

**SUBORDINATE AGREEMENT MA-080-16011152  
FOR  
TITLE SERVICES**

THIS Subordinate Agreement, MA-080-16011152 to provide Title Services, (hereinafter referred to as "Subordinate Agreement") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as ("County") and Stewart Title of California, Inc., with a place of business located at 525 North Brand Boulevard, Glendale, California, hereinafter referred to as ("Contractor"), which are sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

**RECITALS**

WHEREAS, County and Contractor desires to enter into a Subordinate Agreement for Title Services (hereinafter referred to as "Services"); and,

WHEREAS, the County of Orange, County Procurement Office has issued Regional Cooperative Agreement MA-017-16010875 (hereinafter referred to as "RCA"), in effect from November 1, 2015 through October 31, 2020; and,

WHEREAS, Contractor agrees to provide Services to the County in accordance with the Pricing and Terms and Conditions of the RCA, incorporated herein by this reference, and the attached Detailed Administrative Procedures, identified and incorporated herein as Attachment A to this Contract; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in the RCA; and,

NOW, THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

1. **Scope of Services:** This Subordinate Agreement, including Attachments, specifies the contractual terms and conditions by which the Contractor shall provide services, on an as-needed basis, at the County's request, in accordance with RCA Contract MA-017-16010875.
2. **Term:** This Subordinate Agreement shall be effective upon execution of all signatures and shall continue through October 31, 2020, unless otherwise terminated as provided herein.

**Amendment 1**

3. **Compensation:** Total compensation under this Subordinate Agreement shall not exceed ~~\$99,000 per year~~, ~~\$495,000~~ \$600,000 for five years, unless approved in writing by County. The County makes no guarantee or representation of actual usage of this Subordinate Agreement.
4. **Expenditure Limit:** The Contractor shall notify the County Project Manager in writing when expenditures reach 75 percent of the dollar limit on the Subordinate Agreement. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Subordinate Agreement unless an amendment to cover those costs has been issued.
5. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to

have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

County: OC Public Works/OC Survey  
Attn: Kevin R. Hills  
300 North Flower Street, Room 221  
Santa Ana CA 92703  
714.967.0824  
Email: [kevin.hills@ocpw.ocgov.com](mailto:kevin.hills@ocpw.ocgov.com)

cc: OC Public Works/Procurement Services  
Attn: Nancy Foroughi  
300 N Flower St, Room 838  
Santa Ana CA 92703  
714.667.4951  
Email: [nancy.foroughi@ocpw.ocgov.com](mailto:nancy.foroughi@ocpw.ocgov.com)

Contractor: Stewart Title of California, Inc.  
Attn: ~~Rual Lirio, Title Operations Manager~~ **STCA Legal**  
**Department**  
~~525 North Brand Boulevard~~ **7676 Hazard Center Drive, Suite**  
**1400**  
~~Glendale, Ca 91203-3991~~ **San Diego, CA 92108**  
~~818.502.2748~~ **619.398.8075**  
Email: ~~raul.lirio@stewart.com~~ **stcalegal@stewart.com**

6. **Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:
- A. Contractor's name and address
  - B. Contractor's remittance address, if different from (A), above
  - C. Name of County agency/department
  - D. Delivery/service address
  - E. Subordinate Agreement number
  - F. Service Date
  - G. Description of Services
  - H. Total
  - I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

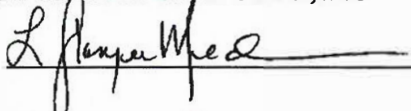
OC Public Works/Procurement Services  
Attn: Accounts Payable  
300 North Flower Street, 8th Floor  
Santa Ana, CA 92703

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also

receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.


IN WITNESS WHEREOF, the Parties hereto have executed this Subordinate Agreement on the dates shown below their respective signatures below.

**STEWART TITLE OF CALIFORNIA, INC\***

By   
Print Name Loretta Granger-Medrano  
Title Executive Vice-President  
Corporation Officer  
Date 12/22/15

By   
Print Name Mia Courtney  
Title Assistant Corporate Secretary  
Corporate Officer  
Date 12/22/15

**COUNTY OF ORANGE**, a political subdivision of  
the State of California

By   
Print Name Nancy Traufi  
Title Deputy Purchasing Agent  
Date Dec 22, 2015

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

**ATTACHMENT A  
DETAILED ADMINISTRATIVE PROCEDURES**

**I. BACKGROUND:**

The purpose of this subordinate contract is for the procurement of professional title services and is for the exclusive use of OC Public Works, which has a recurring need to purchase title services in support of various public works, real estate, and County projects.

