CONTRACT NO. CA CA 083142

CONTRACT AND ENCUMBRANCE INFORMATION SHEET
AN ORIGINAL AND 1 COPY OF THIS FORM MUST BE SUBMITTED

THIS SHEET MUST BE COMPLETED, SIGNED BY THE DEPARTMENT HEAD AND DIVISION DIRECTOR AND ATTACHED TO ALL CONTRACT AND RESOLUTION PACKETS BEFORE ANY ACTION WILL BE TAKEN.

1. Department Requesting Services: Shelby County Trustee's Office
2. Preparer's Name, Telephone #, and E-Mail Address:
   Nathan Currie (901) 545-3318 NCurrie@ShelbyCountyTrustee.com
3. DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:
   2008/2009 Title Searches for Tax Sale
4. NAME, ADDRESS, VENDOR NUMBER, AND EOC NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:
   Chicago Title Insurance Company
   6060 Poplar Avenue, Suit LL-37, Memphis TN 38119

   VENDOR NO. 02588

   EOC NO.
5. COST OF ITEM OR SERVICE REQUESTED: $175,000.00
6. TERM OF PROPOSED CONTRACT/AGREEMENT: 1 year
7. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**
   042-800-801-6646
8. COMMODITY CODE:
9. VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):
   PLEASE ATTACH APPROVAL DOCUMENTS
   a. ☒ Bid/RFP Process - # & Date RFP #08-006-100 8/12/08
   b. ☐ Emergency/Sole Source
10. LOSB/MBE INFORMATION: Please check the appropriate description
   ☐ MBE (MINORITY OWNED BUSINESS ENTERPRISE)
   ☐ MALE ☐ FEMALE
   ☐ WBE (WOMEN OWNED BUSINESS ENTERPRISE)
   ☐ LOSB (LOCALLY OWNED SMALL BUSINESS)
   ANNUAL SALES DOES NOT EXCEED $3 MILLION
   ☐ N/A
11. SPECIAL INSRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)

REVIEWED AND APPROVED BY:

Bobby Stephenson 9-10-08
DEPARTMENT HEAD DATE

Paul Mattlo
ELECTED OFFICIAL

Debra Hale 9/10/08
DIVISION DIRECTOR DATE

"AGREEMENT"

This AGREEMENT is made and entered into this 09 day of September, 2008 by and between the Shelby County Government (herein referred to as "COUNTY") and Chicago Title Insurance Company, (herein referred to as "PROVIDER").

WITNESSETH:

WHEREAS, the COUNTY has deemed it necessary and prudent to hire an outside firm for the purpose of title research services for the Shelby County Trustee; and

WHEREAS, PROVIDER is capable of providing these services.

NOW, THEREFORE, for and in consideration of the mutual promises and considerations herein, the parties hereto agree as follows:

1. The PROVIDER will perform limited real estate title research services and prepare the following items in connection therewith:

   a. Complete Summary page ("Summary Page") for each property researched to include, but not be limited to, (i) names of current owners of record, (ii) the complete last legal description of record, which legal description shall be of the individual tax parcel and not a description of a larger tract from which the individual tax parcel came, (where appropriate or necessary to describe the individual tax parcel, a metes and bounds description will be used, also, where appropriate or necessary to describe the individual tax parcel, "less and except" verbiage will be used providing a complete legal description of the individual parcel's parent parcel "less and except" the complete legal description of any and all properties having been broken off of the parent parcel, leaving the individual parcel only), (iii) instrument number by which owners obtained property along with its date, (iv) names and instrument numbers for any and all lien holders. (v) Two (2) Tax Maps for all properties showing the property at "close up" and overview (showing larger area with cross streets) levels. (vi) When a Deactivated or Subdivided Parcel (Parent Parcel) is submitted for title search, the Child parcels will be identified and the Trustee Legal staff informed to determine whether to continue with an expanded title search for the Child parcels in question.

   b. Provide copies of any and all appropriate instruments in connection with each property researched.

   c. Complete and submit information for each property researched in a timely manner, in accordance with the following time frame:

      (i) COUNTY will provide PROVIDER a group ("Group") of not more than fifty (50) Summary Pages for individual tax sale parcels (a template of a Summary Page is attached hereto and incorporated herein as "Exhibit A"). Summary Pages will contain 1) the tax sale number; 2) the parcel number; 3) the Owner of record per the records of the office of the Shelby County Trustee; 4) the lot number per the records of the office of the Shelby County Trustee; 5) the property location per the records of the office of the Shelby County Trustee. The Summary Page will also contain blank lines in which the PROVIDER will fill in summary title information. COUNTY will provide no more than one Group per week.

