

AGREEMENT

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4 THIS AGREEMENT is made and entered into on September 26, 2017, by and between
5 the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and Title
6 Runners, Inc., a California corporation doing business at 3083 ½ Calle Mariposa, Santa Barbara,
7 CA 93105 ("CONTRACTOR").

8 **Recitals**

9 A. The COUNTY periodically conducts sales of tax-defaulted property, under California
10 Revenue and Taxation Code, Division 1, Part 6, Chapter 7.

11 B. Not less than 45 days nor more than 120 days before a proposed sale of tax-
12 defaulted properties, the COUNTY's Auditor-Controller/Treasurer-Tax Collector ("Tax Collector") is
13 required to send notice of the proposed sale to the last known mailing address, if available, of
14 parties of interest, which include (1) lienholders of record prior to the recordation of the tax deed to
15 the purchaser after the sale of tax-defaulted property, and (2) any person with title of record to all
16 or any portion of the property prior to the recordation of the tax deed to the purchaser after the
17 sale of tax-defaulted property.

18 C. The Tax Collector is required by law to make a reasonable effort to obtain the name
19 and last known mailing address of all parties of interest.

20 D. The COUNTY wishes to engage the CONTRACTOR to perform party-of-interest
21 searches on behalf of the Tax Collector for the COUNTY's sales of tax-defaulted property
22 according to the terms of this agreement.

23 E. The CONTRACTOR represents that it is ready, willing, and able to make a
24 reasonable effort to obtain the name and last known mailing address of each and every party of
25 interest in connection with the COUNTY's sales of tax-defaulted property according to the terms of
26 this agreement.

27 **The parties therefore agree as follows:**

28 1. OBLIGATIONS OF THE CONTRACTOR

1 A. CONTRACTOR represents and warrants that it is ready, willing, and able
2 to make a reasonable effort, as required by law, to obtain the name and last known mailing
3 address of each and every party of interest in connection with the COUNTY's sales of tax-
4 defaulted property under this agreement.

5 B. For each list of properties provided by the COUNTY, CONTRACTOR shall
6 conduct a search, using reasonable efforts as required by applicable law (including, but not limited
7 to California Revenue and Taxation Code section 3701), for each and every party of interest, as
8 that term is defined in Revenue and Taxation Code section 4675. For each list of properties,
9 CONTRACTOR shall prepare a written report (which may be in electronic format) of the search.
10 The written report shall contain, but which is not limited to, the following information:

11 1) A "tax sale chain response," in the form of the exemplar attached to
12 this agreement as "Exhibit A," listing of each and every party of interest for all properties on the list
13 provided by the COUNTY, including the name and current address, or last known address, of
14 each party of interest, and all of the information shown in the Exhibit A exemplar. For each
15 property, the first parties of interest listed in the report shall be the current assesse(s)/property
16 owner(s). The name and address for each and every party of interest should be the same as
17 shown on the tax sale chain.

18 2) Copies of all pertinent documents, including but not limited to
19 recorded documents, with all relevant identifying information and numbers used by the
20 CONTRACTOR to determine whether a person or entity is a party of interest. Such identifying
21 information and numbers may include, but are not limited to, deed of trust title and number and
22 Recorder's document number.

23 3) Identification by name and Recorder's document number, if any, of all
24 liens, including but not limited to homestead liens, financing liens, and liens created by
25 proceedings under any special benefit assessment law, such as the Improvement Act of 1911, the
26 Improvement Bond Act of 1915, the Mello-Roos Community Facilities Act of 1982.

27 4) Hard copies of all IRS liens to be delivered to our office and electronic
28 PDF files by parcel number with all other supporting documentation discovered during the course

1 of the search in a separately identified section of all documents used to identify each and every
2 party of interest, if those documents are not already included above.

3 C. For each annual tax sale during the term of this agreement, the
4 CONTRACTOR shall deliver all written reports to the Tax Collector on or before the end of
5 business on the second Friday of December. The CONTRACTOR shall pay a penalty at the rate
6 of \$500 for each calendar day that any written report is late. The Tax Collector, in its sole
7 discretion, may cancel that penalty for any day to which it applies.

8 D. For each search for parties of interest, the Tax Collector may request
9 further searches, diligence, information, or documentation from the CONTRACTOR as the Tax
10 Collector may require, and the CONTRACTOR is obligated to promptly conduct such further
11 searches and diligence, and to promptly provide such information and documentation, unless the
12 CONTRACTOR certifies in writing that the information or documentation requested is unavailable
13 or nonexistent.