**A. Request for Title Services**

1. If Contractor's pricing for title services, as specified in Contract# MA-017-16010875 Attachment B "PRICING/PAYMENT INSTRUCTIONS", is based upon approved hourly rates, then a firm cost estimate will be requested of the Contractor via Email for a specific scope of work by the County Project Manager. The firm cost estimate will be returned via Email by the Contractor to the County Project Manager within 48 hours.
2. Requests for title services (and related services, reports, and documents defined as "deliverables") under this Contract will be submitted to the Contractor in writing in the form of a letter signed by the County Project Manager, which will be scanned and sent via Email to the Contractor. A sample letter that represents the general format of a Request for Title Services is included herein as the final page of this Exhibit.
3. The Request for Title Services (hereinafter referred to as "Request") will specify:
  - a. A unique project name and number, assigned by the County; if the Contractor assigns an Order Number to each Request placed by County, that Order Number will consistently reference the County project name and number to facilitate tracking, delivery, and invoice processing/payment for the work;
  - b. All requested deliverables;
  - c. Assessor Parcel Numbers, maps, and other supporting documents to clearly identify the properties involved in the Request;
  - d. Name and contact information of the County staff who will serve as the working contact for the Request;
  - e. A "Not To Exceed" cost for the requested services, based upon the fees cited in Attachment B "PRICING/PAYMENT INSTRUCTIONS"; and,
  - f. Any additional details, specifications, and maps; as needed.
4. Provided that the deliverables specified on the Request are standard products and services specified in Contract# MA-017-16010875 as Attachments A "Scope of Work" and Attachment B "PRICING/PAYMENT INSTRUCTIONS", then the initial Request will constitute the final written authorization from the County for the Contractor to perform the work requested.
5. Electronically deliverable/downloadable copies of all services and reports shall be provided via Email to the County Project Manager. Vesting Documents and Hyperlinked Exceptions shall also be included with each report.

6. Note that for Additional Work, as defined in subparagraph B.1 below, a second written approval by County shall be obtained by Contractor in advance of any such work being performed.

**B. Delivery of Official Records**

1. Contractor has agreed to deliver to the County Project Manager via Email copies of official records and /or recorded documents that do not pertain to an existing order placed under this Contract, at no charge to the County, provided that the project/work by Contractor staff does not require a significant amount of time and/or research.
2. However, if the Contractor determines that such a request by the County for copies of official records and /or recorded documents will require significant time and research, then Contractor will submit via Email a cost estimate for such a delivery to the County Project Manager, based on the hourly rates listed in Attachment B, Section II. of RCA Contract# MA-017-16010875.

**C. Additional Work**

3. While performing under this Contract, the Contractor shall use diligence in adhering to approved schedule, cost estimate, and specified deliverables for each Request.
4. However, if the Contractor does find that:
  - a. Additional work relating to a Request is required and that such work will exceed the contract fees cited in Attachment B "PRICING/PAYMENT INSTRUCTIONS", and/or that;
  - b. The standard services and fees (as specified in Contract# MA-017-16010875 Attachments A "Scope of Work" and Attachment B "Contractor's Pricing") are not applicable, and/or that;
  - c. The "Not To Exceed" cost specified in the Request will in fact be exceeded; then the Contractor shall immediately stop work and provide to County written justification for exceeding the standard contract fee for the Request. This justification shall be defined as an "Additional Work Authorization Request" and shall include, at a minimum, a description, need, and revised cost estimate to County, itemizing fees for all deliverables. This Additional Work Authorization Request must be submitted to the County Project Manager in the form of an Email from the Senior Title Officer or Title Operations Manager of the Contractor.
5. Final written approval from the County for every Additional Work Authorization Request must be received by the Contractor prior to start of such work. This written Notice to Proceed will be in the form of an Email transmitted to the Contractor by the County Project Manager.

**D. Delivery Time**

In addition to the items listed above, the County requires a standard delivery commitment of not more than 14 days from the date the Request is received by the Contractor for all services requested, including issuance of title policies. In the event that the Contractor is

unable to meet this delivery commitment, the Contractor will notify the County Project Manager, in writing, explaining why it is unable to deliver the product and estimating a new delivery date.

**E. Contractor Invoicing and Payment**

Contractor shall submit an invoice for the deliverables provided under a Request after all such deliverables have been submitted to the County, within 7 days of delivery of title services. Invoice payment will approved by County Project Manager only after all deliverables are received and accepted. Every invoice submitted by the Contractor shall reference the project name and number as assigned by the County on the Request. Invoices that are submitted without the project name and number shall be returned to Contractor for correction.

Payment to Contractor for every Request or any other service rendered under this contract will be as approved in Contract# MA-080-16010875 Attachments A “Scope of Work” and Attachment B “PRICING/PAYMENT INSTRUCTIONS”, or for Additional Work, as defined in subparagraph I.B. above, only if approved in writing in advance of such additional work being performed.

**F. Samples for “Request for Title Services”**

Please see following pages.

