

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated _____ and is between
3 RZ Title Services, Inc, a California corporation ("Contractor") located at 8826 Ocean View Ave
4 #H, Whittier, CA 90605, and the County of Fresno, a political subdivision of the State of
5 California ("County").

6 **Recitals**

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

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

17 C. The County is authorized to procure contracts that have been competitively bid by other
18 government agencies and cooperative purchasing groups.

19 D. On July 11, 2023, the County of Riverside, California ("Riverside County"), entered into
20 Contract ID #RIVCO-96258-003-06/28 with the Contractor following a competitive solicitation
21 under Request for Proposal Number RIVCO-0000647 for Parties of Interest Reports. This
22 contract includes a clause under which the Contractor agrees to extend the same pricing, terms,
23 and conditions to other political entities.

24 E. Contractor has agreed to extend the pricing and provisions of Riverside County Contract
25 ID #RIVCO-96258-003-06/28 to the County.

26 F. The County wishes to engage the Contractor to perform party of interest searches on
27 behalf of the Tax Collector for the County's sales of tax-defaulted property according to the
28 terms of this agreement.

1 G. The Contractor represents that it is ready, willing, and able to make a reasonable effort
2 to obtain the name and last known mailing address of every party of interest in connection with
3 the County's sales of tax-defaulted property according to the terms of this agreement.

4 The parties therefore agree as follows:

5 **Article 1**

6 **Contractor's Services**

7 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
8 Exhibit A to this Agreement, titled "Scope of Services."

9 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
10 able to perform all of the services provided in this Agreement, including making a reasonable
11 effort, as required by law, to obtain the name and last known mailing address of each and every
12 party of interest in connection with the County's sales of tax-defaulted property during the term
13 of this Agreement.

14 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
15 applicable federal, state, and local laws and regulations in the performance of its obligations
16 under this Agreement, including but not limited to workers compensation, labor, and
17 confidentiality laws and regulations.

18 **Article 2**

19 **County's Responsibilities**

20 2.1 The County's Tax Collector shall provide the Contractor an electronic file(s) in PDF
21 and Microsoft Access database format containing the necessary information to conduct the
22 search. The tax sale chain will include a list of properties for tax sale with detailed property
23 information. Such submission may occur throughout the calendar year depending on the
24 expected sale date, or expected postponement sale date.

1 **Article 3**

2 **Compensation, Invoices, and Payments**

3 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
4 the performance of its services under this Agreement as described Exhibit B to this Agreement,
5 titled "Compensation."

6 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
7 under this Agreement is one hundred thirty thousand dollars (\$130,000) for the first period from
8 May 19, 2026, through May 18, 2027, and one hundred thirty thousand dollars (\$130,000) for
9 each subsequent one-year period, commencing on a May 19 and ending on the next May 18.
10 The maximum amount payable to Contractor for services during the initial term of this
11 Agreement is three hundred ninety thousand dollars (\$390,000). If this Agreement is extended
12 for the first one-year period as set forth in section 4.2, "Extension," the maximum amount
13 payable to Contractor is five hundred twenty thousand dollars (\$520,000), including the initial
14 term and the first one-year extension. If this Agreement is extended for both one-year periods
15 as set forth in section 4.2, "Extension," the maximum amount payable to Contractor is six
16 hundred fifty thousand dollars (\$650,000), including the initial term and both one-year
17 extensions. The Contractor acknowledges that the County is a local government entity, and
18 does so with notice that the County's powers are limited by the California Constitution and by
19 State law, and with notice that the Contractor may receive compensation under this Agreement
20 only for services performed according to the terms of this Agreement and while this Agreement
21 is in effect, and subject to the maximum amount payable under this section. The Contractor
22 further acknowledges that County employees have no authority to pay the Contractor except as
23 expressly provided in this Agreement.

