOW, Contract Term, contract sum, fees or payments, or any term or condition included under this Contract, an Amendment to the Contract must be prepared and executed by the Contractor and by the Treasurer and Tax Collector, or designee, provided County Counsel approval is obtained prior to such execution of such Amendment.

8.1.2 The County's Board or Chief Executive Officer (CEO), 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 or CEO. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Treasurer and Tax Collector, or designee, provided County Counsel approval is obtained prior to such execution of such Amendment.

8.1.3 The Treasurer and Tax Collector, or designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Treasurer and Tax Collector, or designee, provided County Counsel approval is obtained prior to such execution of such Amendment.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Subparagraph, County consent will 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 will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or 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, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will 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 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 will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within 30 Calendar Days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within ten Business Days after the Contract Effective Date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within ten Business Days for County approval.

- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five Business Days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Project Manager within three Business Days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor must 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 must 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 Subparagraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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 will, 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. Additionally, Contractor certifies to the County:

8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.7.4 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.

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.

8.8.2 Written Employee Jury Service Policy

- 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 must have and adhere to a written policy that provides that its Employees will 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.

- For purposes of this 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 will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must 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 must 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 demonstrate, 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.
- Contractor's violation of this 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, will 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 will 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 must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 Subparagraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County 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 must 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/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the Effective Date of this Contract, the Contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BServices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must 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 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

- 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.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 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 will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect

for at least five 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.

- 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 years; 2) the debarment has been in effect for at least five 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will 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 will also apply to Subcontractors of County Contractors.

8.13 Contractor's Acknowledgement and Notice to its Employees of 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 must notify and provide to its employees, and will 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 information on where and how to safely surrender a baby. Additionally, 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" (available in

English/Spanish/Chinese/Korean) 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 Contractor, and its Subcontractor(s), can access posters and other program material at 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 contracts 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 will during the term of this Contract, maintain 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 will 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(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board 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 will 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 must be made immediately after the Contractor has become aware of such damage, but in no event later than 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 must 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor must 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 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subparagraph 8.1 (Change Notices and Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will 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 Subparagraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor will 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 will 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 Subparagraph, 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 will 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 will be exclusively in the County.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor will 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 will 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 will 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 must adhere to the provisions stated in Subparagraph 7.9 (Confidentiality).

8.23 Indemnification

Subject to the limits of $2 million per occurrence and $5 million aggregate annually, the Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 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.

8.24.2 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates must be provided to County not less than ten 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 must 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 must match the name of the contractor identified as the contracting party in this Contract. Certificates must 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 $50,000, 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), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

  Email: contracts@ttc.lacounty.gov
- Contractor also must 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 must promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County, it's Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must 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 will 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 must 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.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will 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. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effectuate such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will 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 must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

8.24.12 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.

8.24.13 Separation of Insureds

All liability policies must 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.

8.24.14 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 must be designated as an Additional Covered Party under any approved program.

8.24.15 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** provides scope of coverage equivalent to ISO policy form CA 00 07 and CA 00 08 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 must cover liability arising out of the Contractor's use of autos pursuant to this Contract, including hired, and/or non-owned autos, as each may be applicable. Contractor verifies that there are no company owned vehicles for use under this Contract. Contractor agrees to notify the County if any company owned vehicles are acquired for use under this Contract by any means including but not limited to owned, or leased, autos, as each may be applicable, and obtain insurance coverage equivalent to ISO policy form CA 00 01 commercial auto coverage with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident for any company acquired vehicles. In the event that Contractor fails to inform the County of any company owned acquired vehicles used, and provision of the requisite insurance coverage, Contractor will be solely responsible for any bodily injury and property damage for each and every incident and must indemnify the County of Los Angeles for any claims asserted as a result of each incident.

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 must 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. The written notice must be provided to County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must 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 $2 million per claim and $5 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three years following this Contract's expiration, termination or cancellation.

8.25.5 Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of $5 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Treasurer and Tax Collector, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Treasurer and Tax Collector, or designee, at their 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 Treasurer and Tax Collector, or designee, in a written notice describing the reasons for said action.

8.26.2 If the Treasurer and Tax Collector, or designee, determines that there are deficiencies in the performance of this Contract that the Treasurer and Tax Collector, or designee, deems are correctable by the Contractor over a certain time span, the Treasurer and Tax Collector, or 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 Treasurer and Tax Collector, or 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 **$100.00** per day per infraction, or as specified in Exhibit 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (SOW) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five 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 Subparagraph 8.26.2 must 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 Subparagraph must 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 Subparagraph 8.26.2, and must 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 must 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 will 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 Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 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.

8.28.3 The Contractor must 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 must 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 will comply with all applicable Federal and State laws and regulations to the end that no person will, 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 will allow County representatives access to the Contractor’s employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28

(Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Subparagraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will 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 Civil Rights Department or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will 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 will, at its sole option, be entitled to the sum of $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 will be construed as creating any exclusive arrangement with the Contractor. This Contract will not restrict County 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 must, within one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

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

8.32 Dispute Resolution Procedure

It is the intent of the parties that all Disputes arising under this Master Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the disputed issue. The parties understand and agree that the procedures outlined in this Subparagraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective Project Managers. Accordingly, for purposes of the procedures set forth in this Subparagraph, a “dispute” will mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Master Agreement.

8.32.1 Contractor and County agree to act with urgency to mutually resolve any disputes which may arise with respect to this Master Agreement. All such disputes will be subject to the provisions of this Subparagraph 8.32 (Dispute Resolution Procedure), (such provisions will be collectively referred to as the “Dispute Resolution Procedure”). Time is of the essence in the resolution of disputes.

8.32.2 Contractor and County agree that the existence and details of a dispute notwithstanding, both parties will continue without delay their performance hereunder, except for any performance, which the County determines should be delayed as a result of such dispute.

8.32.3 If Contractor fails to continue without delay its performance hereunder which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs, which may be incurred by Contractor or County as a result of Contractor’s failure to continue to so perform must be borne by Contractor, and Contractor will make no claim whatsoever against County for such costs. Contractor must promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.

8.32.4 If County fails to continue without delay to perform its responsibilities under this Master Agreement, which County determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County’s failure to continue to so perform will be borne by County, and County will make no claim whatsoever against the Contractor for such costs. County will promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by the County.

8.32.5 In the event of any dispute between the parties with respect to this Master Agreement, Contractor and County will submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

8.32.6 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten Days from the date of submission of the dispute to them, then the matter must be immediately submitted to the parties’ respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

8.32.7 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten Days from the date of submission of the dispute to them, then the matter must be immediately submitted to Contractor's president or equivalent and the Treasurer and Tax Collector, or designee. These persons will have ten Days to attempt to resolve the dispute.