14 2. OBLIGATIONS OF THE COUNTY

15 A. On or before the close of business on the second Thursday of October for
16 each year that this agreement is in effect, the Tax Collector shall provide to the CONTRACTOR a
17 hard copy list and an electronic file in the same format as sent by the County to start this process
18 containing the necessary information (at a minimum each file must include party of interest name,
19 party of interest address, party of interest document date(s), party of interest document number(s),
20 party of interest document type, and any other information discovered during the search process)
21 to conduct the searches.

22 3. TERM

23 This agreement is effective when executed by both parties and terminates on
24 September 30, 2020. This agreement may be extended for two additional consecutive 12-month
25 periods upon written approval of both parties no later than 30 days prior to the first day of the next
26 12-month extension period. The Tax Collector or his or her designee is authorized to execute such
27 written approval on behalf of the COUNTY based on the CONTRACTOR's satisfactory
28 performance.

1 4. TERMINATION

2 A. Non-Allocation of Funds - The terms of this agreement, and the services to
3 be provided thereunder, are contingent on the approval of funds by the appropriating government
4 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
5 agreement terminated, at any time by giving the CONTRACTOR thirty (30) days' advance written
6 notice.

7 B. Breach of Contract - The COUNTY may immediately suspend or terminate
8 this agreement in whole or in part, where in the determination of the COUNTY there is:

- 9 1) An illegal or improper use of funds;
- 10 2) A failure to comply with any term of this agreement;
- 11 3) A substantially incorrect or incomplete report submitted to the
12 COUNTY;
- 13 4) Improperly performed service.

14 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY
15 of any breach of this agreement or any default which may then exist on the part of the
16 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the
17 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of
18 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR
19 under this Agreement, which in the judgment of the COUNTY were not expended in accordance
20 with the terms of this agreement. The CONTRACTOR shall promptly refund any such funds upon
21 demand.

22 C. Without Cause - Under circumstances other than those set forth above,
23 this agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written
24 notice of an intention to terminate to CONTRACTOR.

25 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
26 CONTRACTOR agrees to receive compensation as follows: two hundred dollars (\$200) for a
27 completed search for each parcel. CONTRACTOR shall submit monthly invoices in triplicate to
28 the County of Fresno Auditor-Controller/Treasurer-Tax Collector.

1 In no event shall services performed under this agreement be in excess of one
2 hundred thirty thousand dollars (\$130,000) for each one year period (ending September 30th) that
3 this agreement is in effect. If this agreement renews as set forth in Section 3, the maximum
4 amount payable to CONTRATOR shall not exceed six hundred fifty thousand dollars (\$650,000)
5 during the term of this agreement. It is understood that all expenses incidental to
6 CONTRACTOR'S performance of services under this agreement shall be borne by
7 CONTRACTOR.

8 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and
9 obligations assumed by CONTRACTOR under this agreement, it is mutually understood and
10 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and
11 employees will at all times be acting and performing as an independent contractor, and shall act in
12 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
13 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or
14 direct the manner or method by which CONTRACTOR shall perform its work and function.
15 However, COUNTY shall retain the right to administer this agreement so as to verify that
16 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

17 CONTRACTOR and COUNTY shall comply with all applicable provisions of
18 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
19 matters the subject thereof.

20 Because of its status as an independent contractor, CONTRACTOR shall have
21 absolutely no right to employment rights and benefits available to COUNTY employees.
22 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
23 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
24 responsible and save COUNTY harmless from all matters relating to payment of
25 CONTRACTOR'S employees, including compliance with Social Security withholding and all other
26 regulations governing such matters. It is acknowledged that during the term of this agreement,
27 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
28 agreement.

1 7. MODIFICATION: Any matters of this agreement may be modified from time to
2 time by written agreement of all the parties without, in any way, affecting the remainder.

3 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
4 agreement nor their rights or duties under this agreement without the prior written consent of the
5 other party.

6 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold
7 harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees
8 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or
9 resulting to COUNTY in connection with the performance, or failure to perform, by
10 CONTRACTOR, its officers, agents, or employees under this agreement, and from any and all
11 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person,
12 firm, or corporation who may be injured or damaged by the performance, or failure to perform,
13 of CONTRACTOR, its officers, agents, or employees under this agreement.