24 3.3 **Invoices.** The Contractor shall attach an individual invoice to the front of each
25 parties of interest report showing the amount for that property. The Contractor shall also submit
26 a final invoice after completing all parties of interest searches for a parcel list. The final invoice
27 shall include a detailed list of all outstanding invoices with assessment numbers, order numbers,
28 and the invoice amount at the end for the entire tax sale. Invoices shall be provided in both

1 Tax Collections Division Chief
2 County of Fresno
3 2281 Tulare St. Room 105
4 Fresno, CA 93721
5 TCCorrespondence@fresnocountyca.gov
6 Fax: 559-600-1449

7 **For the Contractor:**
8 Chief Executive Officer
9 RZ Title Services, Inc.
10 Attn: Zulema Covarrubia
11 PO Box 1193
12 Whittier, CA 90609

13 5.2 **Change of Contact Information.** Either party may change the information in section
14 5.1 by giving notice as provided in section 5.3.

15 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
16 for or permitted under this Agreement must be in writing, state that it is a notice provided under
17 this Agreement, and be delivered either by personal service, by first-class United States mail, by
18 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
19 Document Format (PDF) document attached to an email.

20 (A) A notice delivered by personal service is effective upon service to the recipient.

21 (B) A notice delivered by first-class United States mail is effective three County
22 business days after deposit in the United States mail, postage prepaid, addressed to the
23 recipient.

24 (C) A notice delivered by an overnight commercial courier service is effective one
25 County business day after deposit with the overnight commercial courier service,
26 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
27 the recipient.

28 (D) A notice delivered by telephonic facsimile transmission or by PDF document
attached to an email is effective when transmission to the recipient is completed (but, if
such transmission is completed outside of County business hours, then such delivery is
deemed to be effective at the next beginning of a County business day), provided that
the sender maintains a machine record of the completed transmission.

1 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
2 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
3 the performance or failure to perform by the Contractor (or any of its officers, agents,
4 subcontractors, or employees) under this Agreement. The County may conduct or participate in
5 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
6 defend the County.

7 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

8 **Article 9**

9 **Insurance**

10 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
11 Agreement.

12 **Article 10**

13 **Inspections, Audits, and Public Records**

14 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
15 the County may examine at any time during business hours and as often as the County deems
16 necessary, all of the Contractor's records and data with respect to the matters covered by this
17 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
18 request by the County, permit the County to audit and inspect all of such records and data to
19 ensure the Contractor's compliance with the terms of this Agreement.

20 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
21 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
22 California State Auditor, as provided in Government Code section 8546.7, for a period of three
23 years after final payment under this Agreement. This section survives the termination of this
24 Agreement.

25 10.3 **Public Records.** The County is not limited in any manner with respect to its public
26 disclosure of this Agreement or any record or data that the Contractor may provide to the
27 County. The County's public disclosure of this Agreement or any record or data that the
28 Contractor may provide to the County may include but is not limited to the following:

1 (A) The County may voluntarily, or upon request by any member of the public or
2 governmental agency, disclose this Agreement to the public or such governmental
3 agency.

4 (B) The County may voluntarily, or upon request by any member of the public or
5 governmental agency, disclose to the public or such governmental agency any record or
6 data that the Contractor may provide to the County, unless such disclosure is prohibited
7 by court order.

8 (C) This Agreement, and any record or data that the Contractor may provide to the
9 County, is subject to public disclosure under the Ralph M. Brown Act (California
10 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

11 (D) This Agreement, and any record or data that the Contractor may provide to the
12 County, is subject to public disclosure as a public record under the California Public
13 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
14 with section 6250) ("CPRA").

15 (E) This Agreement, and any record or data that the Contractor may provide to the
16 County, is subject to public disclosure as information concerning the conduct of the
17 people's business of the State of California under California Constitution, Article 1,
18 section 3, subdivision (b).

19 (F) Any marking of confidentiality or restricted access upon or otherwise made with
20 respect to any record or data that the Contractor may provide to the County shall be
21 disregarded and have no effect on the County's right or duty to disclose to the public or
22 governmental agency any such record or data.