8.32.8 In the event that at these levels there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Master Agreement and/or its rights and remedies as provided by law.

8.32.9 All disputes utilizing this dispute resolution procedure must be documented in writing by each party and must state the specifics of each alleged dispute and all actions taken. The parties must act in good faith to resolve all disputes. At all three levels described in this Subparagraph 8.31 (Dispute Resolution Procedure), the efforts to resolve a dispute will be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

8.32.10 Notwithstanding any other provision of this Master Agreement, County's right to terminate this Contract or to seek injunctive relief to enforce the provisions of Subparagraph 7.9 (Confidentiality), will not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and must not be deemed to impair any claims that County may have against the Contractor or County's rights to assert such claims after any such termination, or such injunctive relief has been obtained.

8.32.11 Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between County and Contractor regarding the performance of services as stated in this Master Agreement.

8.33 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit D (County's Administration) and Exhibit E (Contractor's Administration). Addresses may be changed by either party giving ten Days prior written notice thereof to the other party. The Treasurer and Tax Collector, or designee, will 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 will 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 California 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 Subparagraph 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 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 will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to California Government Code sections 7921.000 et seq. and which are marked "trade secret", "confidential", or "proprietary". The County will 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 must 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 will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will 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 Project Director.

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, provided that the requirements of this Subparagraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must 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, will 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, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will 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.

8.38.2 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 must file a copy of such audit report with the County's Auditor Controller within 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 will make a reasonable effort to maintain the confidentiality of such audit report(s)

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.4 If, at any time during the term of this Contract or within five 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 must 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 will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.5 **Financial Statements:** Beginning one year after the Effective Date of this Contract, and every year thereafter, until the expiration of this Contract, Contractor must submit to the County a complete set of financial statements for the 12-month period. Such statements must, at a minimum, include a Balance Sheet (Statement of Financial Position) and Income Statement (Statement of Operations). The County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing. All financial statements will be kept confidential, only if stamped or marked as confidential on each page of the financial statement.

8.38.6 **Pending Litigation:** Contractor must submit an annual statement regarding any pending or threatened litigation since the Contractor last reported same to the County, and as soon as an incident occurs, to the County's Contracts' Section – Contract Monitor, as indicated on Exhibit D (County's Administration).

8.39 Recycled Bond Paper

Consistent with the Board 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 must 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 must indemnify, defend, 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 will 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 will 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 Project Director 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 must forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor will 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 must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

Email: contracts@ttc.lacounty.gov

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 Subparagraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will 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 90 Calendar Days of written notice will be grounds upon which the County may terminate this Contract pursuant to Subparagraph 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 will be effectuated 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 will be no less than ten 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 must:

- 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 would 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 must be maintained by the Contractor in accordance with Subparagraph 8.38 (Record Retention and 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 Project Director:

- 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 Business 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 Subparagraph 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 will 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 will continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Subparagraph 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 will 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 Subparagraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

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

8.43.5 The rights and remedies of the County provided in this Subparagraph 8.43 (Termination for Default) will 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 the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor’s performance pursuant to the Contract. In the event of such termination, the County will 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 must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or https://fraud.lacounty.gov/.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, 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 will be deemed to be insolvent if it has ceased to pay its debts for at least 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 (Termination for Insolvency) will 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, must 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 will 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 will 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 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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will 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 will not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49 will 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 will 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.

8.51 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.

8.52 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 Subparagraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will 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 ten Days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.53 Time Off for Voting

The Contractor must notify its employees and must require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten Days before every statewide election, every contractor and Subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this Subparagraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Use of County Seal and/or TTC Logos

The County claims right, title and interest in and to certain intellectual property, including, but not limited to, the current and former County Seals and TTC logos (collectively, County Seals). Except as expressly authorized herein, the Contractor will not reproduce, copy, distribute, republish, download, display, post, transmit or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time will the Contractor in any manner (i) modify the County Seals or (ii) create derivative works of the County Seals. The Contractor will not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent will be null and void.

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its Subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952 and Chapter 8.300 of the Los Angeles County Code (Fair Chance Ordinance for Employers). Contractor's violation of this Subparagraph 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.

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 320 3 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than $500 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this Subparagraph, may be a material breach of this Contract as determined in the sole discretion of the County.

8.61 Green Initiatives

The Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. The Contractor must notify County's Project Manager of Contractor's new green initiatives prior to the Contract's commencement.

8.62 Licenses, Permits, Registrations, and Professional Certifications

The Contractor must maintain all licenses, permits, registrations, and/or professional certifications required by law, applicable to its legal business structure, and necessary to perform services under the Contract. The Contractor must ensure the same of all of its officers, employees, and agents who perform services under this Contract and must maintain all such licenses, permits, registrations, and professional certifications throughout the Contract Term and any term extensions and/or option periods exercised by the County. The Contractor must provide evidence of such to the County within five Calendar Days of written request.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Contractor Business Requirements

The Contractor must be qualified to do business in the State of California.

9.2 Patent, Copyright and Trade Secret Indemnification

9.2.1 The Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.2.3 The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.3 Information Security and Privacy Requirements

Contractor must comply with the requirements set forth in Exhibit H (Information Security and Privacy Requirements).

10.0 Survival

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.9	Confidentiality
Paragraph 8.1	Change Notices and Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 9.2	Patent, Copyright and Trade Secret Indemnification
Paragraph 9.3	Information Security and Privacy Requirements
Paragraph 10.0	Survival

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

FIRST CORPORATE SOLUTIONS, INC.

By Christian J Hay

Christian Hay
Name

Chief Operating Officer
Title

COUNTY OF LOS ANGELES

By ______________________________
Chair, Board of Supervisors

ATTEST:

EDWARD YEN

Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By ______________________________

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By ______________________________
Deputy County Counsel

CONTRACT FOR

TITLE INVESTIGATION AND REPORTING SERVICES

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1.0 INTRODUCTION

The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is the Tax Collector for the County. The California Revenue and Taxation Code (R&TC) mandates the tax collector to collect secured property taxes and auction properties that are Tax-Defaulted Property Subject to the Tax Collector's Power to Sell due to defaulted property taxes exceeding five years or more for residential or agricultural property and three years or more for non-residential commercial and vacant land (Tax-Defaulted Properties).