14 10. INSURANCE

15 Without limiting the COUNTY's right to obtain indemnification from
16 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
17 force and effect, the following insurance policies or a program of self-insurance throughout the
18 term of the Agreement:

19 A. Commercial General Liability

20 Commercial General Liability Insurance with limits of not less than One
21 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
22 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
23 specific coverages including completed operations, products liability, contractual liability,
24 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
25 necessary because of the nature of this contract.

26 B. Automobile Liability

27 Comprehensive Automobile Liability Insurance with limits for bodily injury of
28 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred

1 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty
2 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred
3 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used
4 in connection with this Agreement.

5 C. Errors and Omissions

6 Errors and Omissions insurance with limits of not less than Two Hundred
7 Fifty Thousand Dollars (\$250,000.00) per occurrence, Five Hundred Thousand Dollars
8 (\$500,000.00) annual aggregate.

9 D. Worker's Compensation

10 A policy of Worker's Compensation insurance as may be required by the
11 California Labor Code.

12 CONTRACTOR shall obtain endorsements to the Commercial General Liability
13 insurance naming the County of Fresno, its officers, agents, and employees, individually and
14 collectively, as additional insured, but only insofar as the operations under this agreement are
15 concerned. Such coverage for additional insured shall apply as primary insurance and any other
16 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
17 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
18 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
19 written notice given to COUNTY.

20 Within Thirty (30) days from the date CONTRACTOR signs and executes this
21 agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
22 above for all of the foregoing policies, as required herein, to the County of Fresno, Tax Collector
23 PO Box 1192 Fresno, CA 93715-1192, stating that such insurance coverage have been obtained
24 and are in full force; that the County of Fresno, its officers, agents and employees will not be
25 responsible for any premiums on the policies; that such Commercial General Liability insurance
26 names the County of Fresno, its officers, agents and employees, individually and collectively, as
27 additional insured, but only insofar as the operations under this agreement are concerned; that
28 such coverage for additional insured shall apply as primary insurance and any other insurance, or

1 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only
2 and not contributing with insurance provided under CONTRACTOR's policies herein; and that this
3 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
4 written notice given to COUNTY.

5 In the event CONTRACTOR fails to keep in effect at all times insurance
6 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,
7 suspend or terminate this agreement upon the occurrence of such event.

8 All policies shall be issued by admitted insurers licensed to do business in the
9 State of California, and such insurance shall be purchased from companies possessing a current
10 A.M. Best, Inc. rating of A FSC VII or better.

11 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during
12 business hours, and as often as the COUNTY may deem necessary, make available to the
13 COUNTY for examination all of its records and data with respect to the matters covered by this
14 agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to
15 audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance
16 with the terms of this agreement.

17 If this agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR
18 shall be subject to the examination and audit of the Auditor General for a period of three (3) years
19 after final payment under contract (Government Code Section 8546.7).

20 12. NOTICES: The persons and their addresses having authority to give and
21 receive notices under this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	Title Runners, Inc.
Auditor-Controller/Treasurer-Tax Collector	Attn. Eric Hancey
PO Box 1192	3083 ½ Calle Mariposa
Fresno, CA 93715-1192	Santa Barbara, CA 93105

22 All notices between the COUNTY and the CONTRACTOR provided for or
23 permitted under this Agreement must be in writing and delivered either by personal service, by
24 first-class United States mail, by an overnight commercial courier service, or by telephonic
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1 facsimile transmission. A notice delivered by personal service is effective upon service to the
2 recipient. A notice delivered by first-class United States mail is effective three COUNTY business
3 days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice
4 delivered by an overnight commercial courier service is effective one COUNTY business day after
5 deposit with the overnight commercial courier service, delivery fees prepaid, with delivery
6 instructions given for next day delivery, addressed to the recipient. A notice delivered by
7 telephonic facsimile is effective when transmission to the recipient is completed (but, if such
8 transmission is completed outside of COUNTY business hours, then such delivery shall be
9 deemed to be effective at the next beginning of a COUNTY business day), provided that the
10 sender maintains a machine record of the completed transmission. For all claims arising out of or
11 related to this Agreement, nothing in this section establishes, waives, or modifies any claims
12 presentation requirements or procedures provided by law, including but not limited to the
13 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section
14 810).

15 13. VENUE AND GOVERNING LAW: Venue for any action arising out of or
16 related to this agreement shall only be in Fresno County, California.

17 The rights and obligations of the parties and all interpretation and performance
18 of this agreement shall be governed in all respects by the laws of the State of California.