23 **10.4 Public Records Act Requests.** If the County receives a written or oral request
24 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
25 and which the County has a right, under any provision of this Agreement or applicable law, to
26 possess or control, then the County may demand, in writing, that the Contractor deliver to the
27 County, for purposes of public disclosure, the requested records that may be in the possession
28 or control of the Contractor. Within five business days after the County's demand, the

1 “Self-Dealing Transaction Disclosure Form” (Exhibit C to this Agreement) and submitting it to
2 the County before commencing the transaction or immediately after.

3 11.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is
4 a party and in which one or more of its directors, as an individual, has a material financial
5 interest.

6 **Article 12**

7 **General Terms**

8 12.1 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this
9 Agreement may not be modified, and no waiver is effective, except by written agreement signed
10 by both parties. The Contractor acknowledges that County employees have no authority to
11 modify this Agreement except as expressly provided in this Agreement.

12 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
13 under this Agreement without the prior written consent of the other party.

14 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
15 or related to this Agreement.

16 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
17 County, California. Contractor consents to California jurisdiction for actions arising from or
18 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
19 brought and maintained in Fresno County.

20 12.5 **Construction.** The final form of this Agreement is the result of the parties’ combined
21 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
22 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
23 against either party.

24 12.6 **Days.** Unless otherwise specified, “days” means calendar days.

25 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
26 only and are not part of this Agreement.

27 12.8 **Severability.** If anything in this Agreement is found by a court of competent
28 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in

1 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
2 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
3 intent.

4 **12.9 Nondiscrimination.** During the performance of this Agreement, the Contractor shall
5 not unlawfully discriminate against any employee or applicant for employment, or recipient of
6 services, because of race, religious creed, color, national origin, ancestry, physical disability,
7 mental disability, medical condition, genetic information, marital status, sex, gender, gender
8 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
9 all applicable State of California and federal statutes and regulation.

10 **12.10 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
11 of the Contractor under this Agreement on any one or more occasions is not a waiver of
12 performance of any continuing or other obligation of the Contractor and does not prohibit
13 enforcement by the County of any obligation on any other occasion.

14 **12.11 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
15 between the Contractor and the County with respect to the subject matter of this Agreement,
16 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
17 publications, and understandings of any nature unless those things are expressly included in
18 this Agreement. If there is any inconsistency between the terms of this Agreement without its
19 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
20 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
21 exhibits.

22 **12.12 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
23 create any rights or obligations for any person or entity except for the parties.

24 **12.13 Authorized Signature.** The Contractor represents and warrants to the County that:

25 (A) The Contractor is duly authorized and empowered to sign and perform its
26 obligations under this Agreement.

1 (B) The individual signing this Agreement on behalf of the Contractor is duly
2 authorized to do so and his or her signature on this Agreement legally binds the
3 Contractor to the terms of this Agreement.

4 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
5 electronic signature as provided in this section.

6 (A) An “electronic signature” means any symbol or process intended by an individual
7 signing this Agreement to represent their signature, including but not limited to (1) a
8 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
9 electronically scanned and transmitted (for example by PDF document) version of an
10 original handwritten signature.

11 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
12 equivalent to a valid original handwritten signature of the person signing this Agreement
13 for all purposes, including but not limited to evidentiary proof in any administrative or
14 judicial proceeding, and (2) has the same force and effect as the valid original
15 handwritten signature of that person.

16 (C) The provisions of this section satisfy the requirements of Civil Code section
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
18 Part 2, Title 2.5, beginning with section 1633.1).

19 (D) Each party using a digital signature represents that it has undertaken and
20 satisfied the requirements of Government Code section 16.5, subdivision (a),
21 paragraphs (1) through (5), and agrees that each other party may rely upon that
22 representation.

23 (E) This Agreement is not conditioned upon the parties conducting the transactions
24 under it by electronic means and either party may sign this Agreement with an original
25 handwritten signature.

26 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
27 original, and all of which together constitute this Agreement.

28 [SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 RZ TITLE SERVICES, INC.