The TTC sells Tax-Defaulted Property Subject to the Tax Collector's Power to Sell via online public auction, sealed bid auction, and Chapter 8 Agreement Sale (collectively "Tax Sale"). TTC is also responsible for administering Improvement District Bond Foreclosure proceedings for property on which the County has a lien. These types of proceedings rarely occur.

TTC may conduct multiple Tax Sales in each Fiscal Year (FY). The annual number of title investigation reports (Title Reports) needed for the 2015-2020 FY's Tax Sales, including updated reports (Date Downs), was between 3,000 and 5,000 identified in SOW Attachment 3 (Annual Title Investigation Workload 2015-2020).

2.0 SCOPE OF WORK – SPECIFIC WORK REQUIREMENTS FOR TAX-DEFAULTED PROPERTIES

TTC uses Title Investigation and Reporting Services in the form of either (1) a Title Report to identify all recorded documents affecting said property including, all Lienholders of Record, all Easement holders of record, and any persons with Title of Record; or (2) a Date Down (SOW Attachment 2) to identify any documents that have been recorded subsequent to the date of the Title Report.

The Contractor must provide all personnel, supervision, materials, facilities, equipment, services, and other items necessary to provide Title Investigation and Reporting Services for all types of properties, which will identify, at a minimum, all persons or entities with Title of Record, Lienholders of Record, Easement holders of record, Bankruptcies, Chain of Title, and whether the real property uses a legal description shown as being on a recorded subdivision tract map. Title Investigation and Reporting Services will be required for the following types/categories of properties, but are not limited to:

- Tax-Defaulted Property Subject to the Tax Collector's Power to Sell;
- Property protected under bankruptcy automatic stay;
- Property reported on California Department of Toxic Substances Control's EnviroStor database;
- Property subject to a County lien;

- Property subject to an Internal Revenue Service lien;
- Property subject to Improvement District Bond foreclosure proceedings;
- Property subject to Mello-Roos Bond foreclosure proceedings;
- Property subject to a Property Tax Postponement (PTP) Lien;
- Property subject to a Property Assessed Clean Energy Program (PACE) Lien;
- Property subject to a Preservation, Conservation, or Recreation Easement;
- Property subject to a Right-of-Way or Right-of-Use Easement; and
- Property subject to a recorded lis pendens.

2.1 Title Investigation

A title investigation for each type/category of property must include all relevant documentation recorded against the property in the format described in Subparagraph 2.3 (Title Report Media). The following elements listed in this Subparagraph will constitute a Title Report.

2.1.1 Parcel Information

TTC's assigned item number, Assessor Identification Number (AIN), and property address, if applicable.

2.1.2 Property Vesting

- One hundred percent current ownership for each property includes the following:
  - Name(s) and mailing address(es) of the owner(s) of record of the property in question and the recording reference of the vesting document or documents.
  - 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").
  - Legible addresses on previously recorded documents. For any address that is illegible, the Contractor must prepare, as best as possible, a clean copy of the existing document.
- In the event there is a difference between the owner(s) shown on the source documents identified by TTC and the title investigation for a particular property, the Contractor must, immediately contact the County's Project Monitor identified in Contract Exhibit D (County's Administration), by telephone or email, to report and receive direction to resolve the discrepancy and indicate the discrepancy in the "Assessor Title Difference" section of the Title Report.

- In the event there is a difference between the legal description(s) shown on the source documents identified by TTC and the title investigation for a particular property, the contractor must immediately contact the County's Project Monitor identified in Contract Exhibit D (County's Administration), by telephone or email, to report and receive direction to resolve the discrepancy and indicate the discrepancy in the "Assessor Legal Description Difference" section of the Title Report.

- If oil, gas, or mineral rights are included in the County Assessor's description, or legal description of the property to be offered at a Tax Sale, the contractor must include the recorded names and addresses of any holders of these interests, as well as any fractional interest that might be held. If there are no mineral rights included in the Assessor's description, no search is required.

- If there are recorded Easements, including all Easement holders that are included in the legal description or are discovered through a reasonable search, the Contractor must include the names and recorded addresses of any holders of these interests, as well as any fractional interest that might be held. If after a reasonable search, there are no such recorded easements and the easements are not included in the legal description, no further search is required.

2.1.3 Lienholder of Record

- If applicable, a listing of the Lienholders of Record, including the name(s) and mailing address(es), recorded date of lien, type of document, date recorded, instrument number, loan number, or case number, must be furnished in order of priority.

- The recording reference for the lien documents and the dollar amounts.

- Name(s) and address(es) of entities that have recorded notices of default.

2.1.4 Leased Properties

If applicable, provide a listing of the name(s) and recorded address(es) of lessee(s) (i.e., a person acquiring an estate for years on a lease) together with recording references.

2.1.5 Judgment and/or other Lien Documents

- Name(s), recorded address(es), and other relevant facts about any person(s) disclosed by the record to have a claim of title to, or possession of, the subject property (junior Lienholders, federal and state liens, and notice of action and judgments). Recording references must also be provided.

- Name(s), recorded address(es), date of filing, case number, type, and jurisdiction (i.e., District Court) of any bankruptcies.

- Identify if property is in a Mello-Roos Community Facilities District and any recorded Mello-Roos Lien.

- Identify if property has a PTP Lien.

- Identify if property is listed on the California Department of Toxic Substances Control's EnviroStor website database.

- Identify if property has a Property Assessed Clean Energy (PACE) Lien.

- Identify if property uses a legal description shown as being on a recorded subdivision tract map.

2.1.6 Assessor's Map and Aerial and Street Views

2.1.7 Additional Documents

Occasionally, the County may request additional documentation, including, but not limited to, copies of reconveyance deeds, rescissions or cancellations of trustee sales, assignments of trust, appointments of paying agents or loan servicer, or establishment of rights to levy or collect secured debts including special tax (Mello-Roos) or local improvement assessment liens.

2.2 Order of Items in the Title Report

The Title Report must be assembled in the prescribed order as follows:

a. Parties of Interest Report Cover Letter (See SOW Attachment 1).

b. Grant deed(s) that established current ownership must identify/demonstrate 100% ownership.

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

d. Oil, gas, or mineral rights by recording date, latest to current.

e. Easement(s) by recording date, latest to current.

f. The notice of power to sell recording.

g. Assessor's Map and Aerial and Street Views.

2.3 Title Report Media

Title Report(s) must be provided to the County's Project Manager identified on Contract Exhibit D (County's Administration) and must be downloadable electronically for 30 Days from a secured cloud storage location in a format approved by the County containing all Parties of Interest data and all Easement holders for each parcel, as described in Subparagraph 2.1 (Title Investigation).