      (ii) PROVIDER will do a limited search on each Summary Page (or indicate that the parcel is un-searchable and why) within the Group and return all 50 searches along with the corresponding Summary Page with all blanks completed within five (5) business days of receipt of said Group by PROVIDER.

2. The COUNTY agrees to compensate PROVIDER for its services at the rate of $75.00 per title search, or $3,750.00 per complete 50 search Group. (Child parcels are to be charged at $20.00 per search) The maximum fee to be paid PROVIDER shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS ($175,000.00). However, if Provider fails return in all 50 searches within five (5) business days of receipt of Group by PROVIDER, as provided in paragraph 1(c) above, COUNTY will pay PROVIDER **Thirty-Seven dollars and fifty-one cents ($37.50)** for each search, within the Group which was not completed timely. Said Thirty-Seven dollars and fifty cents ($37.50) payment shall constitute complete and total compensation for the performance of each search within the Group which was not completed timely.
   a. The expanded Child parcel search will be delivered within 5 business days of receipt of the next group of reference letters, contingent on the total number of reference letters and expanded searches for one week not being greater than 100 (50 reference letters per batch, plus up to 50 Child parcel searches). If the total number of searches due within a week exceeds 100, the PROVIDER shall contact the COUNTY to arrange a delivery time.

3. The PROVIDER shall submit invoices to the COUNTY on a monthly basis for Services performed during the preceding month. Invoices shall be submitted in duplicate to the address set forth in Paragraph 36 of this Contract to the attention of Mr. Nathon Currie. The COUNTY shall pay such invoices within thirty (30) days of receipt and approval of said invoices. The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the PROVIDER based on PROVIDER'S non-performance or negligent performance of any of the Services under this Contract.

4. After submitting any Group to PROVIDER, COUNTY may send notification of any particular parcel(s) that have been removed from tax sale ("Removed Parcel"). If, upon receiving such notification, PROVIDER has not yet begun searching title on Removed Parcels, PROVIDER shall omit Removed Parcels from the group and no charge shall be assessed to COUNTY by PROVIDER on Removed Parcels. Provided however that, if upon receipt of such notification by COUNTY, PROVIDER has begun to search any or all Removed Parcels, then such search shall be completed on each Removed Parcel upon which the search has begun, and compensation for said search shall be paid by COUNTY to PROVIDER as otherwise provided herein.

5. The COUNTY will provide the following to PROVIDER:

   a. Assistance in determining the degree of Trustee personnel, equipment and other support which will be available for this project.

   b. Information sufficient to perform accurate title search shall be provided on the Summary Page. The Summary Page to be completed by PROVIDER.

6. The term of this Agreement shall be for the period from July 1, 2008 through June 30, 2009 with the option to renew for three (3) additional one (1) year periods., which is stated in RFP# 08-006-100, Consulting Services-Real Estate Title Search Services, incorporated hereinafter as if stated verbatim.

7. CONTROL

   All Services by the PROVIDER will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

8. PROVIDER'S PERSONNEL

   The PROVIDER certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work performed during the term of this Contract will be supervised by the PROVIDER. The PROVIDER further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the PROVIDER who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental

to the work, shall immediately be removed from association with Services under this Contract.

9. INDEPENDENT STATUS

a. Nothing in this Contract shall be deemed to represent that the PROVIDER, or any of the PROVIDER's employees or agents, are the agents, representatives, or employees of the COUNTY. The PROVIDER will be an independent contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give COUNTY the right to direct the PROVIDER as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the PROVIDER is solely for purposes of compliance with local, state and federal regulations and means that the PROVIDER will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.

b. It is further expressly agreed and understood by PROVIDER that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that PROVIDER has been retained by the COUNTY to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by PROVIDER for the Services performed shall be on the PROVIDER's letterhead.