COUNTY OF FRESNO

3 Zulema Covarrubias
4 Zulema Covarrubias (May 4, 2026 18:27:33 PDT)

5 _____
6 Zulema Covarrubias
7 Chief Executive Officer

_____ Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

8 8826 Ocean View Ave., #H
9 Whittier, CA 90605

Attest:
Bernice Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

10 By: _____
Deputy

11 For accounting use only:

12 Org No.: 04100500
13 Account No.: 7295
14 Fund No.: 0001
15 Subclass No.: 10000
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Exhibit A

Scope of Services

1
2 **1. Party of Interest Searches.** The Contractor shall perform party of interest searches, as
3 defined by California Revenue and Tax Code section 4675, on tax-defaulted properties, upon
4 the request of the Tax Collector. Such searches must be completed to the satisfaction of the
5 Tax Collector such that the Tax Collector may commence and complete the process to notify
6 parties of interest in accordance with the provisions of Revenue and Tax Code. For each search
7 for parties of interest, the Tax Collector may request further searches, diligences, information, or
8 documentation from the Contractor as the Tax Collector may require, and the Contractor is
9 obligated to promptly conduct such further searches and diligence, and to promptly provide such
10 information and documentation, unless the Contractor certifies in writing that the information and
11 documentation requested is unavailable or nonexistent.

12 **2. Party of Interest Reports.** The Contractor shall provide required information to the Tax
13 Collector within 45 days (or next County business day thereafter, if the 45th day falls on a
14 weekend or a County holiday) after the Contractor receives from the Tax Collector a tax sale
15 chain list under section 2.1 of this Agreement. Required information that the Contractor shall
16 provide includes, but is not limited to, all of the following, and shall be provided in electronic
17 format (PDF) via Secure File Transfer Protocol (SFTP) through a portal to be provided by the
18 County or through a designated County Microsoft SharePoint folder; except that those methods
19 or another electronic method acceptable to the County are not available, then the Contractor
20 shall provide party of interest reports containing all of the following in hard copy: Contractor shall
21 provide document copies that are legible and outlined on a coversheet in the form of a parties of
22 interest title report. The document copies shall include, at minimum, the following:

- 23 i. Assessor's parcel number
- 24 ii. Item number
- 25 iii. Cost of the party of interest report
- 26 iv. The date that the party of interest report is completed
- 27 v. Identify the property address, vacant land, or timeshare
- 28 vi. Name of current owner

Exhibit A

- vii. Trust deed information, including document number(s), recording date(s), amount(s), trustor(s), trustees(s), and beneficiary(ies). Assignments shall also be included.
- viii. Judgment(s)/Lien(s), including the type of lien, creditors(s), document, number(s), recording date(s), case number(s), and amount(s)
- ix. Pending actions/bankruptcies, including types of claims and liens, case numbers, court locations, and plaintiffs names and defendants names
- x. Name and addresses of entities that have recorded default notices
- xi. Recorded changes of addresses
- xii. Names and recorded addresses of lessees (a person acquiring an estate for years on a lease) together with recording references
- xiii. Names and recorded addresses of any holders of interest in oil, gas, or mineral rights
- xiv. Names and recorded addresses of any holders of either a predominant easement or right-of-way easement
- xv. Assessor's parcel map Legal description and title discrepancies as described below

3. Reconciliation

- a. Contractor shall compare the legal description between the Power to Sell and the Assessor's maps and shall note any discrepancies in the legal descriptions in writing. Contractor shall write what the Contractor believes to be the correct information on the last page of the parties of interest report.
- b. Contractor shall compare who they show on title with the Assessee on the Assessor's records and note any differences. These differences shall be provided below the vesting section on the parties of interest report in a detailed manner by providing a full description after the vesting information of the given transfer as to basis for the difference. For instance, if a transfer is not recognized because title was not transferred in the same manner as title was taken, then the specific differences

Exhibit A

1 must be described. For example, if John A. Smith and Jane B. Smith, husband and
2 wife, as joint tenants took title, however, when transferring out they did not use their
3 middle names and the title company does not agree with the transfer, those details
4 must be described.

5 c. Contractor shall provide updated parties of interest reports before postponement
6 sales.