Any electronic file submission will require a secured transmission. For details regarding security requirements, refer to Contract Exhibit H (Information Security and Privacy Requirements).

2.4 Workload and Processing Schedule

2.4.1 Initial Title Investigation

TTC will provide the following items to the Contractor: (1) a list of Tax-Defaulted Properties Subject to the Tax Collector's Power to Sell (property list) approximately three to nine months prior to the date of the Tax Sale, and (2) an Assigned Parcel Schedule. TTC will notify the Contractor at least 30 Calendar Days prior to providing the property list. The Contractor must deliver Title Reports to TTC on a weekly basis (seven Calendar Days). The first delivery of Title Reports must be within two weeks (14 Calendar Days) of initial receipt of the property list and must consist of at least 200 Title Reports. Thereafter, on a weekly basis, at least 200 Reports, or eight percent of the total sum of Title Reports, whichever is greater, must be completed and submitted to TTC. Each delivery of Title Reports must consist of an equal proportion of parcels from all the groups listed in SOW Attachment 4 (2020A Assigned Parcels Schedule). The total sum of Title Reports must be completed according to the number of properties submitted to the Contractor as follows:

- 1 – 1,000 Title Reports: within 45 Calendar Days from the Contractor's receipt of the list of Tax-Defaulted Properties.

- 1,001 – 2,000 Title Reports: within 60 Calendar Days from the Contractor's receipt of the list of Tax-Defaulted Properties.

- 2,001 – 3,000 Title Reports: within 90 Calendar Days from the Contractor's receipt of the property list.

- 3,001 – 3,500 Title Reports: within 110 Calendar Days from the Contractor's receipt of the property list.

- 3,501 or more Title Reports: The Contractor must consult with TTC for a specific delivery timeframe.

Submission due dates and delivery quantities may be adjusted at the discretion of TTC. For each Tax Sale, all Title Reports must be completed in accordance with Subparagraph 2.2 (Order of Items in the Title Report); formatted in accordance with Subparagraph 2.3 (Title Report Media); and submitted as defined in this Subparagraph.

In the event of bankruptcy, Internal Revenue Service lien, probate, recorded Easement, recorded lis pendens, or other situations that may prevent or affect the sale of said property, a notation must be placed on the front of the Title Report stating the status. Contractor must ensure that 100% of the ownership interest is accounted for, identified, and annotated in the Title Report, as well as any Assessor title and legal description differences.

2.4.2 Pre-Sale Date Down

Within 30 Days of a Tax Sale, TTC may request a Date Down of any number of parcels (one to all) from the remaining list of parcels scheduled for the current Tax Sale or from a previous Tax Sale that have not been redeemed. Typically, TTC will request Date Downs of parcels prior to a Tax Sale to determine if there are any new recorded documents that may affect the property for the purposes of selling the property at a Tax Sale, (e.g., recent bankruptcy filings or other new interests). For those properties with any documents recorded after those identified in the previous corresponding Title Report, the findings must be submitted in a similar format as the Title Report, less any documents or information from the corresponding previous Title Report. For those properties with no additional Parties of Interest, or Easement holders, the Contractor must indicate that those AINs were researched and there were no findings. The total sum of pre-sale Date Downs must be completed according to the number of properties submitted to the Contractor as follows:

- 1 - 1,000 Date Downs: within 12 Calendar Days from Contractor's receipt of the list of Tax-Defaulted Properties.

- 1,001 - 2,000 Date Downs: within 25 Calendar Days from Contractor's receipt of the list of Tax-Defaulted Properties.

The Date Down of each property will be considered a separate fee from the Title Report of each property.

2.4.3 Post-Sale Date Down

Upon conclusion of the Tax Sale, TTC may request a Date Down of any number of parcels (one to all) that were offered or sold in a Tax Sale. Typically, TTC will request post-sale Date Downs for properties that were not sold in one Tax Sale and scheduled to be reoffered within 90 Days in another Tax Sale or to validate a claim that there is a new Party of Interest or Easement holder. For those properties with any documents recorded after those identified in the previous corresponding Title Report, the findings must be submitted in similar format as the Title Report, less any documents or information from the corresponding previous Title Report. For those properties with no additional Parties of Interest, the Contractor must indicate that those AINs were researched and there were no findings. The total sum of post-sale Date Downs must be completed according to the number of properties that were submitted to the Contractor as follows:

- 1 - 500 Title Reports: within seven Calendar Days from Contractor's receipt of the list of properties sold at the Tax Sale.

- 501 - 1,000 Title Reports: within 12 Calendar Days from Contractor's receipt of the list of properties sold at the Tax Sale.

The Date Down update of each property will be considered a separate fee from the Title Report of each property.

2.4.4 Single or Small Numbers of Property Tax Sales

Chapter 8 Agreement Sale, (and in some cases Sealed Bid Auction) property lists will be provided by TTC to the

Contractor on an as-needed basis and the Contractor must complete the Title Reports and submit them to TTC within ten Calendar Days of referral for 100 or less parcels in accordance with Subparagraph 2.2 (Order of Items in the Title Report), and Subparagraph 2.3 (Title Report Media).

2.4.5 Additional Title Reports

TTC may request a Title Report for any number of parcels at any time, including a Title Report with a litigation guaranty, which will be considered a separate fee from a Title Report.

2.5 Tax Sale Schedules

TTC typically conducts Tax Sales each FY. This may include Tax Sales pursuant to Chapter 7, Part 6, Division 1 of the California Revenue and Taxation Code (i.e., In-Person Public Auction, Internet Public Auction, and Sealed Bid Auction), as well as Chapter 8 Agreement Sales, pursuant to Chapter 8, Part 6, Division 1 of the California Revenue and Taxation Code. During the course of the FY, TTC may also require additional Title Reports that are not related to Tax Sales. The total number of properties that require Title Investigation and Reporting Services will vary. TTC does not guarantee any specific level of work to the Contractor.

2.6 Property Lists

TTC will provide the property lists to the Contractor in an electronic file format (e.g. Microsoft Excel, Microsoft Word, etc.). In the event the property list specifications change, Contractor will be notified in advance.

2.7 Title Reports Related to Bond Foreclosures and Liens

TTC may request Title Reports related to bond foreclosures and Liens that may occur throughout the Contract Term. The volume is generally minimal. Title Reports on these requests must be completed and submitted to TTC within 12 Calendar Days of referral to the Contractor and must adhere to Subparagraph 2.2 (Order of Items in the Title Report), and Subparagraph 2.3 (Title Report Media).