19 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS: This provision is only
20 applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit
21 corporation) or if during the term of this agreement, the CONTRACTOR changes its status to
22 operate as a corporation.

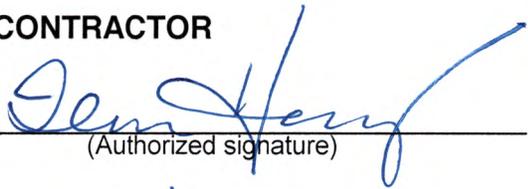
23 Members of the CONTRACTOR's Board of Directors shall disclose any self-
24 dealing transactions that they are a party to while CONTRACTOR is providing goods or
25 performing services under this agreement. A self-dealing transaction shall mean a transaction to
26 which the CONTRACTOR is a party and in which one or more of its directors has a material
27 financial interest. Members of the Board of Directors shall disclose any self-dealing transactions
28 that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form

1 (Attachment B) and submitting it to the COUNTY prior to commencing with the self-dealing
2 transaction or immediately thereafter.

3 ENTIRE AGREEMENT: This agreement constitutes the entire agreement between
4 the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all
5 previous agreement negotiations, proposals, commitments, writings, advertisements, publications,
6 and understanding of any nature whatsoever unless expressly included in this agreement. In the
7 event of any inconsistency in interpreting the documents which constitute this agreement, the
8 inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text
9 of this agreement (excluding exhibits); (2) exhibit A.

10 IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day
11 and year first hereinabove written.

12 **CONTRACTOR**

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14 _____
(Authorized signature)

15 IRENE HANCEY - OWNER
16 _____
Print Name & Title

17 3083 1/2 CSUS MARIPOSA
18 _____
Mailing Address
19 SANTA BARBARA, CA 93105
20 _____

21 Date: 9-18-17
22 _____

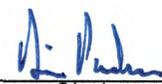
23 _____
(Authorized signature)

24 _____
Print Name & Title

25 _____
Mailing Address

26 _____
Date:

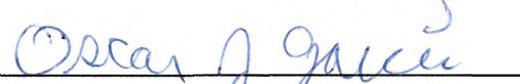
COUNTY OF FRESNO



Chairman, Board of Supervisors

Date: 9-26-17

REVIEWED & RECOMMENDED FOR APPROVAL



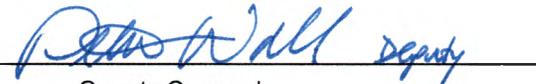
Department Head's Signature

APPROVED AS TO ACCOUNTING FORM



Auditor-Controller/Treasurer-Tax Collector

APPROVED AS TO LEGAL FORM



County Counsel

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By Susan Bishop
Deputy

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2 FOR ACCOUNTING USE ONLY:

3 ORG No.: 04100500

4 Account No.: 7295

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Exhibit A

Tax Sale: 2014 Tax Sale
 Client: Fresno Tax Collector

Item No.: 62
 Parcel No.: 463-252-20S
 Search Date: 9/20/2013
 Reviewed By:

PIName:	PIDocDate:	PIDocNo:	PIDocType:	
Mortgage Income Fund 2222 N. State College Blvd. Fullerton CA 92831	3/25/2013	13-43506	Trustee's Deed	1
I-5 Social Services Corp. 4762 W. Jennifer Ste. 102 Fresno CA 93722	10/20/2000	00-129926	Deed of Trust	2
Julian Chapa PO Box 541 Fresno CA 93709	10/23/2002	02-187673	Deed of Trust	3
City of Huron 36311 Lassen Ave. Huron CA 93234	10/24/2002	02-188665	Deed of Trust	4
City of Huron PO Box 339 Huron CA 93234	10/24/2002	02-188665	Deed of Trust	5
Choice Investments, Inc. 4491 W. Shaw #200 Fresno CA 93722	11/10/2005	05-268046	Deed of Trust	6
Sunset Waste Paper PO Box 5942 Fresno CA 93755	5/1/2006	06-91556	Deed of Trust	7
Sunset Waste Paper 2721 S. Elm Ave. Fresno CA 93706	5/1/2006	06-91556	Deed of Trust	8
John Steel 4591 Cathedral Oaks Santa Barbara CA 93110	10/2/2006	06-209917	Deed of Trust	9

Comments

Page 1

Attachment B

SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: _____ Date: _____

Job Title: _____

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)

(5) Authorized Signature

Signature: _____ Date: _____