7 d. If the County requests a revision due to inaccurate information, Contractor shall
8 indicate that the report is a revision by notating "Revision" at the top of the first page.
9 Contractor shall also notate the reason for the revision and the date of the revision at
10 the end of the report.

11 4. Performance Measures and Updates

12 a. As part of the contract, the Contractor shall pay a penalty at the rate of \$500 for each
13 calendar day that any written report is late. The Tax Collector, in its sole discretion,
14 may cancel that penalty for any day to which it applies. An annual performance audit
15 will be conducted to determine whether the Contractor's performance has been
16 satisfactory to the Tax Collector.

17 b. Updates for the parties of interest reports will be requested as needed. In the case of
18 updated parties of interest reports, the County is only seeking information that has
19 changed from the initial report or last updated report. If there has been no change to
20 the property information, the updated report shall indicate "NO CHANGE IN
21 PROPERTY INFORMATION FROM REPORT DATED XX/XX/XXXX" (Contractor
22 shall provide date of most recent previous report).

23 c. Contractor shall insure title searches to protect the County from cost incurred if the
24 information given proves to be inaccurate and the County has not legally notified
25 parties of interest due to the inaccurate title report. This cost shall include, but not be
26 limited to, certified mailings, legal fees, employee time, and monetary damages.

27 5. Tax-Defaulted Properties

Exhibit A

- 1 a. County shall send the Contractor an auction list of tax defaulted properties at least
2 45 days from the date the parties of interest report is due to the County.
- 3 b. Parties of interest report submission due dates may be adjusted at discretion of the
4 County. Per each auction, all reports must be completed with one (1) hard copy, and
5 one (1) electronic copy submitted on an even flow basis (at the end of each day), as
6 defined in section 2 of this Exhibit A. At the conclusion of each respective auction, a
7 corresponding electronic version of all parties of interest addresses shall be
8 submitted. In the event of bankruptcy, IRS lien, Probate, or other situation that may
9 prevent the sale of said property, a notation is to be placed on the front of the report
10 stating the status. Contractor must ensure that 100% of the ownership interests is
11 accounted for, identified, and annotated on the report. In addition to the parties of
12 interest reports being ordered for a tax sale, the County may order, as needed,
13 additional parties of interest reports for Chapter 8 agreements of sale and for
14 parcel(s) with excess proceeds. Each of these orders shall be completed and
15 submitted to the County by the Contractor within twenty (20) business days of
16 referral.

17 6. Parcel Lists

- 18 a. The County shall provide a list of parcel numbers for which it requires parties of
19 interest reports to be generated. This list shall be emailed to the Contractor by the
20 County. The reports shall be completed by the Contractor for each parcel as
21 instructed by the County.

22 7. Work Plan

- 23 a. Reporting Mechanism - the final Parties of Interest Report shall include the following
24 items:
- 25 i. The Tax Collector's item number, property parcel number and situs
26 address for reference
 - 27 ii. Name and mailing address of the owner(s) of record of the property in
28 question, and the recording reference of the vesting document or

Exhibit A

1 document(s). Manner of holding title and any fractional interest the owner
2 may hold, e.g. "as community property" and "as to an undivided one-third
3 interest", etc. In addition, the address of the previously recorded
4 conveyance is to be provided. If the address is illegible, a clear copy of
5 the existing document shall be provided along with the report.

6 iii. Names and recorded addresses of lien holders such as trust deed
7 beneficiaries, mortgagees, vendees under land contracts, assignments,
8 etc. The recording references for the lien documents and the dollar
9 amounts shall also be shown. Identification by name and Recorder's
10 document number, if any, of all liens, including but not limited to
11 homestead liens, financing liens, and liens created by proceedings under
12 any special benefit assessment law, such as the Improvement Act of
13 1911, the Improvement Bond Act of 1915, the Mello-Roos Community
14 Facilities Act of 1982.

15 iv. Names, recorded addresses, and other relevant facts about any person
16 or persons disclosed by the record to have a claim of title to, or
17 possession of, the subject property (junior lien holders, Federal and State
18 Tax Liens, notice of action and judgments), and a copy of the Current
19 Assessor's Map. The recording references must also be shown. If a
20 common name cannot be researched, Contractor shall provide a list of
21 document numbers and dates for each common name that is not feasible
22 for further research.