2.8 Discrepancies

In the event there is a difference between the owner(s) shown on the source documents identified by TTC and the title investigation for a particular property, Contractor must immediately contact the County's Project Monitor identified in Contract Exhibit D (County's Administration), by telephone or email, to report, and receive direction to resolve the discrepancy and indicate such discrepancies in the “Assessor Title Difference” section of the Title Report.

In the event there is a difference between the legal description(s) shown on the source documents identified by TTC and the title investigation for a particular property, Contractor must, immediately contact the County’s Project Monitor identified in Contract Exhibit D (County’s Administration), by telephone or email, to report and receive direction to resolve the discrepancy and follow up by indicating the discrepancy in the “Assessor Legal Description Difference” section of the Title Report.

2.9 Cancellation of Requested Title Reports

TTC will submit a property list requiring Title Investigation and Reporting Services all at one time, approximately three to nine months before the Tax Sale. Accordingly, if a property is redeemed or TTC determines that a parcel should not be brought to sale, TTC will have the right to cancel requests for any number or Title Reports that have been submitted to the Contractor, but not yet researched, at no charge to TTC. This excludes Title Reports that have been completed as defined in Subparagraph 2.1 (Title Investigation) but not yet delivered.

2.10 Stopping Title Report Research

Should the Contractor foresee an issue in failing to complete a Title Report by the deadline, the Contractor must immediately notify the County’s Project Monitor identified in Contract Exhibit D (County’s Administration), by telephone or email. Under no circumstances will the Contractor stop researching a Title Report without communication and approval from TTC.

2.11 Non-Complying Title Reports

Upon receipt of a Title Report, TTC will conduct a review to ensure it is in compliance with the requirements of this SOW and will notify the Contractor of any deficiencies. Within five Business Days of such notification from TTC, the Contractor must correct any deficiencies in the Title Report at no cost to the County.

3.0 ADDITIONAL REPORTS

TTC may request additional as-needed reports throughout the Contract Term. The Contractor must provide all additional as-needed reports upon request.

4.0 QUALITY CONTROL PLAN

Contractor must establish and maintain a comprehensive Quality Control Plan (QCP) to ensure the Contractor meets the requirements of the Contract and provides a consistently high level of service throughout the Contract Term. The QCP must be submitted to the County's Project Director within ten Business Days following the start date of this Contract and as changes occur during the Contract Term or upon request. Contractor must review its QCP annually and update as changes occur.

At a minimum, the QCP must include the following:

4.1 The method of monitoring to ensure that all Contract requirements are being met. It must specify the activities the Contractor will monitor, including activities monitored on either a scheduled or an unscheduled basis; how often the monitoring will be performed; and the title of the individual(s) who will perform the monitoring.

4.2 The methods used by the Contractor to identify and prevent deficiencies in the quality of service performed before the level of performance becomes unacceptable and not in compliance with this Contract, for example:

4.2.1 Title Reports must be complete. For example, if recorded documentation associated with a parcel is 20 pages long, all 20 pages must be provided. The Contractor may not submit only the pages that contain pertinent data.

4.2.2 Provide **all** recorded documents.

4.2.3 Provide clear legible copies of recorded documents.

4.2.4 No markings/notations on the Title Reports made by the Contractor particularly on the recorded documents.

4.2.5 Ensure each document provided (e.g., deed of trust or any other deed) pertains to the particular property for which the Title Report is being prepared.

4.2.6 Title Report must be assembled in accordance with Subparagraph 2.2 (Order of Items in the Title Report).

4.3 A record of all inspections conducted by the Contractor, any corrective action taken, the date a problem was first identified, a clear description of the problem, and the time-elapsed between identification and completed corrective action, which must be provided to TTC upon request.

4.4 The method for ensuring Contractor maintains confidentiality.

5.0 BUSINESS CONTINUITY PLAN

The Contractor must provide a written Business Continuity Plan (BCP) for providing continuing services to the County in the event of an emergency that disrupts the Contractor's operations. The Contractor must provide an updated copy of the BCP to the County's Project Director within ten Business Days of this Contract start date and within ten Business Days when changes occur during the Contract Term. The BCP must include, at a minimum, the following components:

5.1 The process for notifying TTC immediately of any emergency that disrupts service (i.e., power outages, natural disaster, fire, cyber terrorism, etc.);

5.2 Timeline for operationalizing the BCP;

5.3 Description of the Contractor's disaster recovery plans and solutions;

5.4 Address, telephone number, email address, and fax number of any alternate site(s) where Contractor will perform services;

5.5 Description of the production capabilities at any alternate site(s);

5.6 Description of the Contractor's information technology (IT) plans and features to ensure the County's information remains accessible and secure;

5.7 Description of how Contractor would implement the BCP; and

5.8 Description of how Contractor will test the BCP on an annual basis and update it accordingly.

6.0 QUALITY ASSURANCE PLAN

The County will evaluate the contractor's performance under this Contract using the quality assurance procedures as defined in Contract Subparagraph 8.15 (County's Quality Assurance Plan) of this Contract.

6.1 Meetings

The Contractor is required to attend any scheduled meeting as agreed upon by the County and the Contractor. Failure to attend may result in an assessment as set forth in the PRS Chart. The County will notify the Contractor in writing of the assessment and will deduct the assessment from payment to the Contractor.

Contractor must meet with the County's Project Manager at any periodic interval as determined by the County Project Director.

6.2 Contract Discrepancy Report

The County will determine whether a formal Contract Discrepancy Report (CDR) is issued to the Contractor. Upon receipt of this document, the Contractor must respond in writing to the County within three Business Days, acknowledging the reported discrepancies or presenting contrary evidence. The County will evaluate the evidence presented and determine whether the discrepancy is valid. The Contractor must submit a plan for correction of all deficiencies identified in the CDR to the County within five Business Days and resolve discrepancy within a time period mutually agreed upon by the County and the Contractor.

6.3 Contractor Complaint Log

The Contractor will maintain a log of all complaints received from the County or the public. The Contractor must immediately investigate all complaints and provide a written report to the County's Project Director, or designee, regarding the disposition of each complaint within five Business Days of receiving the complaint. Each Report will include a summary of the complaint, name of the Contractor's employee(s) involved, results of the Contractor's investigation, and a statement regarding the corrective action taken to avoid or mitigate the recurrence of such a complaint.

The County retains the right to terminate this Contract if the Contractor does not take any action to said complaint(s).