10. REPORTS

PROVIDER shall prepare and submit a report of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of COUNTY's funds, pertinent information pursuant to the applicable Living Wage Ordinance, and shall be inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The report and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

11. TERMINATION OR ABANDONMENT

a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:

i) either the PROVIDER or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

ii) PROVIDER subcontracted, assigned, delegated, or transferred it rights, obligations or interests under this Contract without the COUNTY'S consent or approval.

iii) PROVIDER has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of PROVIDER assets.

b. The COUNTY may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the PROVIDER for PROVIDER'S failure to provide the Services specified under the Contract.

c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, PROVIDER shall not be reimbursed for any anticipatory profits that have not been earned as of the Termination Date. All work accomplished by PROVIDER prior to the Termination Date shall be recorded and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for Services rendered.

d. Notwithstanding the above or any section herein to the contrary, PROVIDER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by PROVIDER and the COUNTY may withhold any payments to PROVIDER for the purpose of setoff until such time as the exact amount of damages due the COUNTY from PROVIDER is determined.

12. SUBCONTRACTING, ASSINGMENT OR TRANSFER

a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the PROVIDER from performance of its duties under this Contract. The COUNTY shall not be responsible for the fulfillment of the PROVIDER's obligations to its transferors or subcontractors.

b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

13. CONFLICT OF INTEREST

The PROVIDER covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The PROVIDER warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the PROVIDER in connection with any work contemplated or performed relative to this Contract.

14. COVENANT AGAINST CONTENGENT FEES

The PROVIDER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the PROVIDER any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

15. EMPLOYEMENT OF COUNTY WORKERS

The PROVIDER will not engage, on a full, part-time, or other basis during the Term of the Contract, any professional or technical personnel who are in the employ of the COUNTY.

16. ACCESS TO RECORDS

During all phases of the work and services to be provided hereunder, PROVIDER agrees to permit duly authorized agents and employees of the COUNTY to enter PROVIDER's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The PROVIDER will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the term of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

17. ARBITRATION

Any dispute concerning a question of fact in connection with the work not disposed of by Contract between the PROVIDER and the COUNTY will be referred to the Shelby County Contract Administrator or its duly authorized representative, whose decision regarding same will be final.

18. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

a. PROVIDER shall indemnify, defend, save and hold harmless the COUNTY, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages-including but not limited to Title VII and 42 USC 1983 prohibited acts-arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the services hereunder, whether performed by the PROVIDER, its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

b. PROVIDER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the PROVIDER shall in no way limit the responsibility to indemnify, defend, save and hold harmless the COUNTY its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

c. The COUNTY has no obligation to provide legal counselor defense to PROVIDER or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this Contract against PROVIDER as a result of or relating to performance of the Services under this Contract.

d. Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against PROVIDER as a result of or relating to performance of the Services under this Contract.

e. PROVIDER shall immediately notify the COUNTY of any claim or suit made or filed against PROVIDER or its subcontractors regarding any matter resulting from or relating to PROVIDER's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

19. GENERAL COMPLIANCE WITH LAWS

a. If required, the PROVIDER certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.

b. The PROVIDER is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the PROVIDER agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

20. NON DISCRIMINATION

The PROVIDER hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the PROVIDER on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The PROVIDER shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

21. ENTIRE CONTRACT

This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral contracts between the parties.

22. AMENDMENT

This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

23. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid, or enforceable provision as possible.

24. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

25. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

26. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

27. TRAVEL EXPENSES

All travel expenses shall be in accordance with the Shelby County Travel Policy and all receipts shall be submitted with the invoice for payment.