/

/

/

/

/

/

/

//

/

/

/

/

/

/

/

/



<Date>

Project Name/No.: \_\_\_\_\_

Raul Lirio, Title Operations Manager  
Stewart Title of California, Inc., Los Angeles Division  
525 N. Brand Blvd.  
Glendale, CA 91203

**Subject:** Request for Preliminary Title Report(s)

Mr. Lirio:  
Please forward to this office, as soon as possible, (a) Preliminary Title Report(s) for the parcel(s):

**APN(s):** \_\_\_\_\_

[also shown highlighted on the attached Assessor's Maps and/or property detail reports and/or the address is \_\_\_\_\_.]

If your investigation reveals that any of the subject properties has recently been subdivided, please contact the Staff Contact named below. We will determine which of the newly created parcels will require title report(s).

The terms of this order are in accordance with our current Contract# MA-080-16011152 for real estate title services. Should this request incur "additional work" charges that exceed the fees listed in Attachment B, Section II. of RCA Contract# MA-017-16010875, please advise us in advance and provide a written estimate of the cost. You must receive written authorization and direction from the County before proceeding with any such additional work. If you proceed with the additional work prior to receiving written authorization from the County, retroactive approval cannot be granted and you will not be paid for the unauthorized additional work.

Indicate County of Orange [OR Orange County Flood Control District] as the insured party on the report(s).

It is necessary that you include a copy of the deed of vesting with this order as well as the record documents for all numbered exceptions. Vesting Documents and Hyperlinked Exceptions shall also be included with each report(s).

Please make the following notation on the title report(s), and all invoices or correspondence pertaining thereto:

Staff Contact Name: \_\_\_\_\_

Project Name/No.: \_\_\_\_\_

Work Order No.: \_\_\_\_\_

If you have any questions concerning this order, please contact Kevin Stephens at 714-967-0806 (Email: Kevin.Stephens@ocpw.ocgov.com) or \_\_\_\_\_ at 714-\_\_\_\_\_ (Email: \_\_\_\_\_@ocpw.ocgov.com).

Cost for this order shall not exceed: \$ \_\_\_\_\_. [\$400/report]

Please submit invoice(s) per "Invoicing Instructions" on page 2 of this Contract# MA-080-16011152.

Jesom Moreno, Sr. Land Surveyor, OC Survey/Field Division, County Project Manager

Enclosures: Assessor Maps and/or Property Detail Reports

cc: Kevin Stephens, Contract Administrator, OC Survey





<Date>

ROW I.D. No.: \_\_\_\_\_

Raul Lirio, Title Operations Manager  
Stewart Title of California, Inc., Los Angeles Division  
525 N. Brand Blvd.  
Glendale, CA 91203

**Subject:** Request for Litigation Guarantee(s)

Mr. Lirio:

Please forward to this office, as soon as possible, (a) Litigation Guarantee(s) for the parcel(s):

**APN(s):** \_\_\_\_\_

[also shown highlighted on the attached Assessor's Maps and/or property detail reports and/or the address is \_\_\_\_\_.]

If your investigation reveals that any of the subject properties has recently been subdivided, please contact the Staff Contact named below. We will determine which of the newly created parcels will require guarantee(s).

The terms of this order are in accordance with our current Contract# MA-080-16011152 for real estate title services. Should this request incur "additional work" charges that exceed the fees listed in Attachment B, Section II. of RCA Contract# MA-017-16010875, please advise us in advance and provide a written estimate of the cost. You must receive written authorization and direction from the County before proceeding with any such additional work. If you proceed with the additional work prior to receiving written authorization from the County, retroactive approval cannot be granted and you will not be paid for the unauthorized additional work.

Indicate County of Orange [OR Orange County Flood Control District] as the insured party on the guarantee(s) and that its purpose is "**possible condemnation action**."

It is necessary that you include a copy of the deed of vesting with this order as well as the record documents for all numbered exceptions. Vesting Documents and Hyperlinked Exceptions shall also be included with each guarantee(s).

Please make the following notation on the guarantee(s), and all invoices or correspondence pertaining thereto:

Staff Contact Name: \_\_\_\_\_  
ROW I.D. No.: \_\_\_\_\_  
Work Order No.: \_\_\_\_\_

If you have any questions concerning this order, please contact Kevin Stephens at 714-967-0806 (Email: Kevin.Stephens@ocpw.ocgov.com) or \_\_\_\_\_ at 714-\_\_\_\_\_ (Email: \_\_\_\_\_@ocpw.ocgov.com).

Cost for this order shall not exceed: \$ \_\_\_\_\_. [\$400/guarantee]

Please submit invoice(s) per "**Invoicing Instructions**" on page 2 of this Contract# MA-080-16011152.

Raymond J. Rivera, Sr. Land Surveyor, Right of Way Services Section, County Project Manager

Enclosures: Assessor Maps and/or Property Detail Reports

cc: Kevin Stephens, Contract Administrator, OC Survey