7.0 DAYS OF OPERATION/HOURS/WORKDAY

The Contractor will maintain Days and hours of operation and staffing sufficient to complete all services within the timeframes directed by TTC. TTC's regular business hours are from Monday through Friday, during the hours of 8:00 a.m. to 5:00 p.m. Pacific Time (PT). A list of County Observed Holidays may be found on TTC's website https://ttc.lacounty.gov/county-holidays/.

Contractor will provide any necessary services, including, but not limited to, those services described in the Contract and Exhibit A (SOW), including any exhibits and attachments thereto, that do not require access to County facilities, regardless of the County's regular business hours and/or County Observed Holidays.

8.0 PERFORMANCE REQUIREMENTS SUMMARY

The PRS Chart lists the required services and deliverables monitored by the County during the Contract Term.

8.1 All listings of services and deliverables referenced in the PRS Chart 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 the Contractor beyond that defined in this Contract and in the SOW. In any case of apparent inconsistency between services or deliverables as stated in the Contract, the SOW, and this PRS Chart, the meaning apparent in the Contract and the SOW will prevail. If any service or deliverable seems to be created in this PRS Chart, which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service or deliverable will be null and void and will place no requirement on the Contractor.

8.2 At the County’s sole discretion, when the Contractor’s performance does not conform to the requirements of this Contract, the County will have the option to apply nonperformance remedies that may include, but are not limited to, the following:

- Require the Contractor to implement a Corrective Action Plan (CAP), subject to approval by the County. In the CAP, 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 the Contractor based on the assessment indicated in the PRS Chart.

- Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

- Failure of the Contractor to comply with or satisfy requests for improvement of performance or to perform the neglected work specified within ten Business Days, or the timeframe specified by TTC, will constitute authorization for the County to have the service(s) performed by others. Contractor will reimburse the County for the entire cost of such work performed by others because of the Contractor’s failure to perform said service(s), as determined by the County. The Contractor will credit to the County the entire cost of such work on the Contractor’s future invoice(s) under this Contract or any other County Contract.

8.3 Nothing within this Subparagraph precludes the County’s right to terminate this Contract upon ten Days’ written notice with or without cause as provided in this Contract.

9.0 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The Contractor must adhere to physical and/or computer security safeguards as identified in Exhibit H (Information Security and Privacy Requirements) of the Contract.

10.0 TECHNICAL REQUIREMENTS

The Contractor's system must have the following items noted below:

1. Secure Web Portal

    - Access to the system must be through a secure web portal using SSL/TLS encryption for all browser-based sessions.

2. Password Policy

    - Enforce strong password requirements which include, but not limited to, length, complexity, and expiration, etc.

3. Multi-Factor Authentication (MFA)

    - MFA must be enforced for all web portal access.
    - Supported MFA methods:
        - Authenticator Apps (e.g., Microsoft Authenticator).
        - Hardware Tokens or FIDO2-compliant devices.
        - SMS/Email One-Time Passcode (OTP) (as fallback only).

11.0 GENERAL CRITERIA FOR SATISFACTORY AND UNSATISFACTORY PERFORMANCE

Performance of the services listed in the PRS Chart is considered satisfactory when no discrepancies are found by TTC through Contract monitoring or other means. When performance is unsatisfactory, TTC may provide a CDR to the Contractor. The Contractor is required to respond to the CDR in writing within ten Business Days explaining why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how a recurrence will be prevented.

The County's Project Director will evaluate the written response and, at their sole discretion, determine whether the Contractor will be responsible for full payment, partial payment, or if the Contract termination process is applicable.

SAMPLE

Parties of Interest Report Cover Letter

(Including supporting documentation)

County of Los Angeles Treasurer and Tax Collector: 2025A Tax Sale
225 N. Hill Street, Room 130, Los Angeles, CA 90012
Attention: Sergio Marquez

Date of Report:
Prepared by:

1. **Assessor's Parcel**

   Item No.:

   Parcel No.:

   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. **Legal Description Difference** (if applicable)

5. **Easement Holders of Record**

6. **Lienholder(s) of Record** (In order of their priority)

7. **Other Judgements and/or Lien documents**

Lien Check List

- ☐ Bankruptcy
- ☐ Probate
- ☐ IRS Lien(s)
- ☐ State Tax Lien(s)
- ☐ County Tax Lien(s)
- ☐ Property Tax Postponement (PTP) Lien
- ☐ The record owner(s) and the assessed owner(s) do not match
- ☐ Contamination was reported on California Dept. of Toxic Substances Control's EnviroStor database

Special Assessments-is the property subject to any of the following? (If yes, see notes for account numbers)

- ☐ 1915 Improvement Bond Act
- ☐ Mello-Roos Community Facilities District Act of 1982
- ☐ PACE/HERO Program
- ☐ Recorded evidence of substandard dwelling, abatement actions, or other matters that would deem parcel substandard pursuant to Revenue & Taxation Code Section 3772.5
- ☐ Recorded Easement, including but not limited to Right-of-Way, Right-of-Use, or for Land Preservation, Conservation or Recreation

Does the property use a legal description shown as being on a recorded subdivision tract map?

- ☐ Yes
- ☐ No

SAMPLE

Date Down

(Including supporting documentation)

County of Los Angeles Treasurer and Tax Collector: 2025A Tax Sale Datedown
225 N. Hill Street, Room 130, Los Angeles, CA 90012
Attention: Sergio Marquez

Date of Report:
Prepared by:

1. **Assessor's Parcel**

   Item No.:

   Parcel No.:

   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. **Legal Description Difference** (if applicable)

5. **Easement Holders of Record**

6. **Lienholder(s) of Record** (In order of their priority)

7. **Other Judgements and/or Lien documents**

Lien Check List

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- ☐ State Tax Lien(s)
- ☐ County Tax Lien(s)
- ☐ Property Tax Postponement (PTP) Lien
- ☐ The record owner(s) and the assessed owner(s) do not match
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Special Assessments-is the property subject to any of the following? (If yes, see notes for account numbers)

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- ☐ Recorded Easement, including but not limited to Right-of-Way, Right-of-Use, or for Land Preservation, Conservation or Recreation

Does the property use a legal description shown as being on a recorded subdivision tract map?