23 v. Names, recorded addresses, date of filing, case number, type and
24 jurisdiction (i.e. District Court) of any bankruptcies

25 vi. Any other documents recorded against the property or owner of records,
26 which may affect title identified by document type, recording date and
27 document number (i.e. Homestead, Mechanics Lien)
28

Exhibit A

- 1 vii. Date title search was ordered and title plant date at time of issuance of
2 final report.
- 3 viii. In the event of a discrepancy between the owner of record as reflected on
4 the County Assessor's Roll and the owner of record on the title
5 investigation report, Contractor shall provide a chain of title for the time
6 period as specified by the County and a note informing the County that
7 "Current Vesting Differs from County Tax Rolls."
- 8 ix. Contractor shall also update parties of interest reports previously issued
9 to the County when requested. A written report of any changes to original
10 report shall be issued.

11 b. Technical Capabilities

- 12 i. Contractor shall provide a complete search of properties as required by
13 the County for the purpose of determining an accurate statement of
14 ownership, interest, liens, encumbrances, and other interests in
15 properties utilizing standard title procedures. Information included in the
16 Parties of Interest Report shall be derived from several sources including
17 providers of title insurance and real estate related products and services,
18 including Fidelity National Financial - Title Point, Fidelity National
19 Insurance on-line plant system, Title Tax on-line property tax system,
20 Data Tree, Parcel Quest and Real-Quest on-line recorded document
21 imaging system, and microfilmed copies of recorded documents. These
22 information services shall be supplemented by information available
23 directly from the County's files.
- 24 ii. Contractor shall maintain the ability to handle the development of any
25 software and hardware requirements. Contractor shall maintain the latest
26 technologies and IT infrastructure.
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Exhibit A

1 iii. Contractor shall maintain the ability to customize reports based on the
2 selection of various data elements to meet the different needs of the
3 County.

4 c. Time Frame and Phases

5 i. Upon receipt of a parcel list, Contractor shall open a Parties of Interest
6 Report Request in the Contractor's in-house tracking system.

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

12 iii. All reports shall be transmitted by email by one of the Contractor's staff
13 within 48-72 hours after completion of request. Reports may be cancelled,
14 and County shall not be charged for reports cancelled prior to delivery of
15 the report to County.

16 d. Compliance and Quality Assurance

17 i. Contractor's project coordinator shall ensure the accurate flow of
18 information between the County and the Contractor.

19 ii. The reports shall be proofread for accuracy twice prior to submission to
20 the County.

21 iii. If any request for service cannot be completed within the performance
22 standard, Contractor shall contact the County to notify them by email or
23 telephone within 24-hours.

24 e. Contractor shall keep in continuous contact with the County to ensure that any
25 problems that are encountered during the sale are brought forward to confirm that
26 they are resolved to County's satisfaction.

27 f. Contractor shall perform a back plant search for property records related to title
28 changes that are older than the available digital records. For any records no

Exhibit A

1 available digitally, Contractor shall conduct the back plant search in person at the
2 Fresno County Recorder's Office.

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Exhibit B

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

The County will pay compensation to the Contractor for searches, as follows:

Unit of Service Cost:	Cost Per File:
Cost for each Parties of Interest Report	\$230.00
Cost for Each Update of Interests Report	\$110.00

Per each tax sale parcel, Contractor will provide an "Interest Report."

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

The County has no obligation to pay compensation to the Contractor for any search until after the Contractor has delivered a written report of that search as provided in Exhibit A, "Scope of Services."

Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

(1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

(2) Enter the board member's company/agency name and address.

(3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

a. The name of the agency/company with which the corporation has the transaction; and

b. The nature of the material financial interest in the Corporation's transaction that the board member has.