28. NON-LIABILITY FOR PROVIDER EMPLOYEE TAXES

Neither PROVIDER nor its personnel are COUNTY'S employees, and COUNTY shall not take any action or provide PROVIDER's personnel with any benefits and shall have no liability for the following:

a. COUNTY will not withhold FICA (Social Security) from PROVIDER's payments;

b. COUNTY will not make state or federal unemployment Insurance contributions on behalf of PROVIDER or its personnel;

c. COUNTY will not withhold state and federal income tax from payment to PROVIDER;

d. COUNTY will not make disability insurance contributions on behalf of PROVIDER;

e. COUNTY will not obtain workers' compensation Insurance on behalf of PROVIDER or PROVIDER's personnel.

29. INCORPORTATION OF OTHER DOCUMENTS

a. PROVIDER shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals as well as the Response of PROVIDER thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

30. CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES

The PROVIDER shall take affirmative action to assure that Locally Owned Small Businesses that have been certified by Shelby County Government are utilized when possible as sources of supplies, equipment, construction and services.

31. RIGHT TO REQUEST REMOVAL OF PROVIDER'S EMPLOYEES

The COUNTY may interview the personnel PROVIDER assigns to the COUNTY'S work. PROVIDER shall have the right, at any time, to request removal of any employee(s) of PROVIDER, whom COUNTY deems to be unsatisfactory for any reason. Upon such request, PROVIDER shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

32. INCORPORATION OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

33. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by PROVIDER, PROVIDER understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by PROVIDER due to Services performed pursuant to this Contract is subject to being divulged as a public record in accordance with the laws of the State of Tennessee.

34. ORGANIZATION STATUS AND AUTHORITY

a. PROVIDER represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

b. The execution, delivery and performance of this Contract by the PROVIDER has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of PROVIDER, any provision of any indenture, agreement or other instrument to which PROVIDER is a party, or by which PROVIDER'S respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

35. INSURANCE REQUIREMENTS

PROVIDER will provide evidence of the following insurance coverage:

a. Professional Liability coverage with limits of $1,000,000.00 per occurrence/$2,000,000.00 annual aggregate for this Contract, coverage written on claims-made policy form. Insurer to be rated A or better by A. M. Best & Co.

b. Commercial General Liability - Minimum limit of $1,000,000.00 per occurrence single limit for bodily injury and property damage.

c. Worker's Compensation-Statutory limits.

d. Automobile liability - Minimum limit of $1,000,000.00 per occurrence on all owned, hired and non-owned autos. Shelby County to be named additional insured.

Shelby County shall be named as additional insured. All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided.

36. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the COUNTY'S authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County Trustee's Office
160 N. Main St., Second Floor
Memphis, Tennessee 38103
Attn: Mr. Nathon Currie

With Copy To: Contracts Administration
160 North Main, Ste. 550
Memphis, Tennessee 38103

VENDOR: Chicago Title Insurance Company
Mr. Tron Huynh, Branch, Branch Manager
6060 Poplar Avenue., Suite LL-37
Memphis, TN 38119

37. LIVING WAGE ORDINANCE

In accordance with Ordinance Number 328, commonly referred to as the Living Wage Ordinance, all persons/entities engaged in service contracts with the County, including but not limited to both prime and subcontractors, shall pay a Living Wage to employees for all work performed on said service contract, as defined in the Living Wage Ordinance. Proof of such compensation must be evidenced as required in the Living Wage Ordinance.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and date first above written.

_____
Tron Huynh
Branch Manager-Chicago Title Insurance Company

APPROVED:

By: Paul Mattila
Paul Mattila, Shelby County Trustee
Date: _____

By: _____
A. C. WHARTON JR., Shelby County Mayor
Date: _____

APPROVED AS TO FORM

By: _____
Assistant County Attorney
Date: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Tron Huynh, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Branch Manager (or other officer authorized to execute the instrument) of Chicago Title Insurance Company, the within named bargainer, a corporation, and that he as such Branch Manager, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Branch Manager.

WITNESS my hand and official seal at office this 9th day of ~~August,~~ September 2008.

Donna V. Stern

Notary Public
My commission expires:
2-25-2012

DONNA V. STERN
NOTARY PUBLIC AT LARGE
SHELBY COUNTY, TENN.