- ☐ Yes
- ☐ No

ANNUAL TITLE INVESTIGATION WORKLOAD (FY 2015-2020)

Initial Reports

Fiscal Year	Public Auction	Internet Auction	Sealed Bid Auction	Agreement Sale	Total
2015-2016	2,776	326	13	5	3,120
2016-2017	2,305	851	0	7	3,163
2017-2018	1,922	563	71	13	2,569
2018-2019	1,189	1,039	114	29	2,371
2019-2020	1,560	902	43	2	2,507
2020-2021	1,649 (Estimate)	TBD	TBD	TBD	TBD

Date Downs

Fiscal Year	Pre-Sale
2015-2016	1,700
2016-2017	1,800
2017-2018	1,520
2018-2019	1,303
2019-2020	1,500
2020-2021	TBD

2020A ASSIGNED PARCELS SCHEDULE

Employee	Item No.	Parcel No.	Item No.	Parcel No.
Group 1	xxxx	xxxx-xxx-xxx	xxxx	xxxx-xxx-xxx
Group 2	xxxx	xxxx-xxx-xxx	xxxx	xxxx-xxx-xxx
Group 3	xxxx	xxxx-xxx-xxx	xxxx	xxxx-xxx-xxx
Group 4	xxxx	xxxx-xxx-xxx	xxxx	xxxx-xxx-xxx
Group 5	xxxx	xxxx-xxx-xxx	xxxx	xxxx-xxx-xxx
*Group 6	xxxx	xxxx-xxx-xxx	xxxx	xxxx-xxx-xxx

*The last group consists of "added on" Assessor's Identification Numbers and may not be in numerical order.

CONTRACT DISCREPANCY REPORT (CDR)

TO:

FROM:

DATES:

Prepared: ______________________________

Returned by Contractor: ______________________________

Action Completed: ______________________________

DISCREPANCY or PROBLEMS: ______________________________

____

____

______________________________ ______________________________

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): ______________________________

____

____

______________________________ ______________________________

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: ______________________________

____

____

______________________________ ______________________________

Signature of Contractor Representative Date

COUNTY ACTIONS:______________________________

____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date ______________________________

Contractor Representative's Signature and Date ______________________________

TITLE INVESTIGATION AND REPORTING SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

CONTRACT			
SPECIFIC PERFORMANCE REFERENCE	**SERVICE**	**MONITORING METHOD**	**DEDUCTIONS/FEES TO BE ASSESSED**
Subparagraph 7.1 Contractor's Director **Subparagraph 7.2** Contractor's Project Manager **Subparagraph 7.3** Contractor's Financial Manager	Notify TTC of changes in Contractor Administration staff, with résumé, within five Business Days.	Inspection and Observation.	$50 per day that notification is late.
Subparagraph 7.6 Approval of Contractor's Staff	Immediate removal of unacceptable Contract personnel.	Complaints, inspection, and observation.	$100 per occurrence of non-removal if beyond one Business Day.
Subparagraph 7.8 Background and Security Investigations	Ensure staff undergo background checks before servicing the Contract.	Complaints, inspection, and observation.	$500 per incident of staff member noncompliance.
	Notify TTC of the names of staff and dates fingerprinted.	Inspection and observation.	$25 per incident of staff member noncompliance.
Subparagraph 7.9 Confidentiality	Maintain the confidentiality of all records and information.	Observation and complaints.	$1,000 per document that is not maintained in accordance with the applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines policies and procedures relating to confidentiality.

TITLE INVESTIGATION AND REPORTING SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

CONTRACT			
SPECIFIC PERFORMANCE REFERENCE	**SERVICE**	**MONITORING METHOD**	**DEDUCTIONS/FEES TO BE ASSESSED**
Subparagraph 8.24 General Provisions for all Insurance Coverage **Subparagraph 8.25** Insurance Coverage	Maintain required insurance coverage satisfying the requirements within these Subparagraphs; and provide Required Insurance to TTC.	Receipt and review of insurance information.	$100 per day of lapsed coverage, and/or TTC may withhold payment due, and/or termination of Contract.
Subparagraph 8.37 Publicity	Obtain County's advanced written permission to use County's name in advertisements.	Complaints, inspection, and observation.	$500 per occurrence of unpermitted use of the County name and/or logo in advertising, and possible termination of Contract.
Subparagraph 8.38 Record Retention and Inspection-Audit Settlement	Contractor to maintain all documents as specified in Subparagraph 8.38.	Inspection of files.	$50 per occurrence of failure to produce required documents within one Business Day of request, or as agreed upon.
Subparagraphs 8.38.5 and 8.38.6 Financial Statements and Pending Litigation	Provide required financial statements and pending litigation statements within the time frame stated in this Subparagraph.	Receipt and review of financial statements.	$50 per day for failure to produce required documents within five Business Days of request, or as agreed upon.
Subparagraph 8.40 Subcontracting	Contractor must obtain County’s written approval prior to subcontracting any work.	Inspection and observation.	$500 per occurrence and possible termination for default.

EXHIBIT 2

TITLE INVESTIGATION AND REPORTING SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

STATEMENT OF WORK			
SPECIFIC PERFORMANCE REFERENCE	**SERVICE**	**MONITORING METHOD**	**DEDUCTIONS/FEES TO BE ASSESSED**
Subparagraph 2.3 Title Report Media	The Contractor must provide paper copies of Reports as indicated in Subparagraph 2.3.	Receipt and review of Reports.	$200 for every Report that is not provided according to the required specifications.
Subparagraph 2.3 Title Report Media	The Contractor must provide secured electronic copies of Reports downloadable from a secured cloud storage available for 30 Days as indicated in Subparagraph 2.3.	Receipt and review of Reports.	$200 for every Report that is not provided according to the required specifications.
Subparagraph 2.4.1 Initial Title Investigation	The Contractor must provide a total of at least 200 Reports or eight percent of the original Auction list(s), whichever is greater, on a weekly basis.	Receipt and review of Reports.	$200 per occurrence of weekly report quota not being met.
Subparagraph 2.4.1 Initial Title Investigation	For each sum of weekly Reports submitted, they must consist of an equal portion of parcels from each group listed in the Assigned Parcel Schedule.	Receipt and review of Reports.	$50 per occurrence that a weekly Subparagraph 3.4.1, Initial Title Investigation report quota does not contain an equal portion of parcels from the Assigned Parcel Schedule.