(4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:

Name:	Zulema Covarrubias	Date:	05/04/2026
Job Title:	CEO		

(2) Company/Agency Name and Address:

Zulema Covarrubias
11111 Arroyo Drive
Whittier, CA 90604

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

None

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

N/A

(5) Authorized Signature

Signature:	Zulema Covarrubias	Date:	05/04/2026
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Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement,

Exhibit D

1 certificates of insurance and endorsements for all of the coverages required under this
2 Agreement.

- 3 (i) Each insurance certificate must state that: (1) the insurance coverage has been
4 obtained and is in full force; (2) the County, its officers, agents, employees, and
5 volunteers are not responsible for any premiums on the policy; and (3) the
6 Contractor has waived its right to recover from the County, its officers, agents,
7 employees, and volunteers any amounts paid under any insurance policy
8 required by this Agreement and that waiver does not invalidate the insurance
9 policy.
- 10 (ii) The commercial general liability insurance certificate must also state, and include
11 an endorsement, that the County of Fresno, its officers, agents, employees, and
12 volunteers, individually and collectively, are additional insureds insofar as the
13 operations under this Agreement are concerned. The commercial general liability
14 insurance certificate must also state that the coverage shall apply as primary
15 insurance and any other insurance, or self-insurance, maintained by the County
16 shall be excess only and not contributing with insurance provided under the
17 Contractor's policy.
- 18 (iii) The automobile liability insurance certificate must state that the policy covers any
19 auto used in connection with this Agreement.
- 20 (iv) The professional liability insurance certificate, if it is a claims-made policy, must
21 also state the retroactive date of the policy, which must be prior to the date on
22 which services began under this Agreement.

23 (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be
24 issued by admitted insurers licensed to do business in the State of California and
25 possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no
26 less than A: VII.

27 (C) **Notice of Cancellation or Change.** For each insurance policy required under this
28 Agreement, the Contractor shall provide to the County, or ensure that the policy requires
the insurer to provide to the County, written notice of any cancellation or change in the
policy as required in this paragraph. For cancellation of the policy for nonpayment of
premium, the Contractor shall, or shall cause the insurer to, provide written notice to the
County not less than 10 days in advance of cancellation. For cancellation of the policy
for any other reason, and for any other change to the policy, the Contractor shall, or shall
cause the insurer to, provide written notice to the County not less than 30 days in
advance of cancellation or change. The County in its sole discretion may determine that
the failure of the Contractor or its insurer to timely provide a written notice required by
this paragraph is a breach of this Agreement.

(D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance
with broader coverage, higher limits, or both, than what is required under this
Agreement, then the County requires and is entitled to the broader coverage, higher
limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer
to deliver, to the County's Risk Manager certificates of insurance and endorsements for

Exhibit D

1 all of the coverages that have such broader coverage, higher limits, or both, as required
2 under this Agreement.

3 (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its
4 officers, agents, employees, and volunteers any amounts paid under any policy of
5 insurance required by this Agreement. The Contractor is solely responsible to obtain any
6 policy endorsement that may be necessary to accomplish that waiver, but the
7 Contractor's waiver of subrogation under this paragraph is effective whether or not the
8 Contractor obtains such an endorsement.

9 (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep
10 in effect at all times any insurance coverage required under this Agreement, the County
11 may, in addition to any other remedies it may have, suspend or terminate this
12 Agreement upon the occurrence of that failure, or purchase such insurance coverage,
13 and charge the cost of that coverage to the Contractor. The County may offset such
14 charges against any amounts owed by the County to the Contractor under this
15 Agreement.

16 (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by
17 the Contractor to provide services under this Agreement maintain insurance meeting all
18 insurance requirements provided in this Agreement. This paragraph does not authorize
19 the Contractor to provide services under this Agreement using subcontractors.
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Service Agreement

Final Audit Report

2026-05-05

Created:	2026-05-05
By:	Narene Lonh (slonh@fresnocountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnUOORQnyi_J7Cit4E6zBIGD06xZB4toS

"Service Agreement" History

-  Document created by Narene Lonh (slonh@fresnocountyca.gov)
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-  Document e-signed by Zulema Covarrubias (zdelgado@rztitle.com)
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