TITLE INVESTIGATION AND REPORTING SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

STATEMENT OF WORK			
SPECIFIC PERFORMANCE REFERENCE	**SERVICE**	**MONITORING METHOD**	**DEDUCTIONS/FEES TO BE ASSESSED**
Subparagraph 2.4.1 Initial Title Investigation	The Contractor must ensure that 100% of the Reports are submitted according to the volume-to-time deadlines outlined in Subparagraph 2.4.1.	Receipt and review of Reports.	$200 per each late Report.
Subparagraph 2.4.2 Pre-Sale Date Down and **Subparagraph 2.4.3** Post-Sale Date Down	Upon request, the Contractor must provide paper copies of Reports as indicated in Subparagraphs 2.4.2 and 2.4.3.	Receipt and review of Reports.	$500 for every Report that is not provided according to the required deadlines and specifications.
Subparagraph 2.4.4 Single or Small Numbers of Property Tax Sales	The Contractor must provide Reports related to Chapter 8 Agreement Sales and Sealed Bid Sales of 100 or less parcels within ten Business Days after TTC referral.	Receipt and review of Reports.	$200 per day per late Report. Receipt and review of Reports.
Subparagraph 2.7 Title Reports Related to Bond Foreclosures and Liens	The Contractor must provide Reports related to bond foreclosures and liens within 12 Calendar Days after TTC referral.	Receipt and review of Reports.	$200 per day per late Report.

EXHIBIT 2

TITLE INVESTIGATION AND REPORTING SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

STATEMENT OF WORK			
SPECIFIC PERFORMANCE REFERENCE	**SERVICE**	**MONITORING METHOD**	**DEDUCTIONS/FEES TO BE ASSESSED**
Subparagraph 2.11 Non-Complying Title Reports	The Contractor must correct any incomplete reports within five Business Days of TTC notification.	Receipt and review of Reports.	$200 per Day that corrected Report is late.
Paragraph 4.0 Quality Control Plan	A written Quality Control Plan must be maintained and provided as required.	Receipt and review of Reports.	$100 per each-Day late. $500 if Plan is incomplete.
Subparagraph 6.1 Meetings	The Contractor's representative to attend scheduled meetings.	Attendance	$100 per occurrence for nonattendance.

EXHIBIT B

PRICING SCHEDULE

Proposer's Name: First Corporate Solutions, Inc.

SERVICE	Rate
1. PARTIES OF INTEREST REPORTS	$ 225.00 Per Parcel
2. DATE DOWN REPORTS	$ 45.00 Per Report

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

CONTRACT NO. ________________

COUNTY'S PROJECT DIRECTOR:

Name: Deondria Barajas

Title: Assistant Treasurer and Tax Collector

Address: 500 West Temple Street, Room 437
Los Angeles, CA 90012

Telephone: (213) 974-2077

Facsimile: (213) 626-1812

Email Address: dbarajas@ttc.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Nichole Alcaraz

Title: Operations Chief

Address: 225 North Hill Street, Room 122
Los Angeles, CA 90012

Telephone: (213) 974-0070

Email Address: nalcaraz@ttc.lacounty.gov

COUNTY'S ADMINISTRATION

CONTRACT NO. __________________

COUNTY'S CONTRACTS' SECTION – CONTRACT MONITOR:

Name:	Darlene Hernandez
Title:	Contract Monitor
Address:	500 West Temple Street, Room 464
	Los Angeles, CA 90012
Telephone:	(213) 584-1303
Facsimile:	(213) 687-4857
Email Address:	dhernandez@ttc.lacounty.gov

COUNTY'S ADMINISTRATION

CONTRACT NO. ________________

CHIEF INFORMATION SECURITY OFFICER:

Name: James Thurmond
Title: Chief Information Security Officer
Address: 320 West Temple, 7th Floor
Los Angeles, CA 90012
Telephone: (213) 253-5660
Email Address: CISO-CPO_Notify@lacounty.gov

CHIEF PRIVACY OFFICER:

Name: Lillian Russell
Title: Chief Privacy Officer
Address: 320 West Temple, 7th Floor
Los Angeles, CA 90012
Telephone: (213) 351-5363
Email Address: CISO-CPO_Notify@lacounty.gov

COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO):

Name: Matthew Der
Title: Departmental Chief Information Officer
Address: 500 West Temple Street, Room 409
Los Angeles, CA 90012
Telephone: (213) 974-7618
Email Address: mder@ttc.lacounty.gov

COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO):

Name: Chamnan So
Title: Departmental Information Security Officer
Address: 500 West Temple Street, Room 409
Los Angeles, CA 90012
Telephone: (213) 584-1484
Email Address: cso@ttc.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: **First Corporate Solutions, Inc.**

CONTRACT NO. _______________

CONTRACTOR'S PROJECT DIRECTOR:

Name: Daniel Silverburg
Title: Title Projects Manager
Address: 914 S Street
Sacramento, CA 95811
Telephone: (800) 406-1577 Xtn: 8918
Facsimile: (800) 266-2703
Email Address: daniel.silverburg@ficoso.com

CONTRACTOR'S PROJECT MANAGER:

Name: Daniel Silverburg
Title: Title Projects Manager
Address: 914 S Street
Sacramento, CA 95811
Telephone: (800) 406-1577 Xtn: 8918
Facsimile: (800) 266-2703
Email Address: daniel.silverburg@ficoso.com

CONTRACTOR'S ALTERNATE PROJECT MANAGER:

Name: Natalie Cunningham
Title: Lead Title Examiner
Address: 12631 East Imperial Hwy, Suite F-102
Santa Fe Springs, CA 90670
Telephone: (800) 406-1577
Facsimile: (800) 266-2703
Email Address: natalie.cunningham@ficoso.com

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: **First Corporate Solutions, Inc.**

CONTRACT NO. _______________

CONTRACTOR'S FINANCIAL MANAGER

Name:	Dominic Ferri
Title:	VP of Finance
Address:	914 S Street
	Sacramento, CA 95811
Telephone:	(800) 406-1577 Xtn: 8908
Facsimile:	(916) 441-2217
Email Address:	dominic.ferri@ficoso.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:	Christian Hay
Title:	Vice President of Operations
Address:	914 S Street
	Sacramento, CA 95811
Telephone:	(800) 406-1577 Xtn: 8976
Facsimile:	(800) 266-2703
Email Address:	christian.hay@ficoso.com

NOTICES TO CONTRACTOR MUST BE SENT TO THE FOLLOWING:

Name:	Daniel Silverburg
Title:	Title Projects Manager
Address:	914 S Street
	Sacramento, CA 95811
Telephone:	(800) 266-1577 Xtn: 8918
Facsimile:	(800) 266-2703
Email Address:	daniel.silverburg@ficoso.com

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

NON-IT CONTRACTS

F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME First Corporate Solutions, Inc. 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: Daniel Silverburg DATE: 06 / 22 / 2026

PRINTED NAME: Daniel Silverburg

POSITION: Title Projects Manager

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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 ten 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.)